



Delong Dock Cathodic Protection, Whittier, AK

Invitation to Bid 17-04-205459

January 17, 2017

Alaska Railroad Corporation
327 West Ship Creek Avenue
Anchorage, Alaska 99501



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Anchorage, AK 99501
Phone 907-265-2608
Fax 907-265-2439
THOMPSONL@AKRR.COM

January 17, 2017

Invitation to Bid

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Delong Dock Cathodic Protection, Whittier, AK

Response Required: This page must be completed and returned to ensure receipt of future addenda or additional information. Please fax this form to (907) 265-2439. All addenda will be forwarded to the contact name and number listed below.

Firms that have not returned this cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.akrr.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____
Address _____

Contact _____
Phone _____ Fax _____
Email _____

www.AlaskaRailroad.com



January 17, 2017

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Invitation to Bid

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Delong Dock Cathodic Protection, Whittier, AK

ALASKA RAILROAD CORPORATION
PURCHASING & MATERIALS
ATTENTION: C. LEE THOMPSON, CONTRACT ADMINISTRATOR
TELEPHONE (907) 265-2608 - FAX NUMBER (907) 265-2439

SEALED BIDS WILL BE RECEIVED **UNTIL 3:00 PM LOCAL TIME ON FEBRUARY 9, 2017**
AT WHICH TIME BIDS WILL BE PUBLICLY OPENED:

The Office of: C. Lee Thompson
Purchasing and Contracts
Alaska Railroad Corporation
327 West Ship Creek Avenue

Sealed bids will be received until 3:00 p.m. local time, February 9, 2017. Detailed instructions for submitting responses are outlined in this document. The envelope(s) used in submitting your firm's offer shall be plainly marked with the following information:

1. **Bidder's Name**
2. **Invitation to Bid Number 17-04-205459**
3. **Date and Time Scheduled for Receipt of Bids**
4. **Sealed Bid: ARRC Delong Dock Cathodic Protection**

Bid/Site Visit: A site visit has been tentatively scheduled for February 1, 2017 at 11:00 AM at the Alaska Railroad, Delong Dock, Whittier, Alaska. **Please preregister for the site visit by notifying Lee Thompson of your Firm's Name and number in your Party.**

Hard hats, steel toes boots and safety glasses will be required for the site visit. Please dress for the season. The site visit will begin at the project access point with initial safety instruction. The intention of this site visit is to provide potential bidders an opportunity to access the site for logistic concepts, bidding information, and miscellaneous investigation. Contractor questions will be taken but only questions related to the bidding process may be answered in the field, all others will be addressed by the official question/answer process.

A bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. Those attending the site visit shall bring Personal Protective Equipment (PPE), this requirement includes, but is not limited to: Hard Hat, Safety Glasses, Steel Toed Boots. ARRC will not provide PPE.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

An Alaska Business license is not a prerequisite to bid. Bidders who possess an Alaska Business license and also meet the other criteria of an Alaska Bidder shall receive a preference per the "Alaska bidder preference".

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC.

ARRC may award a contract resulting from this solicitation to the responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

This solicitation is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.



The Alaska Railroad is a member of Green Star (www.greenstarinc.org) ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and **continual improvement within its operations.**

Please direct all responses to this solicitation and/or questions concerning this Invitation to Bid to C. Lee Thompson, Alaska Railroad Corporation, Contracts Section, 327 W. Ship Creek Avenue, Second, Anchorage, AK 99501, telephone number 907-265-2608, fax number 907-265-2439.

Sincerely,

C. Lee Thompson
C. Lee Thompson
Manager, Purchasing & Contracts
Alaska Railroad Corporation

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APPENDIX A

SCOPE OF WORK

The Alaska Railroad Corporation (ARRC) is seeking formal bids for the work comprising all labor, materials and coordination necessary to perform the work defined in the construction documents.

PROJECT DESCRIPTION

The project is located on the DeLong Dock in Whittier, AK.

1.1 SCOPE OF WORK

This project will consist of installing sacrificial anodes to the dock. All construction activities are expected to be completed before May 15, 2016. Construction activities will include, but not be limited to:

- Install anodes to dock piling
- Install anodes to underside of dock hull

The Alaska Railroad Corporation requires that this project be managed by a General Contractor skilled and experienced in marine construction. The General Contractor shall have experience in managing construction projects with several trades and subcontractors and in working on docks in a northern maritime climate with large tidal variation in water level elevations.

The General Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The General Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

At all times during the progress of the Work, the General Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The General Contractor's superintendent shall provide project management, oversight, and coordination to include:

1. Coordination and a single point of contact for the Alaska Railroad Corporation.
2. Coordination of the construction trades, subcontractors, and construction activities including anode installation.
3. Coordination of construction activities and schedules with any potential users of the dock including fishing vessels and cargo operations. The construction activities shall not interfere with scheduled usage of the dock.
4. Coordination of the access to the dock including compliance with security rules and regulations.
5. Project quality control.
6. Record keeping and as built drawings.

APPENDIX B

SUBMITALLS

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. Construction Bid Form - [Form 395-0121] - (Construction Bids Only)
4. Bid Bond - [Form 395-0120] - (Required for Construction Bids, Optional for Others)
5. Cost Schedule - [Appendix _____]
6. Bidder's Questionnaire - [Form 395-0136] - [Appendix _____]

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following documents within **Five (5) Working Days** after receipt of written notification:

1. Subcontractor List - [Form 395-0131] - (Construction Bids Only)

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. Contract - [Form 395-0122] - (ARRC Generated)
2. Contract - [Form 395-0130] - (Service Only)
3. Contract - [Form 395-0134] - (Supply Only)
4. Payment Bond - [Form 395-0126] - (Required for Construction, Optional for Others)
5. Performance Bond - [Form 395-0127] - (Required for Construction, Optional for Others)
6. Certificate of Insurance - [from Insurance Carrier]
11. QA/QC Plan, Approved by the ARRC
12. State of Alaska Department of Labor – Notice of Work
13. Contractors Sight Health & Safety Plan
14. Contractors Business License and Contractors License

POST AWARD DOCUMENTATION

1. State of Alaska Department of Labor – Notice of Completion
2. Certified Payrolls
3. QA/QC Reports
4. Copy of State of Alaska DOL Notice of Work Contractor Letter of Completion

395-0128 (12/99)

APPENDIX C

ALASKA BIDDERS PREFERENCE

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public.

In order to receive the Alaska Bidder Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.

APPENDIX D

BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS

Duty to Seek Clarification: ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

Terms and Conditions: Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

Contract Documents: Bidders shall familiarize themselves with the requirements of all of the Contract Documents which include, but are not limited to the "Bidders Instructions & Special Requirements", the Invitation to Bid, Bid and Contract Forms, General Conditions, Special Conditions, Specifications, Drawings, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

Examination of Site: Bidders should visit the Project Site(s) and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which may affect the Work and the cost thereof.

Examination and Interpretation of Documents: Each Bidder shall examine the Contract Documents carefully and shall make written requests to ARRC prior to Bid submission for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an Addendum by ARRC. Only a written interpretation or correction shall be binding. No Bidder shall rely on any interpretation or correction given by any other method.

Addenda: ARRC may modify the Invitation to Bid prior to the date fixed for opening of Bids by issuance of an Addendum to all parties who have been furnished the Bid Package for bidding purposes. Bidders must acknowledge receipt of all Addenda on the Construction Bid Form [Form 395-0121].

Qualification of Bidders: Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

Bid Forms: Bids must be submitted on the forms provided by ARRC, completed in all respects as required by the Bid Forms and other Contract Documents and manually signed by an authorized official of the Bidder. Bidders may make copies of the Bid Forms for submission of Bids.

Submission of Bids: Bids must be sealed, marked, and addressed as directed in the Invitation to Bid and must be delivered to the office designated in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

Modification, Correction, Withdrawal of Bids: Modification, correction or withdrawal of Bids will be allowed only as provided in ARRC Procurement Rule 1200.8.

Bid Opening: Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

Evaluation of Bids: Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1200.7. Alternative bids, if called for, are intended to provide ARRC a range of comparative costs which will allow identification of the combinations most responsive to ARRC's need. The order in which the alternatives are listed or set out in the Invitation to Bid should not be taken as any indication as to the order in which ARRC may elect to select the alternatives, if any. Bidders shall submit bid prices for all alternatives stated in the Invitation to Bid and are advised that the order in which the alternatives, if any, are chosen by ARRC, may affect which Bidder is the lowest responsive and responsible Bidder.

Bid Security: In accordance with ARRC Procurement Rule 1200.4, all Bids shall be accompanied by bid security in the form of a cashier's check or an acceptable Bid Bond, a form of which is provided herein, in the amount of five percent (5%) of the Bid price.

Rejection of Bids: ARRC reserves the right to waive minor defects or informalities in a Bid in accordance with the provisions of ARRC Procurement Rule 1200.8, or to reject any or all Bids in accordance with the provisions of ARRC Procurement Rule 1600.2.

Award of Contract: Unless the solicitation is canceled or all bids are rejected, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest, responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set out in the Invitation to Bid.

Execution of Contract: A written contract must be signed by the Bidder to whom an award is made and returned to ARRC within ten (10) calendar days, together with all required performance and payment bonds, and certificate(s) of insurance in the amounts required by the Invitation to Bid. The Bidder to whom award is made shall not be permitted to occupy the project site until he has first obtained the required insurance and submitted to ARRC proof of such insurance together with a statement certifying that said insurance conforms to requirements set forth in the Invitation to Bid.

Failure to Execute Contract: If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required bonds and insurance within the time specified, the amount of his bid security may be retained by ARRC as liquidated damages.

Government Contract Requirements: If Federal funds will be used to pay for any part of the project described in the Invitation to Bid, any contract awarded hereunder will contain

provisions requiring the successful Bidder to comply with all pertinent provisions, agreements, and clauses of the subject federal grant and all pertinent laws, regulations, Presidential directives, and executive orders to the extent they apply to the subject matter of the contract.

Drug and Alcohol-Free Workplace: Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return to work requirements contained in the Contractor's written program.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this ITB shall be good and firm for a period of thirty (30) days from the date of bid opening.

Site-Safety Plan Requirement: Before the contractor or any subcontractor begins any construction related work under this contract including but not limited to mobilization,

equipment setup, storage, etc., taking place on sites under Alaska Railroad Corporation (ARRC) control, they will submit a site Health and Safety Plan to ARRC for compatibility acceptance.

The plan must be compatible with ARRC Safety Policies, including On-Track Safety, ARRC on-site employee safety including safety for Project Managers, Construction Managers, Flaggers, Visitors, Safety personnel, Quality Assurance staff, vendors, and the public. The plan must outline procedures for first aid, emergency response, chemical exposures, spills, site sign-in requirements for site-safety briefings, coordination with ARRC dispatch, Section 6.16 (SAFETY AND PROTECTION), Section 6.17 (WORK SAFETY ON RAILROAD PROPERTY), and Section 6.18 (EMERGENCIES), other sections of the contract GENERAL CONDITIONS.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project

ALASKA BIDDER'S PREFERENCE

Preferences shall be applied to bids that qualify for an Alaska Bidder's Preference. An Alaska bidder preference is five percent (5%). "Alaska Bidder" means a person who:

1. holds a current Alaska business license;
2. submits a bid for goods, services, or construction under the name as it appears on the person's current Alaska business license;
3. has maintained a place of business within the State of Alaska staffed by bidder or an employee of the bidder for a period of six (6) months immediately preceding the date of this bid;
4. is incorporated or qualified to do business within the State of Alaska; is a sole proprietorship, and the proprietor is a resident of the State of Alaska; or is a partnership and all partners are residents of the State of Alaska;
5. is a joint venture, composed entirely of ventures that qualify under (1) through (4) of this subsection.

Contractor's Instructions for Submitting Certified Payroll (03/25/08)

This contract may include work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the DOLWD and/or it may include work on a federally funded construction project and be subject to U. S. Department of Labor Davis-Bacon Act wage/certified payroll requirements. As part of the contract the following will be required:

1. All contractors paid under a construction contract funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor

(www.access.gpo.gov/davisbacon/) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors paid under ARRC only funded construction contracts shall pay laborers and mechanics the appropriate wage established by the DOLWD, which is often called Little Davis-Bacon wages.

2. All contractors employing laborers and mechanics under this contract, including the owner/operator if he or she worked on the job, must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Owner/operators working on the project as mechanics or laborers, either as prime or subcontractor, must file certified payrolls and record all information including the hourly wage, fringe benefits, hours worked, overtime, et cetera, however they can defer the weekly payment and write over the total deductions and net pay boxes "owner/operator." Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls, with original signatures, from each subcontractor and for submitting them, along with its own, to the ARRC Certified Payroll Processor.
3. **Private utility companies** exempt by the state of Alaska from filing certified payrolls because they are working on their own lines must provide a copy of the state approved sworn work affidavit indicating they are paying state DOLWD required wages. Private Utility companies shall file Notices of Work (NOW) and Notices of Completion (NOC) with DOLWD, listing subcontractors, if any. The DOLWD approved finalized affidavit, NOW, and NOC shall be sent to the ARRC. The utility company shall collect original certified payrolls from all subcontractors and submit them weekly to the ARRC as outlined in these submission instructions.
4. These weekly certified payrolls must be sent to ARRC within seven days after the regular "payday" for that certified payroll at the following address:

The Alaska Railroad Corporation
Attn: Kassi Hupe
P.O. Box 107500
Anchorage, AK 99510-7500

The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.
5. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor's complete name**, including joint ventures, Inc., LLC. etc.
 - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state. The prime contractor must be registered even if the contractor does not work on the site, but only uses site subcontractors.

- iii. **Employee's**
 - a. Name
 - b. Address (domicile and mailing)
 - c. Social security number
 - d. Job classification
 - e. Hours worked
 - f. Wages/fringe benefits paid

Owner/operators working on the project as mechanics or laborers, either as prime or subcontractor, must file certified payrolls and record all information including the hourly wage, fringe benefits, hours worked, overtime, et cetera, however they can defer the weekly payment and write over the total deductions and net pay boxes "owner/operator."

iv. **Contracting agency project number**, which is the ARRC contract/purchase order number, is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.

v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. The final payroll must be marked FINAL.

vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed (delivered or postmarked) within seven days of the payment date of the payroll. The Statement of Compliance must have an original signature.

vii. **Stamp or write "Confidential"** on the certified payroll to help ensure the privacy of contractor employees.

Failure to submit timely, complete, and accurate weekly certified payrolls to ARRC may result in the delay of payment on the contract. Sample copies of DOLWD certified payroll forms with the "Statement of Compliance" are shown in Appendix A.

Appendix A-1: State of Alaska Certified Payroll Form, 07-6058



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

CERTIFIED PAYROLL

Contractor Name		Contractor License No.		Week Ending		Payroll No.		Contracting Agency Project #		Dept. Labor Project #		Project Name and Location		Contract Amount		Date Work Started		Est. Completion Date							
Alaska Strong Steel, Inc		28888		18-Dec-04		I		35014		04/12-15/00		Gold Creek Bridge Repair		\$50,000.00		12-Dec-04		October-05							
907-555-1212		Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee		Specific Work Class Code Including certificate #s for Electricians, Plumbers, Painters, Powderman, Asbestos Workers, Truck drivers include truck license number		Union Membership? If NONE put N/A		Date of the Month		Day of the Week		Total Hours Worked		Hourly Rate Paid		Gross Amount Earned		DEDUCTIONS		Total Deductions		Net Amount Paid		Check No. Issued	
Joe H. Worker, SSN: 555-55-5555 316 Timber Lake Road Anchorage, AK 99515		S0301 Classification: Carpenter		N/A		OT		04		M		1.50		42.15		63.23		FICA		105.29		1024.06		#678 11/04/04	
		Certificate #				ST		8.00		8.00		8.00		8.00		899.20		FED WHT TAX		259.21					
		Truck License #				FB		9.00		8.00		8.00		8.00		427.13		ESD							
		Classification Code:				OT												OTHER (EXPLAIN) Garnish or Medical Insurance							
		Classification:				ST																			
		Certificate #				FB																			
		Truck License #				OT																			
		Classification Code:				ST																			
		Classification:				FB																			
		Certificate #				OT																			
		Truck License #				ST																			
		Classification Code:				FB																			
		Classification:				OT																			
		Certificate #				ST																			
		Truck License #				FB																			
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		Classification:				ST																			
		Certificate #				FB																			
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		Truck License #				FB																			
		Classification Code:				OT																			
		Classification:				ST																			
		Certificate #				FB																			
		Truck License #				OT																			
		Classification Code:				ST																			
		Classification:				FB																			

"Confidential"

Appendix A-2: State of Alaska Certified Payroll Form, 07-0658, page 2

STATEMENT OF COMPLIANCE

Contractors & Subcontractors Please Note! **SSN MUST be listed for each employee on p. 1**

CERTIFIED PAYROLL FORM 07-0658

Contractors & Subcontractors Please Note!

8 AAC 30.020 CERTIFIED PAYROLL. (a) All Contractors (including owner/operators) who perform work on a public construction contract for the state or political subdivision of the state shall file with the Department a certified payroll (Form 07-0658) before Friday of each week that covers the preceding week.

(b) The certified payroll shall be submitted to the Department's regional office in which the work is performed.

Region I,
North of N63°

Labor Standards & Safety Div., DOLWD
675 7th Ave., Station J-1
Fairbanks, AK 99701-4583
(907) 451-2886 Fax: (907) 451-2885

Region II,
South of N63°

Labor Standards & Safety Div., DOLWD
3301 Eagle Street, Suite 301
Anchorage, AK 99503-4149
(907) 269-4900 Fax: (907) 269-4915

Region IIA, Southeast Alaska,
(From Yakutat south)
Labor Standards & Safety, DOLWD
P. O. Box 21149
1111 W. 8th Street, Rm 302
Juneau, AK 99801
(907) 465-4842 Fax: (907) 465-3884

In lieu of submitting Form 07-0658, contractors may submit his/her payroll form **THE FORM MUST CONTAIN SOCIAL SECURITY NUMBERS FOR EACH EMPLOYEE.**
The contractor's payroll record must contain the same information required on this form.

Sec. 35.05.040 requires that all contractors or subcontractors who perform work on a public construction contract for the state or a political subdivision of the state shall, **BEFORE FRIDAY OF EACH WEEK**, file with the Department of Labor and Workforce Development (DOLWD), a sworn affidavit for the previous week, setting out in detail the number of workers employed, wages paid each week, job classification of each employee, hours worked each day and week, and other information which the DOLWD requires.

CONTRACTORS WHO DISREGARD THEIR OBLIGATIONS TO THEIR EMPLOYEES, INCLUDING PAYMENT OF THE APPROPRIATE PREVAILING RATES OF PAY, UNCONDITIONAL PAYMENT, AND PAYMENT NOT LESS THAN ONCE A WEEK MAY BE DEBARRED FROM PUBLIC CONSTRUCTION.

Date: **22-Dec-04**

Jane Doe, President

(Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of persons employed by **Alaska Strong Steel, Inc.** on the

(Contractor / Subcontractor)

Gold Creek Bridge Project that during the payroll

(Building or Work)

period commencing on **12-Dec-04**, and ending on

(date)

18-Dec-04, all persons employed on said project have

(date)

been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

from the full weekly wages earned by an person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, on projects covered by Alaska Statute 36 as defined in regulations issued by the Commissioner of Labor, or on Federal Projects as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 USC 276 (c), and described below:

(c) Each laborer, mechanic or field surveyor listed on this payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as currently published by DOLWD, except as noted in Section 6(d).
 (d) Exceptions:

Exception (Craft)	Explanation

Remarks:

The willful falsification of any of the above information may constitute a violation of Title 18 and Section 231 of the United States Code. § 36.05.060.

Jane Doe

Signature (original signature required)

Jane Doe, President

Name & Title (print or type)

APPENDIX E

FORMS

**ALASKA RAILROAD CORPORATION
CONSTRUCTION BID FORM of**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation for Bids No. _____, dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of _____ Located at or near _____, according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the quantities, where such are specified in the Cost Schedule or on the plans for this Project, are approximate only and subject to increase or decrease, and that he/she 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 **Ten (10) 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 Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete the work by _____, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish a Payment Bond in the amount of One Hundred Percent (100%) and a Performance Bond in the amount of One Hundred Percent (100%) (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 No.	Date Issued	Addenda No.	Date Issued	Addenda No.	Date Issued
-------------	-------------	-------------	-------------	-------------	-------------

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she 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 proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature

Name and Title of Person Signing

Telephone Number

Facsimile Number Form 395-0121 (12/99)

**ALASKA RAILROAD CORPORATION
 BID BOND**

for ITB

DATE BOND EXECUTED

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> <input type="checkbox"/> CORPORATION <input type="checkbox"/>
STATE OF INCORPORATION	

SURETY(IES) (Name and business address)

A.	B.	C.
-----------	-----------	-----------

PENAL SUM OF BOND	DATE OF BID
--------------------------	--------------------

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), 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 or proposal in writing, date as shown above, on the following project:
 , in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC 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.	Corporate Seal
Name(s) & Titles [Typed]	1.	2.	3.	

CORPORATE SURETY(IES)

S U R E T Y A	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y 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. Form 395-0120

QUESTIONNAIRE
(Revised 9/1/2015)

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of nonresponsiveness and/or nonresponsibility.

Solicitation Number _____

Business Name: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Date Firm Established: _____

How many years has the business been under the above name? _____

Previous business name(s)if any: _____

Federal Tax ID Number: _____

Business License Number: _____

Contractor License Number (For Construction: _____

Bid Acceptance Period _____ Days. (Bids providing less than thirty-day (30) calendar days for acceptance may be considered nonresponsive and may be rejected.)

Discount for prompt pay _____ % _____ days.

Veteran Owned Business _____ Disabled _____

List any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation

List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client's name, contract amount, the contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.

Clients name, Contact person, Contact info. Description of Work and Contract Amount
(telephone, fax, and email)

<u>List any other business related experience:</u>	

Are you acting as a broker or the primary supplier in this transaction?

- Broker
- Primary Supplier

Business Information (Please check all that apply):

- The business is Individual
- The business is a Partnership
- The business is a Non-Profit
- The business is a Joint-Venture
- The business is a Corporation incorporated under the laws of the State of _____
- The business is full-time
- The business is part-time
- The business is not a certified Disadvantaged Business (DBE)
- Business is a certified DBE
- DBE was certified by State DOTPF
- DBE was certified by the Municipality of Anchorage
- Business is an 8(a)/WBE/MBE and is certified by SBA
- B business was certified by _____
- DBE Certification # is _____

Firms Annual Gross Receipts:

- <\$500,000
- \$500,000 - \$999,999
- \$1,000,000 - \$4,999,999
- \$5,000,000 - \$9,999,999
- \$10,000,000 - \$16,999,999
- >\$17,000,000

Completed by: _____ Title: _____

Signature: _____ Date: _____

ALASKA RAILROAD CORPORATION

SUBCONTRACTOR LIST

[First Tier Subcontractors Only]

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 (5th) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

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 (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

Or

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

I hereby certify that the above-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.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT FAX NUMBER

ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501
Phone 907-265-2608
Fax 907-265-2439
ThompsonL@akrr.com

ALASKA RAILROAD CORPORATION
CONSTRUCTION CONTRACT
Contract Number: Project Number XXXXXXXX

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and

a Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

Billing Information: Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, 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 following project:

_____ at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: Bid Amount, of

_____ **dollars and no/cents (\$000,000.00)** for the _____, and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (ITB, addenda and Contractors Bid) are made a part of this Contract and accepted as such, the project being situated as follows: ARRC's _____, **AK.**

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 shall be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC 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 ARRC. 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 any 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 ARRC, _____.

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 ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover: **Liquidated Damages as stated in ITB dollars and zero/cents (\$.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: **Bid Amount of _____ dollars and no/cents (\$000,000.00) Payment Bond, and Bid Amount of _____ dollars and no/cents (\$000,000.00) 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

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name
Form 395-0122

**ALASKA RAILROAD CORPORATION
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
of: _____ as Principal,
and _____
of: _____ as Surety,
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of _____ Dollars (\$ _____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid
to the Alaska Railroad Corporation, 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 Alaska Railroad Corporation,
on the _____ of _____, 20_____,
for _____, said work to be done
according to the terms of said contract.

ARRC Project: _____

NOW, THEREFORE, the conditions of the foregoing obligation is 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 this _____ day of
_____, 20_____.

Principal: _____

Address: _____

Telephone Number: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

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

Alaska Railroad Corporation [Authorized Representative] _____ Date
(Instructions on Next Page)

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, telephone number, and point of contact of the Principal and Surety shall be inserted 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 entered in words and in figures.
4. 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.

**ALASKA RAILROAD CORPORATION
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
of: _____ as Principal,
and _____
of: _____ as Surety,
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of _____ Dollars (\$ _____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid
to the Alaska Railroad Corporation, 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 Alaska Railroad Corporation,
on the _____ of _____, 20____,
for _____,
said work to be done according to the terms of said contract.

ARRC Project: _____

NOW, THEREFORE, the conditions of the foregoing obligation is 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 Alaska Railroad Corporation any sums paid him/her 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 this _____ day of
_____, 20____.

Principal: _____

Address: _____

Telephone Number: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

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

Alaska Railroad Corporation [Authorized Representative] Date
(Instructions on Next Page)

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, telephone number, and point of contact of the Principal and Surety shall be inserted 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 entered in words and in figures.
4. 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.

Form 395-0127

APPENDIX F

GENERAL CONDITIONS **(CONSTRUCTION)**

(Revised 11/14/05)

1. ARTICLE 1 - DEFINITIONS:

Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated which are applicable to both the singular and plural thereof. Working titles which have a masculine gender, are intended to refer to persons of either sex.

Terms not defined below shall have their ordinary accepted meanings within the context which they are used. "Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1961", or subsequent revision thereof, shall provide ordinarily accepted meanings. Words which have a well-known technical or trade meaning when used to describe Work, materials or equipment shall be interpreted in accordance with such meaning.

Addenda: All clarifications, corrections, or changes issued graphically or in writing by the Owner after the Invitation to Bid but prior to the opening of Bids.

Application for Payment: The form provided by the Owner which is used by the Contractor in requesting progress or Final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval: Means written approval by the Owner or his authorized representative as defined in paragraph 2.1.

ARRC Procurement Rules: Means the Rules governing the procurement of supplies, services, professional services and construction adopted by ARRC in accordance with A.S. 36.30.015(e). Said Rules may be downloaded from ARRC's web site, www.alaskarailroad.com, under General Information, Purchasing/Contracts.

A.S.: Initials which stand for Alaska Statute.

Award: The acceptance, by the Owner, of the successful Bid.

Bid: The offer of a Bidder, on the prescribed form to perform the Work in accordance with the Contract Documents at the prices quoted.

Bid Bond: The security furnished with a Bid to guarantee that the Bidder will enter into a Contract if his Bid is accepted by the Owner.

Bidder: Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a Bid for the advertised Work.

Calendar Day: Every day shown on the calendar, beginning and ending at midnight.

Change Order: A written order by the Owner directing changes to the Contract, within its general scope.

Conditions of the Contract: Those portions of the Contract Documents which define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other Conditions specified in the Invitation to Bid.

Contract: The Contract Documents form the Contract between the Owner and the Contractor for the Work to be performed. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written oral.

Contract Documents: The Contract Form, Addenda, the bidding requirements and Contractor's Bid (including all appropriate bid tender forms), the Bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings furnished by the Owner to the Contractor, together with all Change Orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Contracting Officer: The person authorized to enter into and administer the Contract on behalf of the Owner. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Contractor: The individual, firm, corporation or any acceptable combination thereof, contracting with the Owner for performance of the Work.

Contract Amount: The total moneys payable by the Owner to the Contractor under the terms of the Contract Documents.

Contract Time: The number of Calendar Days or the date specified in the Contract and authorized time extensions which identify how much time the Contractor is allowed to achieve Final Completion.

Consultant: A person, firm, agency or corporation retained by the Owner to prepare Contract Documents, perform construction administration services, or other Project related services.

Defective: An adjective which refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or Approval referred to in the Contract Documents, or has been damaged prior to the Owner's Approval of Final payment.

Directive: A written communication to the Contractor from the Owner interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been furnished by the Owner or the Owner's Consultant and are by reference made a part of the Contract Documents.

Effective Date of the Contract: The date on which the Contract is fully executed by both Contractor and the Owner.

Final Completion: The Work (or specified part thereof) has progressed to the point that all Work is complete as determined by the Owner.

General Requirements: Sections of the Contract Documents which contain administrative and procedural requirements as well as requirements for temporary facilities.

Holidays: The Owner recognizes the following Holidays:

New Years Day - January 1
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Columbus Day-Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal Holidays.

Install: Means to build into the Work, ready to be used in complete and operable condition and in compliance with the Contract Documents.

Invitation to Bid: The public announcement, as required by law, inviting Bids for Work to be performed and/or materials to be furnished.

Notice of Intent to Award: The written notice by the Owner to all Bidders identifying the apparent successful Bidder and establishing the Owner's intent to execute the Contract when all conditions required for execution of the Contract are met.

Notice to Proceed: A written notice to the Contractor to begin the Work and establishing the date on which the Contract Time begins.

Owner: The Alaska Railroad Corporation ("ARRC") or its authorized representative(s).

Payment Bond: The security furnished by the Contractor and his Surety to guarantee payment of the debts arising out of performance of the Work.

Performance Bond: The security furnished by the Contractor and his Surety to guarantee performance and completion of the Work in accordance with the Contract Documents.

Project: The total construction, of which the Work performed under the Contract Documents is the whole or a part.

Project Manager: The authorized representative of the Owner who is responsible for administration of the Contract.

Regulatory Requirements: All laws, rules, regulations, ordinances, codes and/or orders applicable to the Work.

Shop Drawings: All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material, equipment, fabrication, or erection for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor: An individual, firm, or corporation to whom the Contractor sublets part of the Contract.

Substantial Completion: Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner as evidenced by the Owner's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement: A written agreement between the Contractor and the Owner covering Work that is not within the general scope of the Contract.

Surety: The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

Unit Price Work: Work to be paid for on the basis of unit prices.

Work: Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

2. ARTICLE 2 - AUTHORITIES AND LIMITATIONS:

2.1 AUTHORITIES AND LIMITATIONS:

2.1.1 The Owner alone, shall have the power to bind the Owner and to exercise the rights, responsibilities, authorities and functions vested in the Owner by the Contract Documents, except that the Owner shall have the right to designate in writing authorized representatives to act for him.

2.1.2 Wherever any provision of the Contract Documents specifies an individual or organization, whether Governmental or private, to perform any act on behalf of or in the

interests of the Owner that individual or organization shall be deemed to be the Owner's authorized representative under this Contract but only to the extent so specified.

2.1.3 The Owner may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Owner or designate additional representatives, specifying the extent of their authority to act for the Owner. A copy of each document vesting additional authority in or removing that authority from an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

2.1.4 The Owner reserves the right to appoint a new Project Manager without affecting any of the Contractor's obligations to the Owner under this Contract.

2.1.5 The Contractor shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Owner.

2.1.6 The Contractor assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.

2.1.7 Should the Owner or his authorized representative designate Consultant(s) to act for the Owner as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any Contractual obligation or duty of the Consultant to the Contractor, any subcontractor, any supplier, or any other organization performing any of the Work or any Surety representing them.

2.1.8 The term "Owner" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Owner when authorized in accordance with Paragraph 2.1.1.

2.2 EVALUATIONS BY OWNER:

2.2.1 The Owner will decide all questions which may arise as to:

2.2.1.1 Quality and acceptability of materials furnished;

2.2.1.2 Quality and acceptability of Work performed;

2.2.1.3 Compliance with the Schedule of Progress;

2.2.1.4 Interpretation of Contract Documents;

2.2.1.5 Acceptable fulfillment of the Contract on the part of the Contractor.

2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents, whenever the terms "as ordered", "as directed", "as required", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Owner".

2.2.3 When such terms are used to describe a requirement, direction, review or judgment of the Owner as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise).

2.2.4 The use of any such term or adjective shall not be effective to assign to the Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

2.3 MEANS & METHODS:

2.3.1 The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the Contractor.

2.4 VISITS TO SITE:

2.4.1 The Owner will make visits to the site, off-site fabrication sites and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

2.4.2 Such observations or the lack of such observations shall in no way relieve the Contractor from his duty to perform the Work in accordance with the Contract Documents.

3. ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE:

3.1 INCOMPLETE CONTRACT DOCUMENTS:

3.1.1 The execution of the Contract by the Contractor is considered a representation that the Contractor examined the Contract Documents to make certain that all sheets and pages were provided and that the Contractor is satisfied as to the conditions to be encountered in performing the Work.

3.1.2 The Owner expressly denies any responsibility or liability for a Bid submitted on the basis of an incomplete set of Contract Documents.

3.2 COPIES OF CONTRACT DOCUMENTS:

3.2.1 The Owner shall furnish to the Contractor up to five copies of the Contract Documents.

3.2.2 Additional copies will be furnished, upon request, at the cost of reproduction stated in the Invitation to Bid.

3.3 SCOPE OF WORK:

3.3.1 The Contract Documents comprise the entire Contract between the Owner and the Contractor concerning the Work.

3.3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

3.3.3 It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

3.4 INTENT OF CONTRACT DOCUMENTS:

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents.

3.4.2 Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Amount or Contract Time, whether or not specifically called for.

3.4.3 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or

Regulatory Requirements in effect at the time of advertisement for the Project (or, in the Effective Date of the Contract if there was no advertisement).

3.4.4 However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner and the Contractor, or any of their Consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Owner or any of the Owner's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.4.5 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.5 DISCREPANCY IN CONTRACT DOCUMENTS:

3.5.1 Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements.

3.5.2 Work in the area by the Contractor shall imply verification of figures, dimensions and field measurements.

3.5.3 If, during the above study or during the performance of the Work, the Contractor finds a conflict, error, discrepancy or omission in the Contract Document, or a discrepancy between the Contract Documents and any standard specification, manual, code, or regulatory requirement which affects the Work, the Contractor shall promptly report such discrepancy in writing to the Owner.

3.5.4 The Contractor shall obtain a written interpretation or clarification from the Owner before proceeding with any Work affected thereby.

3.5.5 Any adjustment made by the Contractor without this determination shall be at his own risk and expense.

3.5.6 However, the Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have know thereof.

3.6 DISCREPANCY - ORDER OF PRECEDENCE:

3.6.1 When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

3.6.1.1 Supplementary Conditions

3.6.1.2 General Conditions

3.6.1.3 Technical Specification

3.6.1.4 Drawings

3.6.1.5 Standard Construction Details

3.6.1.6 Standard Specifications

3.6.2 The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If the Contractor discovers an error or omission, the Owner shall be promptly notified. The Owner will make corrections and interpretation as necessary to fulfill the intent of the Contract. Scaled measurements shall not be used when the dimensions on the plan are given or can be computed.

3.7 CLARIFICATIONS AND INTERPRETATIONS:

3.7.1 The Owner will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Owner may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3.8 REUSE OF DOCUMENTS:

3.8.1 Neither the Contractor nor any subcontractor, or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with the Owner shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the Owner and they shall not reuse any of the Contract Documents on extensions of the Project or any other Project without written consent of the Owner.

3.8.2 Contract Documents prepared by the Contractor in connection with the Work shall become the property of the Owner.

4. ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS:

4.1 AVAILABILITY OF LANDS:

4.1.1 The Owner shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the Contractor in connection with the Work.

4.1.2 Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents.

4.1.3 The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 VISIT TO SITE:

4.2.1 The execution of the Contract by the Contractor is considered a representation that the Contractor has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

4.3 EXPLORATIONS AND REPORTS:

4.3.1 Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Owner in preparation of the Contract Documents.

4.3.2 The Contractor may for his purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof.

4.3.3 Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, Contractor shall have full responsibility with respect to surface and subsurface conditions at the site.

4.4 UTILITIES:

4.4.1 The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the Owner by the owners of such underground utilities.

4.4.2 The Contractor shall have full responsibility for:

4.4.2.1 Reviewing and checking all information and data concerning utilities.

4.4.2.2 Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.

4.4.2.3 Coordination of the Work with the owners of all utilities during construction.

4.4.2.4 Safety and protection of all utilities as provided in paragraph 6.16.

4.4.2.5 Repair of any damage to utilities resulting from the Work in accordance with paragraphs 4.4.4 and 4.5.

4.4.3 If Work is to be performed by any utility owner, the Contractor shall cooperate with such owner to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the utility owner and the Owner.

4.4.5 If service is interrupted repair Work shall be continuous until the service is restored.

4.4.6 No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

4.5 DAMAGED UTILITIES:

4.5.1 When utilities are damaged by the Contractor, the utility owner shall have the choice of repairing the utility or having the Contractor repair the utility.

4.5.2 In the following circumstances, the Contractor shall reimburse the utility Owner for repair costs or provide at no cost to the utility owner or the Owner, all materials, equipment and labor necessary to complete repair of the damage:

4.5.2.1 When the utility is shown or indicated in the Contract Documents.

4.5.2.2 When the utility has been located by the utility owner.

4.5.2.3 When no locate was requested by the Contractor for utilities shown or indicated in the Contract Documents.

4.5.2.4 All visible utilities.

4.5.2.5 When the Contractor could have, otherwise, reasonably been expected to be aware of such utility.

4.6 UTILITIES NOT SHOWN OR INDICATED:

4.6.1 If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.18) identify the Owner of such underground facility and give written notice thereof to that owner and to the Owner.

4.6.2 The Owner will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility.

4.6.3. The Contract Documents will be amended or supplemented to the extent necessary through the issuance of a Change Order by the Owner.

4.6.4 During such time, the Contractor shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.16.

4.6.5 The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of.

4.7 SURVEY CONTROL:

4.7.1 The Owner will identify sufficient horizontal and vertical control data to enable the Contractor to survey and layout the Work.

4.7.2 All survey control work shall be performed under the direct supervision of a registered Land Surveyor.

4.7.3 Upon completion of survey work, all equipment and unused materials shall be removed and the Owner's property shall be left in a neat and clean condition satisfactory to the Owner.

4.7.4 Should the Contractor or its subcontractor fail to comply with the preceding subparagraph, the Owner may perform the required clean-up. All Owner costs and expenses for performing this work shall be collected from the Contractor.

5. ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION:

5.1 DELIVERY OF BONDS:

5.1.1 When the Contractor delivers the executed Contract to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish in accordance with paragraph 5.2.

5.2 BONDS:

5.2.1 The Contractor shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents.

5.2.2 These bonds shall remain in effect for one year after the date of Final Completion and until all obligations under this Contract, except special guarantees as per paragraph 12.7, have been met.

5.2.3 All bonds shall be furnished on forms provided by the Owner (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska.

5.2.4 The Owner may at his option copy the Surety with notice of any potential default or liability.

5.3 REPLACEMENT OF BOND AND SURETY:

5.3.1 If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the Owner, or if any such Surety fails to furnish reports as to his financial condition as requested by the Owner, the Contractor shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to Owner.

5.4 INSURANCE REQUIREMENTS:

5.4.1 The Contractor shall carry and maintain throughout the life of this Contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the Owner shall be named as an additional named insured under the insurance coverage so specified, with respect to the performance of the Work.

5.4.2 There shall be no right of subrogation against the Owner or its agents performing work in connection with the Work, and this waiver of subrogation shall be endorsed upon the policies.

5.4.3 Insurance shall be placed with the companies acceptable to the Owner, and these policies providing coverage thereunder shall contain provisions that no cancellation or

material changes in the policy shall become effective except upon 30 days prior written notice thereof to the Owner.

5.4.4 Prior to commencement of the Work, the Contractor shall furnish certificates to the Owner, in duplicate, evidencing that the insurance policy provisions required hereunder are in force.

5.4.5 Acceptance by the Owner of deficient evidence of insurance does not constitute a waiver of Contract insurance requirements.

5.4.6 The Contractor shall furnish the Owner with certified copies of policies upon request. The minimum coverages and limits required are as follows:

5.4.7 Worker's Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the Work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act and the Federal Employers Liability Act.

5.4.8 Commercial General Liability with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. Coverage shall not contain any exclusions of Explosion, Collapse, or Underground.

5.4.9 Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

5.4.10 If Work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$5,000,000.

5.4.11 If Work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$5,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of the Owner if the Contractor self-insures the equipment and will waive all rights of recovery against the Owner in writing.

5.4.12 Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The Owner has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

5.4.13 Where applicable, Pollution Liability insurance with a Project limit of not less than \$5,000,000 to include coverage for Asbestos, Hazardous Materials, Lead or other related environmental hazards.

5.4.14 Builder's Risk Insurance: Coverage shall be on an "All Risk" completed value basis and protect the interests of the Owner the Contractor and his subcontractors. Coverage shall include all materials, equipment and supplies that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site and in transit from port of arrival to jobsite and while temporarily located away from the Project site.

5.4.15 All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Contractor agrees to maintain "claims made" coverage for a minimum of two years after Project Completion.

5.5 INDEMNIFICATION:

5.5.1 The Contractor shall indemnify, save harmless, and defend the Owner and its agents and its employees from any and all claims or actions for injuries or damages sustained

by any person or property arising directly or indirectly from the Work or the Contractor's performance of this Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the Owner or its agents.

6. ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

6.1 SUPERVISION OF WORK:

6.1.1 The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

6.1.2 All Work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.1.3 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent. The Owner shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Completion.

6.1.4 The superintendent will be the Contractor's representative at the site and shall have full authority to act and sign documents on behalf of the Contractor.

6.1.5 All communications given to the superintendent shall be as binding as if given to the Contractor.

6.1.6 The Contractor shall cooperate with the Owner in every way possible.

6.2 CHARACTER OF WORKERS:

6.2.1 The Contractor shall provide a sufficient number of competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents.

6.2.2 The Contractor shall at all times maintain good discipline and order at the site.

6.2.3 The Owner may, in writing, require the Contractor to remove from the Work any employee the Owner deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Owner shall have no duty to exercise this right.

6.3 CONTRACTOR TO FURNISH:

6.3.1 Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.4 MATERIALS AND EQUIPMENT:

6.4.1 All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

6.4.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Owner or any of the Owner's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 2.3 or 2.4.

6.5 ANTICIPATED SCHEDULES:

6.5.1 The construction of this project shall be planned and recorded with a Critical Path Method ("CPM") schedule. The schedule shall be used for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, supplies, utility companies and review activity of the Owner. Within a reasonable time prior to the preconstruction conference, the Contractor shall submit for Owner's approval, a detailed initial CPM schedule. The schedule shall meet the requirements set forth below. The construction time for the entire project shall not exceed the specified Contract Time. Following the Owner's review, if revisions to the proposed CPM schedule are required, the Contractor shall do so promptly. The CPM schedule must be finalized within 30 days of the Notice to Proceed.

6.5.2 The CPM schedule shall be presented as a Precedence Diagram Network developed in the activity-on-node format and shall include a description of no less than 15 major project activities, the duration of each of the project activities, the resources required for each of the project activities, including:

6.5.2.1 labor, showing workdays per week, holidays, shifts per day, men per shift, and hours per shift;

6.5.2.2 equipment, including the number of units of each type of equipment; and

6.5.2.3 materials.

6.5.3 Owner reserves the right to adjust or add to the required project activities.

6.5.4 The activity-on-node diagram shall show the sequence and interdependence of all activities required for complete performance of all items of Work under this Contract, including shop drawings submittals and reviews and fabrication and delivery activities. No activity duration shall be longer than 15 working days without the Owner's approval. Owner reserves the right to limit the number of activities on the schedule.

6.5.5 Before proceeding with any Work on site, the Contractor shall prepare, submit, and receive the Owner's approval of a 60-Day Preliminary Schedule. The Preliminary Schedule shall provide a detailed breakdown of activities scheduled for the first 60 days of the project and summary of activities for Work beyond 60 days. Said schedule shall include mobilization, submittals, procurement, and construction.

6.5.6 No Work may be pursued at the site without an approved 60-Day Preliminary Schedule or an approved CPM schedule. A Finalized CPM Schedule with detailed breakdown of activities for the entire contract period shall be submitted prior to the first progress payment and accepted prior to application of the second progress payment. The Contractor shall create a baseline schedule of the Accepted Finalized Schedule.

6.5.7 Within fifteen days after the date of the Notice to Proceed, the Contractor shall submit to the Owner for review: anticipated schedule of Shop Drawing submissions, and anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Amount and will subdivide the Work into no less than 15 line item component parts to serve as the basis for progress payments during construction.

6.5.8 Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the Contractor at the time of submission

6.5.9 The CPM schedule shall be submitted in an MS Project 2000 format. For each submittal required hereunder, Contractor shall submit one copy in an electronic format and one hard copy.

6.6 FINALIZING SCHEDULES:

6.6.1 Prior to processing the first Application for Payment, the Owner and the Contractor will finalize the schedules required by paragraph 6.5.

6.6.2 Acceptance by the Owner of the progress schedule will neither impose on the Owner nor relieve the Contractor from full responsibility for the progress or scheduling of the Work.

6.6.3 If accepted, the Finalized Schedule of Shop Drawings and other required submissions will be acceptable to the Owner as providing a workable arrangement for processing the submissions. If accepted the Finalized Schedule of Values will be acceptable to the Owner as an approximation of anticipated value of Work accomplished over the anticipated Contract Time.

6.6.4 Receipt and acceptance of a schedule submitted by the Contractor shall not be construed to assign responsibility for performance or contingencies to the Owner or relieve the Contractor of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time.

6.6.5 Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

6.7 ADJUSTING SCHEDULES:

6.7.1 Job site progress meetings will be held bi-weekly by the Owner and the Contractor for the purpose of updating the CPM schedule. Progress will be reviewed to verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed logic and/or time estimate revisions. The Contractor shall submit a reviewed CPM schedule within seven (7) calendar days after this meeting. The revised schedule shall show finish dates of completed activities and updated times for the remaining Work, including any addition, deletion, or revision of activities required by contract modification. In submitting a revised CPM schedule, the Contractor shall state specifically the reason for the revision and the adjustments made in this schedule or methods of operation to ensure completion of all Work within the Contract Time.

6.7.2 The Contract Time will be adjusted only for causes specified in this Contract. As determined by CPM analysis, only delays in activities, which affect milestones dates or contract completion dates will be considered for a time extension. It is understood and agreed by the Owner and the Contractor that float is shared equally. Project float is the time between the scheduled completion of the Work and Substantial Completion and is a resource available to both the Owner and the Contractor. Neither owns the float: the Project owns the float. As such, liability for delay of the Substantial Completion date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion date.

6.7.3 In addition to the CPM schedule, every week during construction, the Contractor shall submit a work plan detailing his/her proposed operations for the forthcoming two (2) weeks. The work plan presented shall be a time scaled Two Week Look Ahead bar chart based and correlated by activity number to the current schedule. In the event portions of the Work affecting critical milestone dates or contract completion dates are in danger of being delayed, or actually are delayed, the Contractor shall develop and present a plan for remedial action. This plan shall detail the following:

- 6.7.3.1 work activities;
- 6.7.3.2 manpower involved by trade;
- 6.7.3.3 work hours;
- 6.7.3.4 equipment involved; and
- 6.7.3.5 the location of the work to be performed.

6.7.4 Preparation and updating of the CPM schedule and Two Week Work Plans will not be paid for directly. Failure to submit the CPM work schedule and Two Week Work Plans as specified will result in partial withholding of progress payments.

6.8 SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.8.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required.

6.8.2 Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Owner only if sufficient information is submitted by the Contractor which clearly demonstrates to the Owner that the material or equipment proposed is equivalent or equal in all aspects to that named.

6.8.3 Requests for review of substitute items of material and equipment will not be accepted by the Owner from anyone other than the Contractor.

6.8.4 If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Owner for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

6.8.5 The application will state that the evaluation and acceptance of the proposed substitute will not delay the Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with the Owner for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

6.8.6 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated.

6.8.7 The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner in evaluating the proposed substitute.

6.8.8 The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

6.8.9 The Owner may reject any substitution request which the Owner determines is not in the best interest of the Owner.

6.9 SUBSTITUTE MEANS AND METHODS:

6.9.1 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Owner, if the Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

6.10 EVALUATION OF SUBSTITUTION:

6.10.1 The Owner will be allowed a reasonable time within which to evaluate each proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Owner's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with paragraphs 6.19 and 6.20. The Owner may require the Contractor to furnish at the Contractor's expense a special Performance Bond or other Surety with respect to any substitute.

6.11 DIVIDING THE WORK:

6.11.1 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among subcontractors or suppliers or delineating the Work to be performed by any specific trade, except as required by law.

6.12 SUBCONTRACTORS:

6.12.1 The Contractor may utilize the services of licensed specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:

6.12.2 The Contractor shall not award any Work to any subcontractor without prior written Approval of the Owner. This Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor which shall contain required E.E.O. Documents, evidence of insurance, and a copy of the proposed subcontract executed by the subcontractor.

6.12.3 No acceptance by the Owner of any such subcontractor shall constitute a waiver of any right of the Owner to reject Defective Work.

6.12.4 The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

6.12.5 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate written agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.

6.12.6 Nothing in the Contract Documents shall create any contractual relationship between the Owner and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by Regulatory Requirements.

6.12.7 The Owner will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

6.12.8 The Contractor and subcontractors shall coordinate their Work and facilitate general progress of Work.

6.12.9 Each trade shall afford other trades every reasonable opportunity for installation of their Work and storage of materials.

6.12.10 If cooperative Work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the Contractor with no change in Contract Amount or Contract Time.

6.12.11 The Contractor shall include on his own payrolls any person or persons working on the Contract who are not covered by written subcontract, and shall ensure that all subcontractors include on their payrolls all persons performing Work under the direction of the subcontractor.

6.13 USE OF PREMISES:

6.13.1 The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

6.13.2 The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work.

6.13.3 Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall defend, indemnify and hold the Owner and its agents harmless therefrom.

6.14 STRUCTURAL LOADING:

6.14.1 The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.15 RECORD DOCUMENTS:

6.15.1 The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Field Memos, Work Orders, Change Orders, Supplemental Agreements, and written interpretations and clarifications issued pursuant to paragraph 3.7 in good order and annotated to show all changes made during construction.

6.15.2 Copies of these record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be provided to the Owner on site.

6.15.3 Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Owner.

6.15.4 Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.16 SAFETY AND PROTECTION:

6.16.1 The Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

6.16.2 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.16.2.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.16.2.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.16.2.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

6.16.3 In the performance of this contract, the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner 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.

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 the OSHA 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).

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).

6.16.4 The Contractor shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.16.5 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor with no change in Contract Amount or Contract Time except as stated in paragraph 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, or the public enemy or governmental authorities.

6.16.6 The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until Final Completion except as otherwise expressly provided in connection with Substantial Completion.

6.16.7 The Contractor shall designate a responsible safety representative at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

6.17 WORK SAFETY ON RAILROAD PROPERTY:

6.17.1 The safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of the Work pursuant to this contract. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed while working on Alaska Railroad Corporation ("ARRC") property. Further railroad safety information may be obtained from the ARRC Safety Office at 907-265-2440. Safety information is also available on the ARRC website at www.alaskarailroad.com.

6.17.2 In the event Contractor or its subcontractor will be performing construction or other activities on or in close proximity to a railroad track, the Contractor shall be responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection ("RWP") regulations (49 CFR 214, Subpart C). Under 49 CFR 214, Subpart C, railroad contractors are responsible for the training of their employees on these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any RWP related Work. Specific information on Railroad Safety Plans may be obtained from the ARRC Safety Office at 907-265-2440.

6.17.3 In the event Contractor will be performing construction or other activities on a railroad bridge, the provisions of 49 CFR 214 regarding bridge worker safety shall apply. All bridge related Work shall be conducted in strict compliance with the bridge worker safety standards set forth in 49 CFR 214 and the Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any bridge related Work.

6.17.4 Contractor shall arrange with ARRC to keep itself informed on the time of arrival of all trains and shall stop any of Contractor's or Subcontractor's operations which might be or

cause a hazard to the safe passage of the train past the Work site from 10 minutes before the expected arrival of the train until it has passed or at any other time as directed by the flagman.

6.17.5 ARRC flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, an ARRC qualified flagman will provide a safety briefing prior to the commencement of the Work to discuss how and when protection from train traffic is to be provided. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, ARRC may require a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a one hour ARRC provided training course for Contractor's project supervisors prior to the initiation of Work on ARRC property.

6.17.6 The Contractor and/or Subcontractor shall arrange for ARRC flag protection when performing any Work within 20 feet of any track. All Work within 20 feet of the track shall cease when a train passes and all Contractor and Subcontractor employees shall maintain a distance of at least 20 feet from the track until the train has safely passed. In addition, any Work that could come within 20 feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within 20 feet of the tracks. Pile driving shall not be done when trains are passing the Work site. Vehicles and other construction equipment shall not be operated or parked closer than 20 feet from any track without ARRC flag protection.

6.17.7 Track outages require ARRC's prior approval. Prior to a proposed track outage, the Contractor shall submit a closure plan to ARRC for approval. The plan will describe the Work to be accomplished, the equipment, manpower and other resources required, and the schedule. Once approved by ARRC, the Contractor shall follow the plan. ARRC reserves the right to assume control of the Work to reestablish rail service if the schedule is not met. Contractor shall bear all costs and damages which may result from failure to meet the closure schedule.

6.17.8 Whenever an ARRC flag person is required for performance of the Work, he or she will be provided by the ARRC at no expense to the Contractor. A minimum of 48 hours notice is required for ARRC flag protection.

6.18 EMERGENCIES:

6.18.1 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, is obligated to act to prevent threatened damage, injury or loss.

6.18.2 The Contractor shall give the Owner prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents is required because of the action taken in response to an emergency. A change will be authorized by one of the methods indicated in paragraph 9.2, as determined appropriate by the Owner.

6.19 SHOP DRAWINGS AND SAMPLES:

6.19.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, the Contractor shall submit to the Owner for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Owner may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Owner to review the information as required.

6.19.2 The Contractor shall also submit to the Owner for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.19.3 Before submission of each Shop Drawing or sample the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.19.4 At the time of each submission the Contractor shall give the Owner specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Owner for review and Approval of each such variation.

6.19.5 All variations of the proposed Shop drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated.

6.19.6 The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner in evaluating the proposed variation.

6.19.7 If the variation may result in a change of Contract Time or Amount, or Contract responsibility, and is not minor in nature, the Contractor must submit a written request for Change Order with the variation to notify the Owner of his intent.

6.19.8 The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed variation.

6.19.9 The Owner may reject any variation request which the Owner determines is not in the best interest of the Owner.

6.20 SHOP DRAWING AND SAMPLE REVIEW:

6.20.1 The Owner will review with reasonable promptness Shop Drawings and samples, but the Owner's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto.

6.20.2 The review of a separate item as such will not indicate acceptance of the assembly in which the item functions.

6.20.3 The Contractor shall make corrections required by the Owner and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review.

6.20.4 The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner on previous submittals.

6.20.5 The Owner's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing advised the Owner of each such variation at the time of submission as required by paragraph 6.19.4.

6.20.6 The Owner, if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been

requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification.

6.20.7 No Approval by the Owner will relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.

6.20.8 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Owner's review of the pertinent submission will be at the sole expense and responsibility of the Contractor.

6.21 MAINTENANCE DURING CONSTRUCTION:

6.21.1 The Contractor shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

6.22 CONTINUING THE WORK:

6.22.1 The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner.

6.22.2 No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the Contractor and the Owner may otherwise agree in writing.

6.23 CONSENT TO ASSIGNMENT:

6.23.1 The Contractor shall obtain the prior written consent of the Owner to any proposed assignment of any interest in, or part of this Contract.

6.23.2 The consent to any assignment or transfer shall not operate to relieve the Contractor or his Sureties of any of his or its obligations under this Contract or the Performance Bonds.

6.23.3 Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the Contractor's creditors pursuant to law.

6.24 USE OF EXPLOSIVES:

6.24.1 When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives.

6.24.2 The Contractor shall be responsible for all damage resulting from the use of explosives.

6.24.3 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked.

6.24.4 Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.

6.24.5 The Contractor shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury.

6.24.6 However, the Contractor shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.25 CONTRACTOR'S RECORDS:

6.25.1 Records of the Contractor and subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the Contract, must be kept on a generally recognized accounting system.

6.25.2 Such records must be available during normal Work hours to the Owner for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.

6.25.3 Payroll records must contain the name and address of each employee, his correct classification, social security number, rate of pay, daily and weekly number of hours of worked, deductions made, and actual wages paid and any other information required by the U.S. and/or State Department of Labor.

6.25.4 The Contractor and subcontractors shall make employment records available for inspection by the Owner and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.

6.25.5 Records of all communications between the Owner and the Contractor and other parties, where such communications affected performance of this Contract, must be kept by the Contractor and maintained for a period of three years from Final Completion.

6.25.6 The Owner or its assigned representative may perform an audit of these records during normal work hours after written notice to the Contractor.

6.26 CONSTRUCTION QUALITY CONTROL PLAN:

6.26.1 The Contractor shall establish and maintain an effective quality management system. The quality management system shall consist of plans, procedures, and the organization necessary to provide material, equipment, and workmanship to comply with the requirements of the contract documents. The system shall cover the proposed sequence of the work including both on-site and off-site operations. To meet this requirement, the Contractor shall prepare a Construction Quality Control (CQC) plan that addresses all quality control requirements specified in the contract documents. A complete, detailed CQC plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project. The CQC must be approved in writing by the Project Manager prior to proceeding with the Work. The Contractor shall not revise the CQC or the quality staffing levels or replace any of the key personnel specified therein without prior written approval from the Project Manager.

7. ARTICLE 7 - LAWS AND REGULATIONS:

7.1 LAWS TO BE OBSERVED:

7.1.1 The Contractor shall keep fully informed of all Federal and State Regulatory Requirements and all Orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work.

7.1.2 The Contractor shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall defend and indemnify the Owner and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the Contractor, subcontractor, or any employee of either.

7.1.3 Except where otherwise expressly required by applicable Regulatory Requirements, the Owner shall not be responsible for monitoring Contractor's compliance with any Regulatory Requirements.

7.2 PERMITS, LICENSES, AND TAXES:

7.2.1 The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the Contractor shall pay all Federal, State and local taxes incurred by the Contractor, in the performance of the Contract. Proof of payment of these taxes is a condition precedent to Final payment by the Owner under this Contract.

7.2.2 The Contractor's certification that taxes have been paid (as contained in the Release of Contract) will be verified with the Department of Revenue and Department of Labor, prior to Final payment.

7.2.3 If any Federal, State or local tax is imposed, charged, or repealed after the date of Bid opening and is made applicable to and paid by the Contractor on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.3 PATENTED DEVICES, MATERIALS AND PROCESSES:

7.3.1 If the Contractor employs any design, device, material, or process covered by letters of patent, trademark or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner.

7.3.2 The Contractor and the Surety shall, defend, indemnify and save harmless the Owner and its agents, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 COMPLIANCE OF SPECIFICATION AND DRAWINGS:

7.4.1 If the Contractor observes that the Specification and Drawings supplied by the Owner are at variance with any Regulatory Requirements, Contractor shall give the Owner prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Owner.

7.4.2 If the Contractor performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Owner, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and Drawings supplied by the Owner are in accordance with such Regulatory Requirements.

7.5 ACCIDENT PREVENTION:

7.5.1 The Contractor shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 SANITARY PROVISIONS:

7.6.1 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and Owner representatives in strict accordance with the requirements of the State and local Boards of Health, OSHA or of other bodies or tribunals having jurisdiction.

7.7 BUSINESS REGISTRATION:

7.7.1 The Contractor shall comply with AS 08.18.011, as follows: *"it is unlawful for a person to submit a bid or Work as a Contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered*

registered if one of the general partners or venturers whose name appears in the name under which the partnership or venture does business is registered."

7.8 PROFESSIONAL REGISTRATION AND CERTIFICATION:

7.8.1 All craft trades, architects, engineers and land surveyors, electrical administrators, explosive handlers, and welders employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, 08.52, and 08.99.

7.8.2 Provide copies of individual licenses within seven days following a request from the Owner.

7.9 LOCAL BUILDING CODES:

7.9.1 The Contractor shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including the obtaining of required permits.

7.10 AIR QUALITY CONTROL:

7.10.1 The Contractor shall comply with all applicable provision of AS 46.03.04 as pertains to Air Pollution Control.

7.11 ARCHAEOLOGICAL OR PALEONTOLOGICAL DISCOVERIES:

7.11.1 When the Contractor's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the Contractor shall cease operations immediately and notify the Owner.

7.11.2 No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed.

7.11.3 Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra Work, such shall be covered by an appropriate Contract change document.

7.12 WAGES AND HOURS OF LABOR:

7.12.1 The Contractor shall submit certified payrolls bearing an original signature on a weekly or biweekly basis to the State Department of Labor as required by law, and shall comply with all other applicable labor reporting laws. The Contractor shall also submit certified payrolls bearing an original signature, along with those of its subcontractors, to the Owner on a weekly basis and shall retain copies of the payrolls for a minimum of three (3) years.

7.12.2 The Contractor shall be responsible for the submission and retention of certified payrolls of all of its subcontractors.

7.12.3 The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in the Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed.

7.12.4 The Contractor and its subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor.

7.13 THE FOLLOWING LABOR PROVISIONS SHALL ALSO APPLY TO THIS CONTRACT:

7.13.1 The Contractor and his subcontractors shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in the Invitation to Bid, regardless of the contractual relationship between the Contractor or Subcontractors and laborers, mechanics, or field surveyors. 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. The Owner shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field

surveyors employed by the Contractor or Subcontractors the difference between the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and the rates of wages in fact received by laborers, mechanics or field surveyors.

7.14 OVERTIME WORK HOURS AND COMPENSATION:

7.14.1 Pursuant to 40 U.S.C. 327-330 and AS 23.10.060, the Contractor shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours.

7.14.2 In the event of any violation of this provision, the Contractor shall be liable to any affected employee for any amounts due and penalties and to the Owner for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.15 COVENANT AGAINST CONTINGENT FEES:

7.15.1 The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

7.15.2 For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in its discretion, to deduct such improper consideration from the Contract Amount or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.16 OFFICIALS NOT TO BENEFIT:

7.16.1 No member of or delegate to the U.S. Congress, the State Legislature, or other State or Owner officials shall be admitted to any share or part of this Contract, nor to any benefit that may arise there from. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

7.17 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

7.17.1 In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Owner by the Contract, there will be no liability upon the Owner nor upon its agents or authorized as its representatives, either personally or as officials of the State of Alaska, it being always understood that in such matters they act as agents and representatives of the Owner.

8. ARTICLE 8 - OTHER WORK:

8.1 RELATED WORK AT SITE:

8.1.1 The Owner reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.

8.1.2 When separate contracts are let within the limits of the Project, the Contractor shall conduct his work so as not to interfere with or hinder the work being performed by other contractors. The Contractor shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents, the Contractor shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the Owner and its agents from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors.

8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work. If the Contractor believes that such performance will require an increase in Contract Amount or Contract Time, the Contractor shall notify the Owner of such required increase within fifteen (15) calendar days following receipt of the Owner's notice. Should the Owner find such increase(s) to be justified, a Change Order will be executed.

8.2 ACCESS, CUTTING, AND PATCHING:

8.2.1 The Contractor shall afford each utility owner and any other contractor who is a party to such a direct contract with the Owner (or the Owner, if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with the work of others.

8.2.2 The Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work, the Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter such other Work with the written consent of the Owner.

8.2.3 The duties and responsibilities of the Contractor under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct Contracts between the Owner and other contractors.

8.3 DEFECTIVE WORK BY OTHERS:

8.3.1 If any part of the Contractor's Work depends for proper execution or results upon the Work of any such other Contractor, utility owner, or the Owner, the Contractor shall inspect and promptly report to the Owner in writing any delays, defects or deficiencies in such Work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other Work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other Work.

8.4 COORDINATION:

8.4.1 If the Owner contracts with others for the performance of other Work at the site, Owner will have authority and responsibility for coordination of the activities among the various contractors.

9. ARTICLE 9 - CHANGES:

9.1 OWNER'S RIGHT TO CHANGE:

9.1.1 Without invalidating the Contract and without notice to any Surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

9.1.1.1 In the Contract Documents;

9.1.1.2 In the method or manner of performance of the Work;

9.1.1.3 In Owner-furnished facilities, equipment, materials, services, or site;

9.1.1.4 Directing acceleration in the performance of the Work.

9.2 AUTHORIZATION OF CHANGES WITHIN THE GENERAL SCOPE:

9.2.1 Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in paragraph 9.1 shall be authorized by one or more of the following ways:

9.2.1.1 Directive (pursuant to paragraph 9.3)

9.2.1.2 A Change Order (pursuant to paragraph 9.4)

9.2.1.3 Owner's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the Contractor as required by paragraph 6.19.4.

9.3 DIRECTIVE:

9.3.1 The Owner shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.7).

9.3.2 The Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Time and are consistent with the overall intent of the Contract Documents.

9.3.3 The Owner may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.

9.3.4 The Owner may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.18).

9.3.5 Upon the issuance of a directive to the Contractor by the Owner, the Contractor shall immediately proceed with the performance of the Work as prescribed by such directive.

9.3.6 If the Contractor believes that the changes noted in a directive may cause an increase in the Contract Amount or an extension of Contract Time, the Contractor shall immediately provide written notice to the Owner depicting such increases before proceeding with the directive, except in the case of an emergency.

9.3.7 If the Owner finds the increase in Contract Amount or the extension of Contract Time justified, a Change Order will be issued.

9.3.8 If however, the Owner does not find that a Change Order is justified, the Owner may direct the Contractor to proceed with the Work.

9.3.9 The Contractor shall cooperate with the Owner in keeping complete daily records of the cost of such Work.

9.3.10 If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a cost of the Work basis as provided in paragraph 10.4.

9.4 CHANGE ORDER:

9.4.1 A change in Contract Time, Contract Amount, or responsibility may be made for changes within the scope of the Work only by Change Order.

9.4.2 Upon receipt of an executed Change Order, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided.

9.4.3 Changes in Contract Amount and Contract Time shall be made in accordance with Articles 10 and 11.

9.5 SHOP DRAWING VARIATIONS:

9.5.1 Variations by Shop Drawings shall only be eligible for consideration under paragraph 9.4 when the conditions affecting the price, time, or responsibility are identified by the Contractor in writing and a request for a Change Order is submitted as per paragraph 6.19.7.

9.6 CHANGES OUTSIDE THE GENERAL SCOPE; SUPPLEMENTAL AGREEMENT

9.6.1 Any change which is outside the general scope of the Contract, as determined by the Owner, must be authorized by the appropriate representatives of the Owner and the Contractor.

9.7 UNAUTHORIZED WORK:

9.7.1 The Contractor shall not be entitled to an increase in the Contract Amount or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.18 and except in the case of uncovering Work as provided in paragraph 12.4.4.

9.8 NOTIFICATION OF SURETY:

9.8.1 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents including, but not limited to, Contract Amount or Contract Time is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

9.9 DIFFERING SITE CONDITIONS:

9.9.1 The Contractor shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.18), notify the Owner in writing of:

9.9.1.1 subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or

9.9.1.2 unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

9.9.2 The Owner shall promptly investigate the conditions, and if the Owner finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

9.9.3 Any claim for additional compensation by the Contractor under this clause shall be made in accordance with Article 15 and shall not be allowed unless the Contractor has first given the notice required by this Contract.

9.9.4 In the event that the Owner and the Contractor are unable to reach an agreement concerning an alleged differing site condition, the Contractor will be required to keep an accurate and detailed record which will indicate the actual cost of the Work done under the alleged differing site condition.

9.9.5 Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Owner shall be given the opportunity to supervise and check the keeping of such records.

9.10 VALUE ENGINEERING PROPOSALS BY THE CONTRACTOR:

9.10.1 Proposals may be submitted to the Owner for modifying the plans, specifications, or other requirements of the Contract for the sole purpose of reducing the total costs of construction without impairing in any manner the essential functions or characteristics of the project, including service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance or design and safety standards. After execution of the Contract, an initiative may be recommended by the Contractor or, if applicable, sponsoring governmental agency. The initiative must be identified as a Value Engineering Proposal (VEP), and may include modifications to the plans or specifications, construction phasing or procedures, or other contract requirements. Any cost savings generated to the Contract as a result of VEP offered by the Contractor and approved by Owner will be shared equally between the Contractor and Owner as specified in paragraph 9.14. Bid prices are not to be based on the anticipated approval of a VEP. If a VEP is rejected, the Contract shall be completed in accordance with the original terms of the Contract or as otherwise modified. Any decision whether to approve or accept a VEP shall be within the sole discretion of Owner. Owner will bear no liability for any delay in considering a VEP, the refusal to accept or approve such a proposal, or any other matter connected with a VEP.

9.11 SUBMITTAL & REVIEW OF VEP CONCEPT OR IDEA:

9.11.1 The Contractor shall initially submit a brief letter proposal with graphics to Owner to illustrate the concept or idea. The Contractor shall indicate whether adequate time is available in its schedule for formal submittal and review prior to VEP implementation.

9.11.2 Owner will review the concept or idea within ten days of the Contractor's initial submittal and inform the Contractor in writing whether the concept or idea has merit and should be submitted as a formal VEP.

9.11.3 If Owner determines that the time for response is indicated in the Contractor's letter proposal is insufficient for review, Owner may choose to evaluate the need for a noncompensable time extension to the Contract. Its evaluation will be based on the additional time needed by the Owner for its review and the effect on the Contractor's schedule occasioned by the added time. The need for such a time extension will be evaluated in accordance with Article 11.

9.12 FORMAL SUBMITTAL OF THE VEP:

9.12.1 Within 30 days after Owner has determined the VEP concept or idea has merit, the Contractor shall formally submit a proposal. The proposal shall include sufficient data for Owner to make an informed decision regarding the proposal and shall include, at a minimum, the following information:

9.12.1.1 A statement that the Proposal is submitted as a VEP.

9.12.1.2 A description of the difference between the existing contract and the proposed change and the advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, benefits to the traveling public, desired appearance and safety.

9.12.1.3 A complete set of plans and specifications showing the proposed revisions relative to the original contract features and requirements supported by design computations as necessary for a thorough and expeditious evaluation.

9.12.1.4 A complete analysis indicating the final estimated costs and quantities to be replaced by the VEP compared to the new costs and quantities generated by the VEP.

9.12.1.5 A statement specifying the date by which a Change Order adopting the VEP must be executed to obtain the maximum cost reduction.

9.12.1.6 A statement detailing the effect the VEP will have on the time for completing the Contract.

9.12.1.7 A description of any previous use or testing of the VEP and the conditions and results. If the VEP was previously submitted on another Owner project, indicate the date, contract number, and the action taken by Owner.

9.12.1.8 A detailed statement indicating the costs for developing the changes, along with the costs for preparing the value engineering joint proposal.

9.13 VEP CONDITIONS:

9.13.1 Value Engineering Proposals will be considered only when all of the following conditions are met:

9.13.1.1 A VEP, approved or not approved by Owner applies only to the contract on which it is submitted. A submitted VEP becomes the property of Owner. The VEP shall contain no restrictions imposed by the Contractor on its use or disclosure. Owner has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the VEP. Owner retains the right to use any accepted VEP or part thereof on other projects without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

9.13.1.2 If Owner is already considering certain revisions to the Contract or has considered or approved changes in the Contract of a like nature on other contracts which are subsequently incorporated in a VEP, Owner may reject the VEP and may change the Contract without obligation to the Contractor.

9.13.1.3 The Contractor shall have no claim for additional costs or delays resulting from the rejection of a VEP, including development costs, loss of anticipated profits, increased material or labor costs except as allowed in paragraph 9.14.

9.13.1.4 Owner will determine if a VEP qualifies for consideration and evaluation. It may reject any VEP that requires excessive time or costs for review, evaluation or investigation, or that is not consistent with Owner's design policies and criteria for the project.

9.13.1.5 Owner will reject all or any portion of work performed under an approved VEP if unsatisfactory results are obtained. The Owner will direct the removal of rejected work and require construction to proceed under the original contract requirements without reimbursement for rejected work performed under the VEP, or for its removal. Where modifications to the VEP are approved to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the contract bid prices as if it were constructed under the original contract requirements. The rejection or limitation of reimbursement shall not constitute the basis of any claim against Owner for delay or for other costs.

9.13.1.6 The proposed work shall not contain experimental features but shall contain features that have been used under similar or acceptable conditions on other projects or locations acceptable to Owner.

9.13.1.7 VEPs will not be considered if equivalent options are already provided in the Contract.

9.13.1.8 The savings generated by the VEP must be sufficient to warrant a review and processing. A savings resulting solely from the elimination or reduction in quantity of a single bid item will not be considered as a VEP. A savings resulting from the elimination or reduction in quantity of a bid item specified as part of a VEP will be considered.

9.13.1.9 Additional information needed to evaluate VEPs shall be provided in a timely manner. Untimely submittals of additional information will result in rejection of the VEP. Where design changes are proposed, the additional information could include results of field investigations and surveys, design computations, and field change sheets.

9.13.1.10 The Contractor may submit VEPs for an approved subcontractor. Reimbursement will be made to the Contractor. Subcontractors may not submit a VEP except through the Contractor.

9.13.1.11 The Contractor shall ensure the VEP is sealed by an Alaska Registered Engineer.

9.14 VEP ACCEPTANCE, REJECTION & PAYMENT:

9.14.1 Within 30 days of the Contractor's formal submission of the VEP, Owner will accept or reject the VEP.

9.14.2 The Contractor will be notified in writing by the Owner as to whether the proposal has been accepted. The decision by Owner is final and shall not be subject to the provisions of Article 15.

9.14.3 If the VEP is rejected, Owner will share equally in the Contractor's costs for developing and presenting the proposal, and the Contractor will share equally in the cost to Owner for investigating and evaluating the proposal. A Change Order will be executed to adjust the Contract Amount for the net increase or decrease in monies resulting from the Contractor's development costs as listed above in paragraph 9.12.1.8, and Owner's evaluation costs. The Change Order will terminate Owner's review of the VEP.

9.14.4 If the VEP is accepted in whole or part, the necessary contract modifications and contract price adjustments will be made by the execution of a Change Order which will specifically state that it is executed pursuant to the provisions of this subsection. Owner will be the sole judge of the acceptability of a VEP and of the estimated net savings in construction costs from the adoption of all or any part of the VEP.

9.14.5 The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the VEP has been executed, or until the Contractor has been given written acceptance or rejection by the Owner.

9.14.6 The executed Change Order shall incorporate the changes in the plans, specifications, or other requirements of the Contract which are necessary to permit the VEP, or such part of it which has been accepted, to be put into effect, and shall include any conditions upon which Owner's approval thereof is based. The executed Change Order shall extend or decrease the Contract Time if required by Owner.

9.14.7 The executed Change Order shall provide that the Contractor be paid 50% of the net savings amount as reflected by the difference between the cost of the revised work and the cost of the related construction required by the original contract computed at contract bid prices. The net savings will take into account the Contractor's cost of developing the VEP and implementing the change, and reducing this amount by Owner's cost for investigating and evaluating the VEP, including any ascertainable collateral costs to Owner. Such collateral costs may include increased costs for maintenance, operation, related work items, additional work items, or elements of related or additional work items.

9.14.8 The executed Change Order shall also provide for the adjustment of the Contract Amount. The Contract Amount shall be adjusted by subtracting Owner's share of the accrued net savings.

9.14.9 The amount specified to be paid to the Contractor in the executed Change Order shall constitute full compensation to the Contractor for the VEP and the performance of the work thereof pursuant to the said Change Order.

10. ARTICLE 10 - CONTRACT AMOUNT; COMPUTATION AND CHANGE:

10.1 CONTRACT AMOUNT:

10.1.1 The Contract Amount constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by a Change Order or Supplemental Agreement.

10.2 CLAIM FOR CHANGE IN CONTRACT AMOUNT:

10.2.1 Any claim for an increase or decrease in the Contract Amount shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless the notice requirements of this Contract have been met.

10.3 CHANGE ORDER PRICE DETERMINATION:

10.3.1 The value of any Work covered by a Change Order for an increase or decrease in the Contract Amount shall be determined in one of the following ways:

10.3.2 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 10.9).

10.3.3 By mutual acceptance of a lump sum price which includes overhead and profit.

10.3.4 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a contractor's fee for overhead and profit (determined as provided in paragraph 10.6).

10.4 COST OF THE WORK:

10.4.1 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work.

10.4.2 Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5:

10.4.2.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor.

10.4.2.2 Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

10.4.2.3 Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include Social Security Contributions, Unemployment, Excise and Payroll Taxes, Workers' or Workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

10.4.2.4 Such employees shall include superintendents and foremen at the site.

10.4.2.5 The expenses of performing Work after regular working hours, on Saturday, Sunday or Legal Holidays, shall be included in the above to the extent authorized by the Owner.

10.4.2.6 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

10.4.2.7 Payments made by the Contractor to subcontractors for Work performed by subcontractors. If required by the Owner, Contractor shall obtain competitive

quotes from subcontractors or suppliers acceptable to the Contractor and shall deliver such quotes to the Owner who will then determine which quotes will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.2.8 Costs of special Consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.

10.4.2.9 Supplemental costs including the following:

10.4.2.9.1 The proportion of necessary transportation, travel and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

10.4.2.9.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

10.4.2.9.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner and the costs of transportation, loading, unloading, Installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.2.9.4 Sales, consumer, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by Regulatory Requirements.

10.4.2.9.5 Fees for permits and licenses.

10.4.2.9.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee in accordance with paragraph 10.6.

10.4.2.9.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.2.9.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.2.9.9 Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the Owner in accordance with Article 5.

10.5 EXCLUDED COSTS:

10.5.1 The term Cost of the Work shall not include any of the following:

10.5.1.1 Payroll costs and other compensation of Contractor's officers, executives, principles (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency,

expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.2.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

10.5.1.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

10.5.1.3 Any part of Contractor's capital expenses including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

10.5.1.4 Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.2.9.9 above).

10.5.1.5 Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.1.6 Costs for the use of small tools having a value of five hundred dollars (\$500) or less.

10.5.1.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR'S FEE:

10.6.1 The Contractor's Fee allowed to Contractor for overhead and profit shall be a mutually agreed upon fixed fee, or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.1.1 For costs incurred under subparagraphs 10.4.2.1 through 10.4.2.6, the Contractor's Fee shall be 15%;

10.6.1.2 For costs incurred under subparagraphs 10.4.2.7, 10.4.2.8 and 10.4.2.9, the Contractor's Fee shall be 10%; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Contractor on account of overhead and profit of all subcontractors shall be 10%;

10.6.2 No fee shall be payable on the basis of costs itemized under paragraph 10.5;

10.6.3 The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by a mutually agreed upon amount or if none can be agreed upon, then an amount equal to 5% of the net decrease; and

10.6.4 When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with subparagraphs 10.6.1.1. and 10.6.1.2.

10.7 COST BREAKDOWN:

10.7.1 Whenever the cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the Contractor will submit in a form acceptable to the Owner an itemized cost breakdown together with supporting data.

10.8 CASH ALLOWANCES:

10.8.1 It is understood the Contractor has included in the Contract Amount all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such

subcontractors or suppliers and for such sums within the limit of the allowances as may be acceptable to the Owner. Contractor agrees that:

10.8.1.1 The allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.1.2 Contractor's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Amount and not in the allowances. No demand for additional payment on account of any thereof will be valid. Prior to Final payment, an appropriate Change Order will be issued to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Amount shall be correspondingly adjusted.

10.9 UNIT PRICE WORK:

10.9.1 Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the Contract Amount will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.

10.9.2 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount.

10.9.3 Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Owner in accordance with paragraph 10.10.

10.9.4 Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

10.9.5 If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain Work or material essential to the item, this same Work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.

10.9.6 Payment to the Contractor shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents.

10.9.7 When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the Contractor shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted, except as provided below:

10.9.7.1 When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Amount, is increased by more than 25% of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on the portion of the Work above 125% of the quantity stated in the bid schedule.

10.9.7.2 When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Amount, is decreased by more than 25% of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75% of the amount originally bid for the item.

10.10 DETERMINATIONS FOR UNIT PRICES:

10.10.1 The Owner will determine the actual quantities and classifications of Unit Price Work performed by the Contractor .

10.10.2 The Owner will review with the Contractor preliminary determinations on such matters before certifying the prices on the Bid Schedule.

10.10.3 The Owner's certification thereon will be final and binding on the Contractor, unless, within ten days after the date of any such decision, the Contractor delivers to the Owner written notice of intention to appeal from such a decision.

11. ARTICLE 11 - CONTRACT TIME; COMPUTATION & CHANGE:

11.1 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

11.1.1 The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 STARTING THE WORK:

11.2.1 No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify the Owner at least 24 hours in advance of the time actual construction operations will begin. The Contractor may request a limited Notice to Proceed after Award has been made, to permit him to order long lead materials which could cause delays in Project completion. However, granting is within the sole discretion of the Owner, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 COMPUTATION OF CONTRACT TIME:

11.3.1 When the Contract Time is specified on a Calendar Days basis, all Work under the Contract shall be completed within the number of Calendar Days specified.

11.3.2 The count of Contract Time begins on the day following receipt of the Notice to Proceed by the Contractor, if no starting day is stipulated therein.

11.3.3 Calendar Days shall continue to be counted against Contract Time until and including the date of Final Completion of the Work.

11.3.4 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Final Completion.

11.4 TIME CHANGE:

11.4.1 The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 EXTENSION DUE TO DELAYS:

11.5.1 The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to the following: acts of God or of the public enemy, acts of the Owner in contractual capacity, acts of another contractor in the performance of a contract with the Owner, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of subcontractors or suppliers due to such causes.

11.5.2 Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension.

11.5.3 The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 ESSENCE OF CONTRACT:

11.6.1 All time limits stated in the Contract Documents are of the essence of the Contract.

11.7 REASONABLE COMPLETION TIME:

11.7.1 It is expressly understood and agreed by and between the Contractor and the Owner that the date of beginning and the time for Final Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 DELAY DAMAGES:

11.8.1 Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time. Liquidated damages for delay shall be paid by the Contractor or his Surety to the Owner in the amount as specified in the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the Contract Time required by the Contract, or any extension thereof. If such amount of liquidated damages is not established by the Contract Documents, then the Contractor and his Surety shall be liable to the Owner for any actual damages occasioned by such delay.

11.8.2 The Contractor acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the Owner will sustain by reason of delayed completion. These liquidated damages are intended as compensation for losses difficult to estimate, and include those items enumerated in the Supplementary Conditions.

11.8.3 These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or the Owner's costs, fees, and charges related to reprocurement.

11.8.4 If a default termination occurs, the Contractor or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.9.

12. ARTICLE 12 - QUALITY ASSURANCE:

12.1 WARRANTY AND GUARANTY:

12.1.1 The Contractor warrants and guarantees to the Owner that all Work will be in accordance with the Contract Documents and will not be Defective.

12.1.2 Prompt notice of all defects shall be given to the Contractor. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this Article.

12.2 ACCESS TO WORK:

12.2.1 The Owner and the Owner's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.

12.3 TESTS AND INSPECTIONS:

12.3.1 The Contractor shall give the Owner timely notice of readiness of the Work for all required inspections, tests or Approvals.

12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Owner the required certificates of inspection, testing or Approval.

12.3.3 The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's acceptance of a supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the Contractor's purchase thereof for incorporation in the Work.

12.3.4 The cost of all inspections, tests and Approvals in addition to the above which are required by the Contract Documents shall be paid by the Contractor.

12.3.5 The Owner may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the Contractor's expense.

12.3.6 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of the Owner, it must, if requested by the Owner, be uncovered for observation.

12.3.7 Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner timely notice of Contractor's intention to cover the same and the Owner has not acted with reasonable promptness in response to such notice.

12.3.8 Neither observations nor inspections, test or Approvals by the Owner of others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

12.4 UNCOVERING WORK:

12.4.1 If any Work is covered contrary to the written request of the Owner, it must, if requested by the Owner, be uncovered for the Owner's observation and replaced at the Contractor's expense.

12.4.2 If the Owner considers it necessary or advisable that covered Work be observed, inspected or tested, the Contractor, at the Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.

12.4.3 If it is found that such Work is Defective, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professional) and the Owner shall be entitled to an appropriate decrease in the Contract Amount.

12.4.4 If, however, such Work is not found to be Defective, the Contractor shall be allowed an increase in the Contract Amount or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.5 OWNER MAY STOP THE WORK:

12.5.1 If the Work is Defective, or the Contractor fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

12.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

12.6.1 If required by the Owner, the Contractor shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The Contractor shall bear all direct, indirect and consequential costs of such correction removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 ONE YEAR CORRECTION PERIOD:

12.7.1 If within one year after the date of Final Completion or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such Defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with conforming Work.

12.7.2 If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the

Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the Contractor.

12.7.3 In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the Owner before Substantial Completion of all the Work, the correction period for the item may begin on an earlier date if so provided in the Specifications or by Change Order.

12.7.4 Provisions of this paragraph are not intended to shorten the Statute of Limitations for bringing an action.

12.8 ACCEPTANCE OF DEFECTIVE WORK:

12.8.1 Instead of requiring correction or removal and replacement of Defective Work, the Owner may accept Defective Work, and in this event, the Contractor shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8.2 If any such acceptance occurs prior to Final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Owner shall be entitled to an appropriate decrease in the Contract Amount.

12.8.3 If the Owner has already made Final payment to the Contractor, an appropriate amount shall be paid by the Contractor or his Surety to the Owner.

12.9 OWNER MAY CORRECT DEFECTIVE WORK:

12.9.1 If the Contractor fails within a reasonable time after written notice from the Owner to proceed to correct Defective Work or to remove and replace rejected Work as required by the Owner in accordance with paragraph 12.6, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the Owner shall proceed expeditiously.

12.9.2 To the extent necessary to complete corrective and remedial action, the Owner may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tool, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the Owner has paid the Contractor but which are stored elsewhere, the Contractor shall allow the Owner and his authorized representatives such access to the site as may be necessary to enable the Owner to exercise the rights and remedies under this paragraph.

12.9.3 All direct, indirect and consequential costs of the Owner or its agents in exercising such rights and remedies will be charged against the Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Owner shall be entitled to an appropriate decrease in the Contract Amount.

12.9.4 Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all cost of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of the Contractor's Defective Work.

12.9.5 The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

13. ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION:

13.1 SCHEDULE OF VALUES:

13.1.1 The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 PRELIMINARY PAYMENTS:

13.2.1 Upon Approval of the Schedule of Values the Contractor may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the Contract Documents. Direct costs shall include the cost of Bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Amount as stated in the Contract.

13.3 APPLICATION FOR PROGRESS PAYMENT:

13.3.1 The Contractor shall submit to the Owner for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as required by the Contract Documents.

13.3.2 Progress payments will be made as the Work progresses on a monthly basis.

13.4 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

13.4.1 Owner will, either indicate in writing a recommendation of payment, or return the Application for Payment to the Contractor indicating in writing the Owner's reasons for refusing to recommend payment.

13.4.2 If the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment.

13.5 STORED MATERIALS AND EQUIPMENT:

13.5.1 If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner's interest therein, all of which will be satisfactory to the Owner.

13.5.2 No payment will be made for perishable materials that could be rendered useless because of long storage periods.

13.5.3 No progress payment will be made for living plant materials until planted.

13.5.4 The payment may be reduced by an amount equal to transportation and handling cost if the materials are stored offsite, in a remote location, or will require special handling.

13.6 CONTRACTOR'S WARRANTY OF TITLE:

13.6.1 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.7 WITHHOLDING OF PAYMENTS:

13.7.1 The Owner may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

13.7.2 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved subcontractor.

13.7.3 The Contract Amount has been reduced by Change Order.

13.7.4 The Owner has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.

13.7.5 The Owner's actual knowledge of the occurrence of any of the events enumerated in subparagraphs 14.2.1.1 through 14.2.1.11 inclusive.

13.7.6 Claims have been made against the Owner or against the funds held by the Owner on account of the Contractor's actions or inactions in performing this Contract, or there are other items entitling the Owner to a set off.

13.7.7 Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.

13.7.8 The Contractor has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 RETAINAGE:

13.8.1 At any time the Owner finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments.

13.8.2 This retainage may be released at such time as the Owner finds that satisfactory progress is being made.

13.9 REQUEST FOR RELEASE OF FUNDS:

13.9.1 If the Contractor believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the Contractor relies, shall be given to the Owner, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured.

13.9.2 In the case of withholding which has occurred at the request of the Department of Labor, the Contractor shall provide a letter from the Department of Labor stating that withholding is no longer requested.

13.9.3 Following such a submittal by the Contractor, the Owner shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 SUBSTANTIAL COMPLETION:

13.10.1 When the Contractor considers the Work ready for its intended use the Contractor shall notify the Owner in writing that the Work of a designated portion thereof is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Owner issue a certificate of Substantial Completion.

13.10.2 Within a reasonable time thereafter, the Owner, the Contractor and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion.

13.10.3 If the Owner does not consider the Work substantially complete, the Owner will notify the Contractor in writing giving the reasons therefore. If the Owner considers the Work substantially complete, the Owner will within fourteen days execute and deliver to the Contractor a certificate of Substantial Completion with a tentative list of items to be completed or corrected.

13.10.4 At the time of delivery of the certificate of Substantial Completion the Owner will deliver to the Contractor a written division of responsibilities pending Final Completion with respect to security,

operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

13.10.5 The Owner shall be responsible for all Owner costs resulting from the initial inspection and the first re-inspection, and the Contractor shall pay all costs incurred by the Owner resulting from re-inspections, thereafter.

13.11 ACCESS FOLLOWING SUBSTANTIAL COMPLETION:

13.11.1 The Owner shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

13.12 FINAL INSPECTION:

13.12.1 Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Owner will make a Final inspection with the Contractor and appropriate Consultants and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective.

13.12.2 The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

13.12.3 The Contractor shall pay for all costs incurred by the Owner resulting from re-inspections.

13.13 FINAL APPLICATION FOR PAYMENT:

13.13.1 After the Contractor has completed all such corrections to the satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents all as required by the Contract Documents, and after the Owner has indicated that the Work is acceptable (subject to the provisions of paragraph 13.16), the Contractor may make application for Final payment following the procedure for progress payments.

13.13.2 The Application for Final Payment shall be accompanied by all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents.

13.14 FINAL PAYMENT AND FINAL COMPLETION:

13.14.1 If on the basis of the Owner's observation of the Work during construction and Final inspection, and the Owner's review of the Application for Final Payment and accompanying documentation all as required by the Contract Documents, the Owner is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Owner will process Application for Final Payment.

13.14.2 Otherwise, the Owner will return the Application for Final Payment to the Contractor, indicating in writing the reasons for refusing to process Final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application for Final Payment.

13.14.3 If, through no fault of the Contractor, Final Completion of the Work is significantly delayed, the Owner shall, upon receipt of the Contractor's Final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Owner for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.8, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner with the application for such payment.

13.14.4 Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

13.15 FINAL ACCEPTANCE:

13.15.1 Following receipt of the Contractor's Release with no exceptions, and certification that laborers, subcontractors and material men have been paid, certification of payment of payroll and revenue taxes, and Final payment to the Contractor, the Owner will issue a letter of Final Acceptance, releasing the Contractor from further obligations under the Contract, except as provided in paragraph 13.16.

13.16 CONTRACTOR'S CONTINUING OBLIGATION:

13.16.1 The Contractor's obligation to perform and complete the Work and pay all laborers, subcontractors, and material men in accordance with the Contract Documents shall be absolute.

13.16.2 Neither any progress or Final payment by the Owner, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

13.17 WAIVER OF CLAIMS BY CONTRACTOR:

13.17.1 The making and acceptance of Final payment will constitute a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

13.18 NO WAIVER OF LEGAL RIGHTS:

13.18.1 The Owner shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective.

13.18.2 The Owner shall not be precluded or estopped, not with standing any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or his Sureties, or both, such damages as it may sustain by reason of Contractor's failure to comply with requirements of the Contract Documents.

13.18.3 Neither the acceptance by the Owner, or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of the power herein reserved, or of any right to damages.

13.18.4 A waiver by the Owner of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

13.19 DEDUCTIONS:

13.19.1 The Owner may deduct from the amount of any payment made to the Contractor any sums owed to the Owner by the Contractor including but not limited to:

- 13.19.1.1 Past due sales tax,
- 13.19.1.2 port and harbor fees,
- 13.19.1.3 property tax or rent.

13.19.2 Before making any such deductions, the Owner shall have provided Contractor written notice of the amount claimed by the Owner to be due and owing from the Contractor.

14. ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION:

14.1 OWNER MAY SUSPEND WORK:

14.1.1 The Owner may, at any time suspend the Work or any portion thereof by notice in writing to the Contractor. If the Work is suspended without cause the Contractor shall be allowed an increase in the Contract Amount or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in Article 15.

14.1.2 However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the Contractor, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor.

14.1.3 In case of suspension of Work, the Contractor shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or approved remote storage sites.

14.2 DEFAULT OF CONTRACTOR:

14.2.1 If the Contractor:

14.2.1.1 Fails to begin the Work under the Contract within the time specified in the Contract Documents, or

14.2.1.2 Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or

14.2.1.3 Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work.

14.2.1.4 Discontinues the prosecution of the Work, or

14.2.1.5 Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or

14.2.1.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363, or

14.2.1.7 Allows any final judgment to stand against him unsatisfied for period of 60 days, or

14.2.1.8 Makes an assignment for the benefit of creditors without the consent of the Owner, or

14.2.1.9 Disregards Regulatory Requirements of any public body having jurisdiction, or

14.2.1.10 Otherwise violates in any substantial way any provisions of the Contract Documents, or

14.2.1.11 For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor and his Surety of such delay, neglect, or default.

14.2.2 If the Contractor or Surety, within the time specified in the above Notice of Default, shall not proceed in accordance therewith, then the Owner may, upon written notification to the Contractor or Surety of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the Contractor.

14.2.3 The Owner may terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner may deem expedient.

14.2.4 The Owner may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Owner are required for the completion of said Contract in an acceptable manner.

14.2.5 The Owner may, by written notice to the Contractor and his Surety or his representative, transfer the employment of the Work from the Contractor to the Surety, or if the Contractor abandons the Work undertaken under the Contract, the Owner may, at his option with written notice to the Surety and without any written notice to the Contractor, transfer the employment for said Work directly to the Surety.

14.2.6 The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the Owner for Approval prior to beginning completion of the Work. Approval of such Contracts shall be in accordance with all applicable requirements and procedures for Approval of subcontracts as stated in the Contract Documents.

14.2.7 Upon receipt of the notice terminating the services of the Contractor, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract.

14.2.8 In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the Contractor to make any claim for the same or any part thereof.

14.2.9 If the Contract is terminated for default, the Contractor and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the Owner in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs.

14.2.10 Following termination the Contractor shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the Owner and any amounts due to persons for whose benefit the Owner has withheld funds, such excess shall be paid by the Owner to the Contractor.

14.2.11 If the damages, costs, and expenses due the Owner exceed the unpaid balance, the Contractor and his Surety shall pay the difference.

14.2.12 If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 RIGHTS OR REMEDIES:

14.3.1 Where the Contractor's services have been so terminated by the Owner, the termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue.

14.3.2 Any retention or payment of moneys due the Contractor by the Owner will not release the Contractor from liability.

14.4 CONVENIENCE TERMINATION:

14.4.1 The performance of the Work may be terminated by the Owner in accordance with this section in whole or in part, whenever, for any reason the Owner shall determine that such termination is in the best interest of the Owner.

14.4.2 Any such termination shall be effected by delivery to the Contractor of a Notice of Termination, specifying termination is for the convenience of the Owner the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

14.4.3 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Owner the Contractor shall:

14.4.3.1 Stop Work on the date and to the extent specified in the Notice of Termination;

14.4.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;

14.4.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

14.4.3.4 With the written Approval of the Owner, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;

14.4.3.5 Submit to the Owner a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Owner;

14.4.3.6 Transfer to the Owner the completed or partially completed record Drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the Owner;

14.4.3.7 Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire any interest.

14.4.4 The Contractor shall proceed immediately with the performance of the above obligations.

14.4.5 When the Owner orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with the Basis of Payment clause of the Contract.

14.4.6 Materials required for completion and on hand but not incorporated in the Work will be paid for at cost plus 15% with materials becoming the property of the Owner or the Contractor may retain title to the materials and be paid an agreed upon lump sum.

14.4.7 Materials on order shall be canceled, and the Owner shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges.

14.4.8 The Contractor shall be paid 10% of the cost, freight not included, of materials canceled, and direct expenses only for Contractor chartered freight transport which cannot be canceled without charges, to the extent that the Contractor can establish them.

14.4.9 The extra costs due to cancellation of Bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the Owner.

14.4.10 Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

14.4.11 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within the 90 day period.

14.4.12 Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor so determined.

14.4.13 The Contractor and the Owner may agree upon whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of the Work pursuant to paragraph 14.4.

14.4.14 The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. In the event of the failure of the Contractor and the Owner to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of the Work the Owner shall determine, on the basis of information

available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined as follows:

14.4.14.1 All costs and expenses reimbursable in accordance with the Contract not previously paid to the Contractor for the performance of the Work prior to the effective date of the Notice of Termination;

14.4.14.2 So far as not included above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;

14.4.14.3 The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.

14.4.15 The Contractor shall have the right of appeal under the Owner's claim procedures, as defined in Article 15, for any determination made by the Owner, except if the Contractor has failed to submit his claim within the time provided and has failed to request an extension of such time, Contractor shall have no such right of appeal. In arriving at the amount due the Contractor under this section, there shall be deducted:

14.4.15.1 All previous payments made to the Contractor for the performance of Work under the Contract prior to termination;

14.4.15.2 Any claim for which the Owner may have against the Contractor;

14.4.15.3 The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the Owner; and,

14.4.15.4 All progress payments made to the Contractor under the provisions of this section.

14.4.16 Where the Work has been terminated by the Owner said termination shall not affect or terminate any of the rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue because of a default.

14.4.17 Any retention or payment of monies by the Owner due to the Contractor under the terms of the Contract shall not release the Contractor or his Surety from liability.

14.4.18 Unless otherwise provided for in the Contract Documents, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Owner at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under this Contract and relating to the Work terminated hereunder.

15. ARTICLE 15 - CLAIMS AND DISPUTES:

15.1 NOTIFICATION:

15.1.1 In addition to the notice requirements set out elsewhere in this Contract, if the Contractor becomes aware of any act or occurrence which may form the basis of a claim by the Contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the Contract, the Contractor shall immediately inform the Project Manager.

15.1.2 If the matter cannot be resolved by agreement within 7 days, the Contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager.

15.1.3 The Claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim.

15.1.4 Receipt of the Claim will be acknowledged in writing by the Project Manager.

15.1.5 The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition.

15.1.6 The Contractor shall in any case continue diligent performance of the Contract.

15.2 PRESENTING CLAIM:

15.2.1 The Claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

15.2.1.1 The act, event or condition giving rise to the claim.

15.2.1.2 The Contract provisions which apply to the claim and under which relief is provided.

15.2.1.3 The item or items of Contract Work affected and how they are affected.

15.2.1.4 The specific relief requested, including additional Contract Time if applicable, and the basis upon which it was calculated.

15.3 CLAIM VALIDITY, ADDITIONAL INFORMATION, & PROJECT MANAGER'S ACTIONS:

15.3.1 The Claim, in order to be valid, must not only show that the Contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the Contractor for such act, event, or condition.

15.3.2 The Project Manager reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the Claim.

15.3.3 The Contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

15.3.4 The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Owner for formal written decision.

15.4 OWNER'S DECISION:

15.4.1 The Contractor will be furnished the Owner's Decision within the next 90 days, unless additional information is requested by the Owner.

15.4.2 The Owner's Decision is final and conclusive unless fraudulent as to the Claim.

15.5 NOTICE OF APPEAL:

15.5.1 Within 14 days of receipt of the Owner's Decision, the Contractor may deliver a Notice of Appeal to the Owner in accordance with ARRC Procurement Rule 1800.13 and request a hearing.

15.5.2 The Notice of Appeal shall include specific exceptions to the Owner's Decision, including specific provisions of the Contract, which the Contractor intends to rely upon in the appeal.

15.5.3 General assertions that the Owner's Decision is contrary to law or to fact are not sufficient.

15.6 OWNER'S DECISION ON APPEAL:

15.6.1 The decision of the Owner on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later.

15.6.2 The time limits given above may be extended by mutual consent.

15.6.3 The decision of the Owner on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

16. ARTICLE 16 - MISCELLANEOUS:

16.1 GOVERNING LAW:

16.1.1 This Contract shall be governed by the laws of the State of Alaska and the provisions of ARRC's Procurement Rules.

16.2 CONTRACT CLAUSES:

16.2.1 If any contract clause is declared null and void, then all other clauses shall remain in force.

APPENDIX G

CONSTRUCTION QUALITY CONTROL (CQC) PLAN

1. SUBMITTAL AND GENERAL REQUIREMENTS

- 1.1. The Contractor shall establish and maintain an effective quality management system. The quality management system shall consist of plans, procedures, and the organization necessary to provide material, equipment, and workmanship that comply with the requirements of the contract documents. The system shall cover operations both onsite and offsite, and shall be keyed to the proposed sequence of the work.
- 1.2. The Contractor shall prepare a Construction Quality Control (CQC) plan in conformance with the requirements of this appendix and all other contract documents. A complete detailed CQC plan shall be submitted to the Owner's Representative within 10 days of intent to award and shall be approved in writing by the Owner's Representative prior to proceeding with the work.

The Contractor's CQC plan shall include. The CQC plan shall include detailed description of how manufactured materials will be stockpiled and protected prior to incorporation into the project.
- 1.3. The CQC plan shall be capable of ensuring that the procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair maintenance, and required modifications of all materials, equipment, and elements of the work comply with the requirements of the contract documents and that all materials incorporated in the work will perform satisfactorily for the purpose intended.
- 1.4. If Contractor does not provide an acceptable CQC plan, ARRC may, at its sole discretion, elect to award the contract to others.

2. AUTHORITY AND RESPONSIBILITY

- 2.1. Authority: The persons and organizations performing quality control and quality assurance functions shall have sufficient authority and organizational freedom to identify quality problems and to initiate, recommend, provide, and verify implementation of the solution.
- 2.2. Changes in Plan or Personnel: The Contractor shall not revise the CQC or the quality staffing levels or replace any of the key personnel specified herein without prior written approval from the Owner's Representative.
- 2.3. Contractor's Responsibility: The Contractor is solely responsible for achieving project quality and shall have overall responsibility for the quality of all construction work. The contractor shall conduct quality management activities, which include

inspection, materials testing, and other activities specifically developed and/or chosen by the Contractor.

- 2.4. Owner's Responsibility: ARRC reserves the right to, and will, conduct inspections, testing, sampling, and evaluation associated with quality assurance and independent quality assurance. ARRC's role in construction is to provide the following.
 - 2.4.1. Quality assurance and independent assurance of construction activities, inspection, and materials testing. ARRC will do this with either its staff or a consultant acting as the Owner's representative.
 - 2.4.2. Oversight of the Contractor's quality management activities to ensure adherence to the CQC plan and compliance with the contract documents.
 - 2.4.3. Notifying the Contractor promptly of irregularities or deficiencies observed in the work.
 - 2.4.4. Oversight of the Contractor's construction management, including but not limited to scheduling, invoicing, shop drawing review, submittal review and processing, document control, measurement of pay item quantities, and SWPPP implementation and maintenance and etc.

3. CONSTRUCTION QUALITY CONTROL (CQC) PLAN

- 3.1. Objectives: Quality in the construction phase is the program of policies, procedures, and responsibilities required to provide confidence that the desired characteristics have been obtained to help ensure the project will perform its intended function for its design life. Quality control in the construction phase shall consist of those actions necessary to assess production and construction processes so as to control the level of quality being produced in the end project. The Contractor's quality control actions shall include examining, checking, and inspecting in-process and completed work, and materials sampling and testing during production and construction, as a means of controlling and measuring the characteristics and conformity of an item, process, or feature to contract requirements.
- 3.2. The Contractor's CQC plan shall be capable of:
 - 3.2.1. Ensuring that the design, procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, and required modifications of all materials, equipment, and elements of the work comply with the requirements of the contract documents.
 - 3.2.2. Ensuring that all materials incorporated in the work, all equipment, and all elements of the work will perform satisfactorily for the purpose intended.
- 3.3. Contents of the CQC Plan: The CQC plan shall delineate the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties of material and workmanship of all construction processes within the tolerances governed by the drawings and specifications, applicable codes and

regulations, permit conditions, and other contract requirements as contained herein. The CQC plan shall include the following, at a minimum.

- 3.3.1. Construction activity and item inspection plans.
- 3.3.2. Schedule of materials control including materials to be tested, test methods, and frequency of testing. The CQC Plan shall reference and match any test methods or frequencies described in the Contract Documents.
- 3.3.3. Sampling techniques, and methodology, such as the use of random number tables, for selecting representative testing and or sampling locations.
- 3.3.4. Control of workmanship.
- 3.3.5. Identification and qualifications of key quality control personnel, including the quality control manager, inspectors, and technicians. Include an organization chart with reporting lines.
- 3.3.6. Name and location of testing laboratories.
- 3.3.7. Documentation procedures, including inspection and test records; accuracy and calibration checks; nature, number, and type of deficiencies found; nature of corrective actions; and quantities of work tested and sampled.
- 3.3.8. Inventory of the field and laboratory equipment (along with calibration certifications) that will be used to perform the testing.
- 3.3.9. Mandatory inspection points.
- 3.3.10. Description of the quality control process that will be employed to ensure that any items manufactured off-site, including but not limited to multi-plate pipes, piles, bridge girders and structural steel meet contract requirements. If quality control is performed by subcontractors, manufacturers, or suppliers, provide their item-specific quality control processes as part of the CQC plan.
- 3.3.11. Description of the quality control processes that will be employed to ensure installation of all structural items, including but not limited to utility crossings, culverts, multi-plate pipes, piles, structural concrete, and steel erection results in a product that conforms to contract requirements.
- 3.3.12. Description of how and where manufactured materials will be stockpiled and protected prior to incorporation into the project.

4. CONSTRUCTION QUALITY ORGANIZATION

- 4.1. The construction CQC shall describe the Contractor's quality management organization for all of the project construction processes. At a minimum, the CQC shall identify the following positions.
 - 4.1.1. Construction Manager or Superintendent: The Construction Manager shall be the individual responsible for the overall project construction, quality management, and contract administration for this project.

- 4.1.2. Construction Quality Manager: The Construction Quality Manager may work directly for the Contractor or may be contracted from an independent firm or organization. The Construction Quality Manager shall work under the direct supervision of the Construction Manager. The Construction Quality Manager and the Construction Manager or Superintendent shall not be the same person. It shall be the responsibility of the Construction Quality Manager to perform workmanship inspections, implement quality planning, oversee quality control testing, and coordinate with Owner's QA testing and independent assurance testing. The Construction Quality Manager shall also cooperate with the Owner's Representative in compiling a statistical correlation of materials and workmanship data. The Construction Quality Manager shall be responsible for submitting requested inspection, testing, and other data to the Owner's Representative on a daily basis or as determined by the Construction Quality Manager and ARRC's field representative.. The Construction Quality Manager shall have at least two years (within the last five years) of experience in inspection and materials testing for similar projects.
- 4.1.3. Construction Testing Technicians: The construction testing technicians may work directly for the Contractor or may be contracted from an independent firm or organization. They shall work under the direct supervision of the Construction Quality Manager and perform testing and inspections as indicated in the CQC plan. Each Construction Testing Technician shall have training and/or technical certification, as appropriate, for the specific type and level of work that they will be testing, including sampling methods appropriate to the type of material being tested. Appropriately trained Construction Testing Technicians shall perform all contract required tests for excavation and embankment materials, selected embankment materials, subbase and base materials, asphalt pavement, concrete, welding, structural steel bolting, painting and coating, and any other materials or work for which the Contractor is responsible under the Contractor's quality management system.

5. PRECONSTRUCTION MEETING: Before the start of construction, the Contractor shall meet with ARRC or its authorized representative in a pre-construction meeting. A topic of the pre-construction meeting shall be the Contractor's proposed quality management system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor's quality control operations, control activities, testing, administration of the system for both onsite and offsite work, and the Contractor's quality control program. Minutes of the meeting shall be prepared and signed by both the Construction Manager and the Owner's Representative. The minutes shall become a part of the contract file. Additional conferences may be called at any time to reconfirm mutual understandings.

6. INSPECTIONS AND TESTS

- 6.1. Except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity, the Contractor shall provide inspections, tests, and similar quality control services in accordance with the approved CQC plan. Costs for these services shall be included in the contract price, whether performed by the Contractor's personnel or an independent firm.
- 6.2. Associated Services: The Contractor shall cooperate with organizations performing required inspections, tests, and similar services and shall provide reasonable auxiliary services as requested. Auxiliary services required include, but are not limited to:
 - 6.2.1. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - 6.2.2. Taking adequate quantities of representative samples of materials that require testing or assisting the Owner in taking samples.
 - 6.2.3. Providing facilities for storage or curing of test samples, and delivery of samples to testing laboratories.
 - 6.2.4. Providing the Owner with a proposed mix design for use for each materials mix that requires control. The mix design shall be for the current year, and shall be accompanied by current year test results from a materials testing laboratory with current AASHTO accreditation in the test methods required for the respective mix design. All source materials used for preparing the mix design shall be the same as those materials that will be used for the project.
 - 6.2.5. Security and protection of samples and test equipment at the project site.
- 6.3. Coordination: The Contractor, the Owner's Representative, and any independent testing agencies shall coordinate the sequence of activities to accommodate required inspection and testing services with a minimum of delay. In addition, the Contractor and ARRC shall coordinate activities so that removing and replacing construction to accommodate inspections and tests will not be required.
- 6.4. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
- 6.5. Mandatory Inspection Documentation Points: Documentation points are mandatory verification and inspection points that shall be identified in the CQC plan and the project schedule, and specifically approved by the ARRC. Documentation points should be points at which critical characteristics are to be measured and documented by the Construction Quality Manager. It will be the responsibility of the Construction Quality Manager to certify that the construction has met the requirements of the plans and specifications and to sign all inspection documentation. Inspection documentation shall be submitted to ARRC or its representative when requested. It shall be the responsibility of the Contractor to determine inspection documentation point criteria and required documentation.
- 6.6. ARRC shall be notified a minimum of 48 hours prior to any mandatory inspection.

- 6.6.1. The mandatory inspection points for this project shall be established through coordination between the contractor and the Owner's Representative.
- 6.7. Completion Inspection: At the completion of all work or any increment thereof established by a completion time stated in the schedule or in the CQC plan, the Construction Quality Manager shall conduct a completion inspection of the work and develop a punch list of items that do not conform to the contract documents. Such a list of deficiencies shall be included in the QC documentation as required herein, and shall include the estimated date by which the deficiencies will be corrected. The Construction Quality Manager shall make a second completion inspection to make certain that all deficiencies noted on the punch list have been corrected and so notify ARRC. The completion inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

7. DOCUMENTATION

- 7.1. The Contractor shall maintain daily records of quality control operations, activities, and tests performed, including the work of suppliers and subcontractors. These records shall be on an acceptable form and shall include factual evidence that required activities or tests have been performed, including, but not limited to, the following.
 - 7.1.1. Type and number of control activities and tests involved.
 - 7.1.2. Results of control activities or tests.
 - 7.1.3. Nature of nonconformance's, defects, and/or causes for rejection.
 - 7.1.4. Proposed corrective action.
 - 7.1.5. Corrective actions taken.
 - 7.1.6. List of trades and subcontractors working on the project, and the number of personnel working.
 - 7.1.7. Description and inventory of materials delivered by suppliers for future incorporation into the work, including identification of supplier.
 - 7.1.8. Description of weather and site conditions encountered any delays, and acknowledgement of any instructions given by ARRC.
- 7.2. The daily quality control report records shall cover both conforming and non-conforming work and shall include a statement that supplies and materials incorporated in the work and workmanship comply with the contract. The Construction Quality Manager shall sign the daily quality control report and furnish legible copies to ARRC by the end of the following workday.

- 7.3. Monthly quality control reports that summarize project status, work completed related to funds expended, any nonconformance, and subsequent corrective actions shall be provided.

APPENDIX H

PROJECT COMMUNICATIONS

The following describes the required procedures for submitting Project Communications, Submittals and RFI's.

Correspondence and Submittals from the Contractor

- Must be addressed to Alaska Railroad Corporation, 327 West Ship Creek Avenue, Anchorage, AK 99501; Attention David Kabella, Project Manager.
 - All Correspondence (i.e. Letters, Submittals, RFI's, etc...) shall be submitted electronically kabellad@akrr.com

Designated Representatives

- Notification of a Project Superintendent and Safety Representative change within a 24 hour period to the Project Manager with all relevant certifications, phone, and email contact information.
- Field office and cellular telephone number and fax numbers.
- Contractor shall have a representative onsite at all times who is fully authorized to make decisions binding on the Contractor to receive instructions and information from the Owner's Representatives.
- ARRC will supply Delegation of Authority letters for
 - David Kabella - Project Manager (PM)

Emails

- All emails subject line will begin with, DD CP -.
- All emails shall have a brief description in the subject line.
- Subjects shall not be combined in an email
- Emails containing multiple subjects requiring some type of action will be returned to be corrected.

Submittals

- Shall reference the ARRC Project number and be dated.
- Submittals shall not be combined. Each submittal shall be submitted separately and be identified separately. Submittals that are combined will be returned to be corrected.
- Re-Submittals shall be identified by date and a Revision Number. (Example: S001A Const Sch 10473 YYYYMMDD)
- Electronic file names shall contain the following:
 - Document (S001 = Submittal 1), Subject/Type, Version (Draft or Final); Project Number, Date (YYYYMMDD)
Example: S001 Const Sch 10473 YYYYMMDD.pdf

Do not include underscores, but rather use a space to separate words. Refrain from using symbols in file naming. Refrain from using conjunctions to enhance the search capabilities of the system. Use of shorthand is preferred (i.e., Meeting to Mtg).

RFI's

- Shall reference the ARRC Contract number.
- All RFI's shall be noted on the document and the file name. They shall also be numbered in sequential order as submitted
 - Document (RFI001 = Request for Information 1), Subject/Type, Version (Draft or Final); Project Number, Date (YYYYMMDD)
Example: RFI001 ClarifyNote2 10473 YYYYMMDD
- RFI's shall not be combined. Each RFI shall be submitted separately and be identified separately with the use of the project RFI form. RFI's that are combined will be returned to be corrected.

Other Naming Convention Examples

Correspondence

- Letter from the Contractor to the ARRC PM
CPM001 PM Contact Info 10473 YYYYMMDD

Reports

- Daily Report
Daily Rpt 10473 YYYYMMDD

- Welding Inspection Report
Welding Insp Rpt 10473 YYYYMMDD

Other categories and/or naming conventions may be added as needed or required by the Owner's Representative.

APPENDIX I

TECHNICAL SPECIFICATION 100 – CATHODIC PROTECTION SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This section describes the installation of sacrificial anodes and the required surface preparation. Location of anodes to be installed is identified on the plans. Pile anodes are to be located at elevation -10 feet Mean Lower Low Water (MLLW) where sufficient water depth is present, otherwise, the bottom of anodes shall be located within 6 inches of sea floor. Pile anodes are to be welded to a channel section which in turn is welded to the pile. Hull anodes are to be welded directly to bottom of the dock.
- The repairs are to be performed under an existing dock in the tidal zone and in an area where access is hampered due to fender piling, debris and large changes in the water level due to tides. The installation program must be scheduled and executed in a manner that does not interfere with dock usage. This usage includes fishing vessels and cargo operations.
- B. All sacrificial anodes are to be supplied by the OWNER.
- C. The Contractor shall furnish all materials, tools, equipment, transportation, necessary storage, access, labor and supervision required for the proper installation of the cathodic protection system.
- D. The work may require the use of commercial divers. If commercial divers are used, all diving will be in accordance with the Association of Diving Contractors Intentional (ADCI) standards.

1.02 SUBMITTALS

- A. Product Data
1. Prior to commencement of the work, the Contractor shall submit for approval, manufacturer's data sheets for each material to be used in the work, specifications, and recommended application procedures showing compliance with the project requirements.
 2. Proposed Welding Procedures.
- B. Work Plan: Submit detailed Work Plan 15 days prior to commencing field work.
1. The work plan shall include details on access under the dock and methods to remain in compliance with the ARRC Marine Terminal security regulations.
 2. Pile and hull cleaning methods and apparatus.
 3. Pile and hull anode installation.
 4. Safety
- D. Detailed construction schedule.
- E. Divers ADCI qualifications (if divers are used).
- F. Quality Control Procedures: Submit for approval 15 days prior to commencing field work.

1.03 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."
- B. Comply with applicable provisions of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

PART 2 – PRODUCTS

2.02 Pile Anode Channel:

- A. Per the Contract Documents or approved equal.

PART 3 – EXECUTION

3.01 The work described under this specification shall be performed by a contractor with proven past experience performing similar repairs under similar conditions. The contractor's company shall provide a quality control procedure in compliance with the ARRC's installation requirements.

3.02 PILE AND HULL PREPARATION

- A. Prior to installation of the sacrificial anode, all welding surfaces shall be prepared per SSPC-SP11.
Effective progress of the work may require that some of this work be performed underwater. The underwater environment at the site can be described as cold with reduced visibility and variable current.

3.03 INSTALLATION OF ANODES

- A. Anodes shall be installed immediately after surface preparation.
- B. Pile Anodes

1. Supplied anodes are to be field welded to channel section as detailed in plans.
2. Using the hole in channel, lift anode assembly into position under dock. Anode assembly shall be positioned away from the breasting face of dock as shown in plans.
3. Weld channel to pile as detailed in the plans.

- C. Hull Anodes

1. Weld pad eyes to hull on underside of dock near centerline.
2. Secure lifting strap to pad eye and lift anode into place on underside of dock with the aid of ratchet or winch secured to the top of dock.
3. Weld anode to hull as detailed in plans.

3.04 PROCEDURE MODIFICATIONS

- A. Installation procedures may be modified to achieve maximum results, subject to approval by the Engineer. Procedure modifications shall be submitted to the Engineer for review at least 7 days prior to implementing the modifications.

3.05 FIELD QUALITY CONTROL

- A. Installers:
Record location of anodes on piles and hull along with elevation of each pile anode. Provide photos of preparation, cleaning and installed anode for each location in the weekly report. Complete a weekly report and submit to Engineer.

The prime contractor shall provide a Quality Control (QC) inspector, approved by the Project Engineer, to periodically observe and approve critical steps in the installation process. This is commonly the project manager or diving supervisor. Items to monitor include materials certifications, pile and hull surface preparation, and anode installation procedures.

Periodically observe all aspects of preparation, cleaning, and installation of anodes.

For each week or partial week, of anodes installed, the Contractor's QC Inspector shall prepare a written and signed certification letter that all work on the subject piles was performed in accordance with the Project Specification.

3.06 REPAIRS

- A. All defects (as determined by the Inspector or as specified by the Engineer), shall be repaired.

END OF SECTION 100

APPENDIX J

SUPPLEMENTAL CONDITIONS

SC – 01 Not Used:

SC – 02 Not Used:

SC – 03 Project Phasing & Other Contracts:

The Contractor shall cooperate with the ARRC to accommodate ships that will need to access the dock.

ARRC anticipates substantial use of dock by fishing vessels to start on or about **May 15, 2017** through **September 30, 2017**.

SC – 04 Notice to Proceed (NTP):

Full NTP is anticipated to be issued on or about **March 1, 2017**; dependent on the Contractor satisfactorily submitting items required by the Contract Documents and the obtaining of the necessary permits by the Owner.

SC – 05 Time for Completion:

1. The work which the Contractor is required to perform under this Contract shall commence within ten (10) calendar days from the date stipulated by the Owner in the Notice-to-Proceed to the Contractor.
2. Substantial Completion of all work shall be before **May 1, 2017**. Final completion of all work shall be on or before **May 15, 2017**.

SC – 06 Liquidated Damages:

Liquidated damages will be assessed in the amount of \$2,000.00 per day for each calendar day of delay beyond the dates of Substantial Completion as stated in SC-05 Time for Completion or any extension thereof which may be granted pursuant to the General Conditions.

SC – 07 Minimum Work to be Performed by Contractor:

The Contractor shall perform, with their own organization, not less than 60% of the original contract base amount.

SC – 08 Construction Schedule:

1. The following dates have been established by the Owner for the Contractor's use of the project site in phasing construction activities. The Contractor's schedule shall incorporate and comply with the windows established by the given dates.
 - a) Date of Notice to Proceed through Final Completion: Except for restrictions indicated herein, the Contractor has the full use of the project limits as indicated in the construction drawings: Starting on the date of the NTP and ending at the contract completion date or as modified in accordance with this contract. Owner operations and vehicular access must be maintained as outlined in these specifications.
 - b) All schedule submittals made by the Contractor shall be submitted on CD and hard copies shall be submitted in a color plot on three (3) each 24"X36" and six (6) 11"X17" half sheets. Minimum font size shall be 11 point.
2. Delete General Condition Section 6.5.1. and 6.5.5. and replace General Condition Section 6.5.1. with: " 6.5.1. The construction of the project shall be planned and recorded with a Critical Path Method (CPM) schedule. The schedule shall be used for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, supplies, utility companies and review activity of the Owner. The Contractor shall submit for Owner's approval, a detailed initial CPM schedule a minimum of five (5) days prior to the preconstruction conference. The schedule shall meet the requirements set forth below. The construction time for the entire project shall not exceed the specified Contract Time. Following the Owner's review, if revisions to the proposed CPM schedule are required, the Contractor shall have three (3) days to make requested revisions. The CPM schedule must be finalized within ten (10) days after the Notice to Proceed."
3. CPM Schedule Submission:
 - a) The CPM schedule shall include each major task/bid item as a summary and include underlying station limits where applicable.
 - b) The CPM schedule shall include any anticipated work stoppages (e.g. holidays that will be observed).
 - c) The CPM schedule shall be resource loaded for prime and subcontractor task/bid items.
 - d) The CPM schedule shall include a narrative that explains the basis for the Contractor's determination of construction logic and estimated duration and man-hours. It shall include estimated quantities and production rates, hours per shift, work days per week, weather allowances, planned holidays, winter shutdown periods, and types, number, and capacities of major construction equipment to be used. The narrative shall address the

Contractor's plan for obtaining and handling the Selected Material, Type A necessary to meet the requirements of Technical Specifications.

- e) The Owner reserves the right to rely on the accuracy of completed, current, and future activities depicted in the CPM Schedule.
- f) After all contract work items are complete, the Contractor shall submit along with the final application for payment, a "record" CPM Schedule showing actual start and finish dates for all work items.
- g) Under General Conditions Section 6.5.6 change to read: "No Work shall be pursued at the site without an Owner approved CPM Schedule. The Contractor shall create a baseline schedule of the Accepted Finalized Schedule."

SC- 09 Determination of Delay Impacts:

1. If the latest completion time for any significant work item does not fall within the time allowed by the Contract Schedule, the sequence of work and/or duration shall be revised by the Contractor through concurrent operations, additional manpower, additional shifts, or overtime, additional equipment or alternative construction method until the schedule produced indicates that all significant contract completion, occupancy dates, and milestones shall be met. No additional costs will be allowed if such expediting measures are necessary to meet the agreed completion date or dates, except as provided elsewhere in the Contract Documents.
2. The Contractor represents that allowances have been made for all delays and hindrances incidental to the Work, including delays in securing materials or workmen, except for excusable delays.
3. Whenever the Contractor foresees any delay in the prosecution of the Work or immediately upon the occurrence of any delay which the Contractor regards as a Compensable or Excusable Delay the Contractor shall:
 - a) Give notice to the Owner's Representative, in writing within two (2) days, of the event causing the delay.
 - b) Take immediate actions, short of acceleration, to prevent the occurrence or continuance of the delay, or to mitigate the impact of the delay.
 - c) Submit a written proposal to the Owner's Representative within three (3) days after giving notice of the delay proposing the amount of adjustment in Contract Price or Contract Time with adequate documentation to support the proposal.

4. After the Owner's Representative is given written notice of delay, the Owner's Representative shall determine the length of the delay and the extent to which the prosecution and completion of the work are being delayed.
5. The Owner's Representative will determine whether the delay is to be considered a compensable, excusable, or non-excusable delay and shall give notice to the Contractor of its determination, or of any additional information required to make a determination.
6. If the delay is a non-excusable delay, the Contractor shall be responsible for overcoming the delay and complying with the contract time. If the delay is a compensable or excusable delay, and the Contractor has given proper notice, the contract time will be extended by the amount of the delay's impact on the critical path. If the delay is a compensable delay, the contract price will be adjusted in accordance with the procedures applicable to a Change Order. Regardless of whether the delay is excusable, non-excusable, or compensable, the Contractor shall continue performing any portion of the work that is unaffected by circumstances causing or contributing to the delay.
7. The Contractor shall make no claim for additional time or compensation for any delay unless the written notice required by SC 9.3.a), is provided to the Owner's Representative.
8. The Owner may withhold the granting of any time adjustment until the impact on the contract time can be determined.
9. In no event shall the Owner be liable to the Contractor for claims of additional compensation or damages arising out of, or resulting from, delays caused by or within the control of the Contractor or delays beyond the control of both the Owner and the Contractor.
10. If there are concurrent delays, one or more of which is an excusable delay and one or more of which is a non-excusable delay, the delay shall be deemed excusable. If one is compensable and the other is non-compensable, the delay will be non-compensable.
11. In no event shall a time adjustment be granted for weather conditions of normal intensity for the locality where work is performed. Time adjustments for weather delays will only be allowed for unusually severe weather.
12. Prosecution of the Work: The Contractor shall prosecute the work regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion of the work within the Contract time.
13. Definitions:

- a) **Compensable Delay:** A delay entitling the Contractor to a compensation adjustment if the delay causes an increase in cost and/or a time adjustment, provided that the notice provisions of the contract documents are satisfied. A delay shall be Compensable Delay if it results solely from a change order, a differing site condition, or a breach of obligation by the Owner.
- b) **Compensation Adjustment:** An equitable adjustment in accordance with the contract documents that may either increase or decrease the contract price.
- c) **Excusable Delay:** A delay entitling the Contractor to a time adjustment but not to a compensation adjustment. A delay shall be an excusable delay if it results from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or subcontractor(s) including, but not restricted to, acts of God, acts of a public enemy, acts of another contractor in the performance of a contract with the Owner, fires, epidemics, quarantine restrictions, industry-wide strikes, freight embargos, or unusually severe weather.
- d) **Non-excusable Delay:** Any delay that is neither compensable nor excusable.

14. **Unusually Severe Weather:**

- a) An unusual weather phenomenon shall be determined by comparing the weather for one calendar month of the Contract Time involved with the average of the preceding ten (10) year climatic range during the same time interval based on National Weather Service statistics for the locality where the Work is performed. The Contractor shall supply such comparison at its sole cost and expense.
- b) The Contractor will be allowed an extension of time only for activities delayed for an entire day and the activity is on the critical path defined by the most current approved CPM update.
- c) During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work that will not be damaged by the weather conditions and can be constructed in accordance with the Contract Documents.

SC – 10 Equipment:

1. Determination of Time and Material Rates:

- a) Within fourteen (14) days of Award of Contract, the Contractor and Owner's Representative will meet and determine a schedule of rates for labor and equipment to be used by the Contractor for potential Change Order work accomplished on a Time and Materials basis. The resulting schedule of rates will be approved by the Owner and the Contractor.
- b) For Time and Materials work, the Owner will not pay premium time for overtime work or holiday work unless it is authorized in advance in writing by the Owner. The Contractor shall provide certified payroll records for all labor included in requests for a Time and Materials payment.

2. Provision of equipment: The Contractor shall:

- a) Provide equipment appropriate for meeting the requirements specified in the Contract Documents.
- b) All equipment shall be cleaned prior to entering the project limits to mitigate the spread of nonnative invasive plants.
- c) Ensure that equipment brought onto the project is kept in good working order.
- d) Remove from within the project limits any item of equipment that is not operational for maintenance reasons or lack of an operator for a period of seven (7) continuous days. The contractor may apply, with justification, to the Owner's Representative for exception to this specification.

SC – 11 Not Used

SC – 12 Progress Meetings and Reports.

- 1. There shall be a weekly progress meeting, date and time to be determined, at the Owner's Job Office location. Attendance at this meeting by Contractor supervisory personnel is mandatory. Other contractor or sub-contractor personnel may be invited to discuss specific issues.
- 2. The CPM schedule shall be up-dated bi-weekly (every two weeks) at this meeting. The updated CPM shall be submitted to the Owner's Representative by noon on the preceding Monday to allow review.
- 3. The required weekly work plan submission in General Conditions Section 6.7.3 shall cover the current week and the following two (2) weeks, three (3) weeks total.

4. The required weekly work plan submission shall include all active sub-contract work.
5. The Contractor shall give the Owner 7 days notice prior to any changes in the Contractor's shifts, hours or days of operation.
6. The Contractor shall provide 24 hours notice to the Owner's Representative to schedule required Quality Assurance testing.
7. The Contractor shall submit a daily report via email to the Owner's Representative at the end of each workday. This report shall cover:
 - a) Description of project tasks accomplished that day including work of each subcontractor by station and type of work accomplished. Include Pay Item Number for the work performed.
 - b) Materials installed.
 - c) List of major equipment utilized and hours worked
 - d) Estimate of quantities.
 - e) Personnel who worked on the project and hours worked.
 - f) Any major equipment repairs started or underway. Status of repair and/or removal from Project.
 - g) Weather to include amount of precipitation.
 - h) SWPPP related activity, inspection, documentation and/or reporting.
 - i) Details of problems encountered.
 - j) Next day's planned activities.

SC – 13 Progress Payments:

1. The Contractor shall submit monthly pay applications on the forms provided by the Owner. A digital copy in Microsoft Excel format shall accompany the hardcopy application.
2. Monthly pay applications shall be accompanied by:
 - a) Monthly record drawings updates.
 - b) Required copies of certified payroll.

- c) Updated CPM schedule that shall include the original baseline and progress and accompanied with explanations of any indicated delays. Such updates are required by General Condition Section 6.5 and related supplementary conditions.
3. Pay applications shall not be processed until the above documents are provided to the Owner's Representative.
4. The submitted bid schedule of unit values will serve as the schedule of values for this project. Monthly pay applications will reflect the schedule of values.

SC – 14 As-Built (Record) Drawings:

1. Throughout the project, as changes occur to the design shown in the plans and as new pay items are added to the contract and original items are deleted, the Contractor shall revise and update the designated set of plans marked up as-built drawings in the field office on a timely basis. One full-size set of plans is to be set aside in the Contractor's field office for recording all of the as-built changes made to the project during construction.
2. The contractor personnel associated with the change should enter all corrections, revisions, or additions to the work on the as-built drawings. New drawings or sketches should be added to the set as appropriate. The contractor personnel shall also date and initial each change or addition to the as-built. All changes or additions to the as-built drawings should be made in the color red.
3. Certain information on the drawings does not need to be updated, particularly information of no significance to the finished project like temporary construction features, staged construction schedules, or temporary traffic control measures.
4. Update the following information on the as-built drawings: changes in horizontal or vertical alignment; changes in typical sections or new typical sections; new or revised utility locations; changes to electrical wiring diagrams and installations; changes to automated traffic recorders; as-built location and dimensions of all structures; changes in survey control or right of way/property monuments; changes in drainage features; as-built data on materials sources including areas developed and waste areas (if included in the drawings); as-built location and dimensions of piles, foundation elevations and subsurface structural details; revisions/substitutions of materials or equipment; estimated quantities should be revised to final quantities; all change document work. In short, any change made during construction to a permanent feature of the project, should be correctly shown on the final as-built drawings.

SC – 15 Permit Requirements:

1. Copies of the Owner obtained permits are available at www.alaskarailroad.com/corporate/Contracting/Solicitations.
2. The Contractor shall fully comply with all laws, regulations and permits issued by agencies or the United States and the Owner when working in, over or adjacent to wetlands, tidelands, anadromous fish streams, eagle nests, navigable waters, or coastal waters.
3. The Contractor shall ensure that all work in, over or adjacent to navigable water is conducted so that free navigation of the waterways is not obstructed and that existing navigable depths are not impaired, except as allowed by the U.S. Coast Guard and the U.S. Army Corps of Engineers.
4. All work performed by the Contractor must conform to the various permit conditions and stipulations contained therein. The Contractor is responsible for permits that are required to complete the project that are not acquired by the Owner.
5. Contractor shall provide the Owner with a copy of all Contractor obtained permits prior to performing the work associated with the permit.

SC – 16 Construction Critical Areas:

1. To the extent practicable, staging areas and temporary construction roads will be located in upland areas and must be approved by the Owner's Representative. If the Contractor believes it is necessary to place temporary fill in wetlands and/or cross streams a detailed comprehensive plan is required to be submitted to the Owner's Representative and approval granted by the Owner prior to beginning the work. The Contractor shall be responsible for obtaining required permits for temporary construction roads or staging areas. The following requirements must be met at a minimum:
 - a. The plan shall include a typical section showing fills being placed on geotextile mats or other suitable materials of sufficient thickness to facilitate the removal of the fill and the materials when they are no longer needed for construction.
 - b. No natural earthen material will be removed from under the geotextile mat when the temporary fill has been removed.
 - c. Contractor shall stabilize the wetlands against erosion once construction equipment and protective mats have been removed by reseeding and revegetating the disturbed areas as necessary. (Type and amount of seed need will be determined by the Owner's Representative)

- d. The Contractor shall be required to prepare and follow a Storm Water Pollution Prevention Plan to minimize impacts to nearby wetlands.
 - e. The Contractor's belief of the necessity of such fill in wetlands and/or the submission of a plan as outlined above does not grant or guarantee the Contractor's request.
2. Impacts to waterbodies resulting from construction activities, temporary staging or access areas shall be the responsibility of the Contractor to restore following construction.
 3. The Contractor shall work within the area permitted under the Section 404 Permit. Permit modifications or additional areas of impact resulting from work conducted outside of the permitted area shall be the responsibility of the Contractor. No Work will be allowed outside the Grading Limits.
 4. All staging, fueling, and equipment-servicing operations will be located at least 100 feet away from all waterbodies.
 5. All earth working equipment shall be thoroughly cleaned prior entering the project limits to mitigate and control the spread of nonnative invasive plants.
 6. Spill response equipment will be readily available and construction personnel should be trained in spill response to contain accidental leaks of oil or fuel from construction equipment.

SC – 17 Not Used

SC – 18 Not Used

SC – 19 Not Used

SC – 20 ARRC General Construction Requirements:

1. Definitions of Terms:

Contracting Officer: The person authorized to enter into and administer the Contract on behalf of the Owner. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Railroad's Chief of Engineering Services – The person employed by the ARRC as head of its Engineering Services Department.

Railroad's Director of Project Management – The person employed by the ARRC as head of the Project Management Department (also referred to as Project Management).

Owner's Representative – The person authorized to act for the Director of Project Management and ARRC on site during field operations.

Environmental Site Officer – The person authorized to act for the Director of Project Management and ARRC on site during field operations for Construction General Permit compliance and Owner and Contractor obtained permit compliance.

Railroad or ARRC – The Alaska Railroad Corporation, Post Office Box 107500, Anchorage, Alaska 99510-7500.

Owner – Railroad, ARRC or its authorized representative(s).

AREMA – American Railway Engineering and Maintenance-of-Way Association.

2. General Requirements:

- a) All construction, reconstruction, operation and maintenance on Railroad property shall be performed in compliance with these specifications. For the purposes of this contract, the project limits within the existing or new ROWs shall be considered Railroad property.
- b) Personal Protective Equipment (PPE) All contractor employees working on ARRC property in a field environment are required to wear ANSI Z81.1 approved safety glasses with side shield, hard hats and above the ankle, lace up boots with a defined heel that meet ASTM F2413-05 standards. Reflective vests are required to worn by any employees working outside the confines of an equipment cab or job office as specified by the Owner's Representative. If reflective vests are required they must meet or exceed ANSI/ISEA 107-2004, Class 2 and Level 2 standards or Class 3 and Level 3 standards if working along a highway. During inclement weather, proper clothing to protect against frostbite, etc. will be worn. Particular attention to footing and the use of proper footwear is essential when working in snow or other slippery conditions. Hearing protection, fall-arrest or fall-protection and respirators will be worn as required by state and federal regulations.
- c) Whenever in the opinion of the Owner's Representative, the construction may cause a hazard to the safe operation of the Railroad, he may place at the site of the work the required number of qualified employees to protect the Railroad's operations. All ARRC cost and expense for providing such additional employees shall be collected from the Contractor.

- d) Bridge Worker Safety Standards. The Contractor shall comply with Federal Railroad Administrations CFR Title 49, Part 214 Railroad Workplace Safety, Subpart B-Bridge Worker Safety Standards when working on bridges.

3. Protection of Railroad Traffic and Property

- a) False work and shoring plans must be prepared and stamped by an engineer licensed in the state where the work is to be done, and will be forwarded to the Owner's Representative for final authorization.
- b) The Contractor shall follow Federal, State and local governmental guidelines and suggestions for notification and location of utility locations before proceeding with work.
- c) The Contractor shall, before entering onto the property of the ARRC or project limits for the performance of any construction work or work preparatory thereto, secure permission from the Owner's Representative for the occupancy and use of the ARRC property and shall confer with the Owner's Representative relative to the requirements for railroad clearances, operation, Contractor's temporary construction crossing and general safety regulations.
- d) The Contractor shall, upon the completion of the work, remove from the property of the ARRC, all machinery, equipment, surplus materials, false work, rubbish or temporary buildings made necessary by the contract operations, and to leave said property in a neat condition satisfactory to the Owner's Representative.

4. Access Roads and Construction Roads

- a) No payment will be made to the Contractor by the Owner for any work done in constructing, improving, using, repairing or maintaining any road or structure thereon for use in the performance of the work. The Owner assumes no responsibility for the condition or maintenance of any road or structure thereon that may be used by the Contractor in performing the work or in traveling to and from the site of the work.
- b) All haul routes and access roads within the project property shall be reviewed and approved by the Owner's Representative.
- c) Existing roads and trails shall be used whenever possible for access to the work. Construction of steep hillside roads shall be avoided. Construction of new access roads or use of existing roads shall be subject to approval by the Owner's Representative or landowner. Temporary access roads shall be rehabilitated upon termination of the use of the road. The roads shall be graded to conform to original topography to the degree possible. Cut slopes

shall be reduced to a grade consistent with adjacent topography, erosion protected, and revegetated. All cost associated with leasing, constructing, using, maintaining and rehabilitating roads and/or trails shall be at the Contractor's expense.

- d) An approved Traffic Control Plan(s) is required prior to beginning work that involves entering, exiting or hauling materials on any public roadway.
- e) If no pay item is identified in the Contract Documents then all costs involved in the development and implementation of the traffic control plan(s), including but not limited to flagging, signs, and roadway maintenance shall be borne by the Contractor.
- f) The Contractor shall be responsible for maintaining sight triangles at all road crossings within the project limits and at any road crossing outside the project limits that is designated and used as an alternative route for traffic. Site triangles shall be maintained free of vegetation and other obstructions within the area designated by the Owners Representative.
- g) No payment will be made to the Contractor by the Owner for any work done in constructing, improving, repairing or maintaining any road or structure thereon for use in the performance of the work. The Owner assumes no responsibility for the condition or maintenance of any road or structure thereon that may be used by the Contractor in performing the work or in traveling to and from the site of the work.
- h) All haul routes and access roads within the project property shall be reviewed and approved by the Owner's Representative.
- i) Existing roads and trails shall be used whenever possible for access to the work. Construction of steep hillside roads shall be avoided. Construction of new access roads or use of existing roads shall be subject to approval by the Owner's Representative or landowner. Temporary access roads shall be rehabilitated upon termination of the use of the road. The roads shall be graded to conform to original topography to the degree possible. Cut slopes shall be reduced to a grade consistent with adjacent topography, erosion protected, and revegetated. All cost associated with leasing, using, maintaining and rehabilitating roads and/or trails shall be at the Contractor's expense.

5. Underground Facilities.

- a) Utility Locates: The Contractor or its Subcontractor shall be required to provide a locate confirmation number from Alaska Digline and identify in the field, utility locates prior to any ground disturbance activities deeper than 6 inches.
- b) All underground utilities, including culverts, pipelines and underground power and communication lines, on railroad property shall conform to the current AREMA specifications.
- c) Utilities – A water source for gravel operation and dust control shall not be furnished by the Owner.

6. Excavations

- a) No water shall be allowed to stand in open excavations in the track area.
- b) Bridging and shoring shall be adequate to safely carry Railroad traffic.
- c) All open excavations shall be continuously protected by flags, barricades, or watchmen as directed by the Owner's Representative.
- d) No excavation shall be left open more than three (3) days, unless authorized by the Owner's Representative.
- e) Ditches, culverts and roadways shall be kept clean and free of rock, gravel, construction debris and equipment at all times.
- f) The Contractor shall obtain an appropriate permit from the state and have the concurrence of the ESO prior to any dewatering activities.

7. Utilities – A water source for gravel operation and dust control shall not be furnished by the Owner.

8. Personal Injury Reporting

- a) Owner is required to report certain injuries as a part of compliance with Federal reporting requirements.
- b) Any personal injury sustained by a Contractor employee while on ARRC or MSB property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The injury report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of injury.

- c) The Contractor shall submit a one page typed report to Owner's Representative within seventy-two (72) hours of incident. The report shall be a brief narrative describing details of the incident, root cause as developed during injury investigation and corrective measures recommended to prevent re-occurrences.
- d. Non-Injury Incident Reporting. Any non-injury incident involving a Contractor employee or equipment while on ARRC or MSB property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The incident report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of the incident.

SC -21 Additional Modifications to General Conditions

*Under General Condition. **4.2 VISIT TO SITE** change paragraph 4.2.1 to read:*
"The execution of the Contract by the Contractor is considered a representation that the Contractor is satisfied as the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

*Under General Condition **9.9 DIFFERING SITE CONDITIONS** change paragraph 9.9.1.1 to read: "Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or"*

END OF SUPPLEMENTAL CONDITIONS

APPENDIX K

COST SCHEDULE

COST SCHEDULE: A Bidder's failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness. Cost shall be bid in accordance to all term, conditions, specifications and drawings

AWARD CRITERIA: A contract award resulting from this solicitation shall be made to the low, responsive, responsible bidder who meets the requirements as set forth in the plans and specifications and compliance thereof. Award may be made in the aggregate and is contingent on the availability of ARRC and State of Alaska funds.

Description

Mob/Demob, Project Mgmt. \$ _____ Total Bid

Anode Installation \$ _____ Total Bid

The Undersigned has read the foregoing ITB and hereby agrees to the terms and conditions stated therein by affixing his/her signature below.

NON-COLLUSION AFFIDAVIT: The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she 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.

BIDDERS NAME AND ADDRESS

COMPANY NAME

SIGNATURE BY AND FOR THE
BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT FAX NUMBER

ATTACHMENTS

DELONG DOCK PHOTOS

**PAMPHLET 600 - ISSUE 33, EFFECTIVE SEPTEMBER
1, 2016**

**DRAWINGS: DELONG DOCK, CATHODIC
PROTECTION, WHITTIER, AK PLAN SET**





NO
UNAUTHORIZED
VESSELS





Laborers' & Mechanics' Minimum Rates of Pay

Effective September 1, 2016
Issue 33



Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600

ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

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

September 1, 2016

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2016.

All projects with a final bid date of September 11, 2016, 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 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Heidi Drygas".

Heidi Drygas
Commissioner

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

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

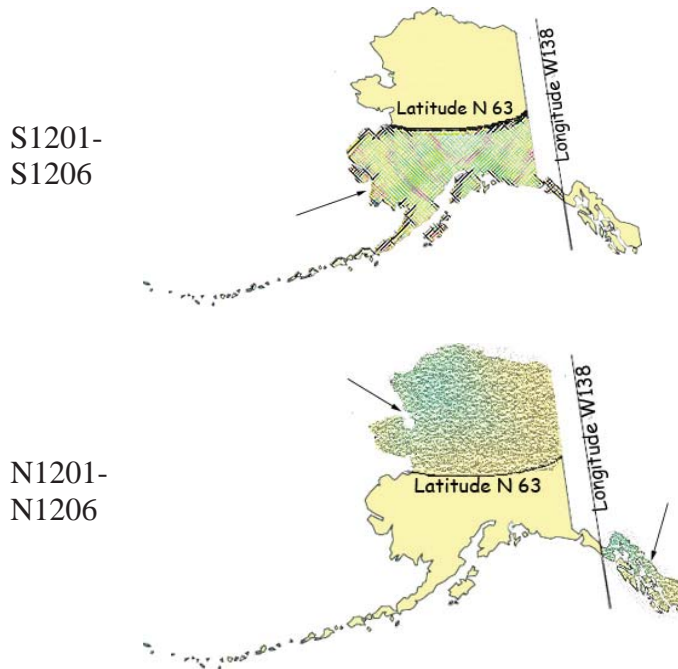
Sec. 36.05.900. Definition.

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

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

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



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**** NEW ** APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

- | | | |
|---------------|-----------------------------------|--------------------------|
| Boilermakers | Elevator Constructors & Mechanics | Plumbers and Pipefitters |
| Bricklayers | Insulation Workers | Roofers |
| Carpenters | Ironworkers | Sheetmetal Workers |
| Cement Masons | Laborers | Surveyors |

Culinary Workers
Electricians
Equipment Operators

Mechanics
Millwrights
Painters
Piledriving Occupations

Sprinkler Fitters
Truck Drivers
Tug Boat Workers
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and 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

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and 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: _____

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

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

Anchorage

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

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

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

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

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

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

Company Name

Debarment Expires

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

Laborers' & Mechanics' Minimum Rates of Pay

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

A0101	Boilermaker (journeyman)	44.26	8.57	15.34	1.60	VAC 3.00	SAF 0.34	73.11
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	40.81	9.53	8.50	0.55	L&M 0.15	0.49	60.03
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Bricklayer
 Marble or Stone Mason
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
 Terrazzo Worker
 Tile Setter

A0202	Tuck Pointer Caulker	40.81	9.53	8.50	0.55	L&M 0.15	0.49	60.03
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Cleaner (PCC)

A0203	Marble & Tile Finisher	34.79	9.53	8.50	0.55	L&M 0.15	0.49	54.01
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Terrazzo Finisher

A0204	Torginal Applicator	38.83	9.53	8.50	0.55	L&M 0.15	0.49	58.05
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	38.34	9.78	14.56	0.70	L&M 0.10	SAF 0.15	63.63
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10		58.01
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Application of Sealing Compound
 Application of Underlayment
 Building, General
 Cement Mason (journeyman)
 Concrete

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M	
N0401	Group I, including:	37.50	7.43	11.80	1.18	0.10	58.01
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
N0402	Group II, including:	37.50	7.43	11.80	1.18	0.10	58.01
	Form Setter						
N0403	Group III, including:	37.50	7.43	11.80	1.18	0.10	58.01
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
N0404	Group IV, including:	37.50	7.43	11.80	1.18	0.10	58.01
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
N0405	Group V, including:	37.75	7.43	11.80	1.18	0.10	58.26
	Plasterer						

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S0401	Group I, including:	37.25	7.43	11.80	1.18	0.10	57.76

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

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S0401	Group I, including:	37.25	7.43	11.80	1.18	0.10	57.76
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
S0402	Group II, including:	37.25	7.43	11.80	1.18	0.10	57.76
	Form Setter						
S0403	Group III, including:	37.25	7.43	11.80	1.18	0.10	57.76
	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						
S0404	Group IV, including:	37.25	7.43	11.80	1.18	0.10	57.76
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
S0405	Group V, including:	37.50	7.43	11.80	1.18	0.10	58.01
	Plasterer						

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

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

A0501	Baker/Cook	25.67	7.25	6.37		LEG 0.07	39.36
A0503	General Helper	22.62	7.25	6.37		LEG 0.07	36.31
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	7.25	6.37		LEG 0.07	39.91
A0505	Head Housekeeper	23.04	7.25	6.37		LEG 0.07	36.73
	Head Kitchen Help						

Dredgemen
**See note on last page if remote site

A0601	Assistant Engineer	39.26	9.95	11.05	1.00	L&M 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	L&M 0.10	60.20
A0603	Fireman	38.54	9.95	11.05	1.00	L&M 0.10	60.64
A0605	Leverman Clamshell	41.79	9.95	11.05	1.00	L&M 0.10	63.89
A0606	Leverman Hydraulic	40.03	9.95	11.05	1.00	L&M 0.10	62.13
A0607	Mate & Boatman	39.26	9.95	11.05	1.00	L&M 0.10	61.36
A0608	Oiler (dredge)	38.54	9.95	11.05	1.00	L&M 0.10	60.64

Electricians

A0701	Inside Cable Splicer	39.82	12.19	13.01	0.95	L&M 0.20	LEG 0.15	66.32
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	L&M 0.20 LEG 0.15	66.23
A0703	Power Cable Splicer	52.27	12.19	18.76	0.95	L&M 0.20 LEG 0.15	84.52
A0704	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	L&M 0.20 LEG 0.15	76.38
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	L&M 0.20 LEG 0.15	82.72
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	L&M 0.20 LEG 0.15	77.75
A0707	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	L&M 0.20 LEG 0.15	74.58
A0708	Powderman	48.52	12.19	18.65	0.95	L&M 0.20 LEG 0.15	80.66
A0710	Material Handler	26.15	11.64	4.78	0.15	L&M 0.15 LEG 0.15	43.02
A0712	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	L&M 0.15 LEG 0.15	50.85
A0713	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	L&M 0.15 LEG 0.15	59.78
A0714	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	L&M 0.15 LEG 0.15	63.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	L&M 0.20 LEG 0.15	64.52

Elevator Workers

A0802	Elevator Constructor	36.75	14.43	14.96	0.60	L&M 0.30 VAC 3.35	70.39
A0803	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	L&M 0.30 VAC 5.83	88.62

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

A0902	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
A0903	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
A0904	Insulator, Group II	37.38	8.84	9.51	1.20	SAF	0.12	57.05
A0905	Fire Stop	37.38	8.84	9.51	1.20	SAF	0.12	57.05

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	8.33	19.87	1.57	L&M	0.20	IAF	0.36	66.58
	Bender Operators									
	Bridge & Structural									
	Machinery Mover									
	Ornamental									
	Reinforcing									
	Rigger									
	Sheeter									
	Signalman									
	Stage Rigger									
	Toxic Haz-Mat Work									
	Welder									
A1102	Helicopter	37.25	8.33	19.87	1.57	L&M	0.20	IAF	0.36	67.58
	Tower (energy producing windmill type towers to include nacelle and blades)									
A1103	Fence/Barrier Installer	32.75	8.33	19.62	1.47	L&M	0.20	IAF	0.36	62.73
	Guard Rail Installer									
A1104	Guard Rail Layout Man	33.49	8.33	19.62	1.47	L&M	0.20	IAF	0.36	63.47

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

**See note on last page if remote site

N1201	Group I, including:	30.00	7.71	17.06	1.20	L&M	0.20	LEG	0.20	56.37
	Asphalt Worker (shovelman, plant crew)									

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

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

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20 56.37
	Brush Cutter						
	Camp Maintenance Laborer						
	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 (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20 57.37

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

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

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

**See note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20 57.37

- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Guniting Operator
- Hod Carrier
- Jackhammer or Pavement Breaker (more than 45 pounds)
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

					L&M	LEG	
N1203	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20 58.27

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor

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

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

**See note on last page if remote site

						L&M	LEG	
N1203	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

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

						L&M	LEG	
N1205	Group IV	19.57	7.71	17.06	1.20	0.20	0.20	45.94

Final Building Cleanup
 Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	38.72	5.00	17.06	1.20	0.20	0.20	62.38

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

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

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37

Asphalt Worker (shovelman, plant crew)
 Brush Cutter
 Camp Maintenance Laborer
 Carpenter Tender or Helper
 Choke Setter, Hook Tender, Rigger, Signalman
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)
 Crusher Plant Laborer
 Demolition Laborer
 Ditch Digger
 Dumpman
 Environmental Laborer (hazard/toxic waste, oil spill)
 Fence Installer
 Fire Watch Laborer
 Flagman

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

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

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	56.37
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						
S1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

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

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

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
S1203	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

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

						L&M	LEG	
S1204	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

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

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

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

**See note on last page if remote site

S1205	Group IV	19.57	7.71	17.06	1.20	L&M	LEG	45.94
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Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	38.72	5.00	17.06	1.20	L&M	LEG	62.38
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Federally Licensed Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade,
Stake Hopper)

Millwrights

A1251	Millwright (journeyman)	36.74	9.78	12.21	1.00	L&M	0.05	60.18
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A1252	Millwright Welder	37.74	9.78	12.21	1.00	L&M	0.05	61.18
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1301	Group I, including:	32.07	8.03	11.10	1.08	L&M	0.07	52.35
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Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

N1302	Group II, including:	32.59	8.03	11.10	1.08	L&M	0.07	52.87
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Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist
Machine/Automatic Taping
Pot Tender
Sandblasting
Specialty Painter
Spray
Structural Steel Painter

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

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

**See note on last page if remote site

N1302	Group II, including:	32.59	8.03	11.10	1.08	L&M 0.07	52.87
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	38.13	8.03	12.11	1.05	0.05	59.37
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.31	8.03	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1301	Group I, including :	30.31	8.03	10.85	1.08	L&M 0.07	50.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	31.56	8.03	10.85	1.08	L&M 0.07	51.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	31.66	8.03	10.85	1.08	L&M 0.07	51.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

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

**See note on last page if remote site

S1304	Group IV, including:	38.13	8.03	11.36	1.08		L&M	58.67
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	29.31	8.03	5.02	0.83		L&M	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Piledrivers

**See note on last page if remote site

A1401	Piledriver	38.34	9.78	14.56	0.70		L&M	IAF	63.63
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

A1402	Piledriver-Welder/Toxic Worker	39.34	9.78	14.56	0.70		L&M	IAF	64.63
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A1403	Remotely Operated Vehicle Pilot/Technician	42.65	9.78	14.56	0.70		L&M	IAF	67.94
	Single Atmosphere Suit, Bell or Submersible Pilot								

A1404	Diver (working) ***See note on last page	82.45	9.78	14.56	0.70		L&M	IAF	107.74
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A1405	Diver (standby) ***See note on last page	42.65	9.78	14.56	0.70		L&M	IAF	67.94
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A1406	Dive Tender ***See note on last page	41.65	9.78	14.56	0.70		L&M	IAF	66.94
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A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	9.78	14.56	0.70		L&M	IAF	69.19
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Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.81	8.25	14.60	1.25		L&M	S&L	66.01
	Plumber								

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

Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.81	8.25	14.60	1.25	L&M	S&L	66.01
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Welder

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	39.85	8.88	12.72	1.25	L&M		62.90
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Plumber

Welder

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	37.52	12.72	11.25	2.50	L&M		64.23
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Plumber

Welder

Power Equipment Operators
 **See note on last page if remote site

A1601	Group I, including:	40.03	9.95	11.05	1.00	L&M		62.13
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
 - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)

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

Power Equipment Operators

**See note on last page if remote site

					L&M	
A1601 Group I, including:	40.03	9.95	11.05	1.00	0.10	62.13
Drag Scraper, Yarder, and similar types						
Drilling Machines, Core, Cable, Rotary and Exploration						
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
Helicopters						
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
Hydro Ax, Feller Buncher & similar						
Hydro Excavation (Vac-Truck and Similar)						
Licensed Line & Grade						
Loaders (2 1/2 yards through 5 yards, including all attachments):						
(a) Forklifts (with telescopic boom & swing attachment)						
(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
(c) Loaders, (with forks or pipe clamp)						
(d) Loaders, (elevating belt type, Euclid & similar types)						
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)						
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
Micro Tunneling Machine						
Mixers: Mobile type with hoist combination						
Motor Patrol Grader						
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
Operator on Dredges						
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
Plant Operator (Asphalt & Concrete)						
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
Remote Controlled Equipment						
Scraper (through 40 yards)						
Service Oiler/Service Engineer						
Shot Blast Machine						
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)						
Sideboom (under 45 tons)						
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)						
Sub Grader (Gurries, Reclaimer & similar types)						
Tack Tractor						
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter						
Unlicensed Off-Road Hauler						
Wate Kote Machine						

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

Power Equipment Operators

**See note on last page if remote site

A1602 Group IA, including:	41.79	9.95	11.05	1.00	L&M 0.10	63.89
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- Camera/Tool/Video Operator (Slipline)
- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
 - (a) Clamshells & Draglines (over 3 yards)
 - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

A1603 Group II, including:	39.26	9.95	11.05	1.00	L&M 0.10	61.36
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Grade Checker
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.54	9.95	11.05	1.00	L&M 0.10	60.64
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

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

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1604	Group III, including:	38.54	9.95	11.05	1.00	0.10	60.64
	Compressor						
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Atthey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 200 k.w.)						
	Pumps, Water						
	Roller (other than Asphalt)						
	Saws, Concrete						
	Skid Hustler						
	Skid Steer (with all attachments)						
	Stake Hopper						
	Straightening Machine						
	Tow Tractor						

						L&M	
A1605	Group IV, including:	32.33	9.95	11.05	1.00	0.10	54.43
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

						L&M	
A1701	Rofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03 58.22
A1702	Rofer Material Handler	29.83	11.75	2.91	0.81	0.10	0.03 45.43

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

						L&M	
N1801	Sheet Metal Journeyman	47.13	10.16	10.64	1.45	0.12	69.50

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

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

						L&M	
S1801	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	0.37	65.38

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

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

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

S1801	Sheet Metal Journeyman	41.38	10.16	12.25	1.22	L&M 0.37	65.38
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	44.75	8.77	13.35	0.45	L&M 0.25	67.57
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.81	10.58	10.39	1.35	L&M 0.10	65.23
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A2002	Party Chief	41.22	10.58	10.39	1.35	L&M 0.10	63.64
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A2003	Line & Grade Technician/Office Technician	40.62	10.58	10.39	1.35	L&M 0.10	63.04
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.50	10.58	10.39	1.35	L&M 0.10	60.92
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A2005	Stake Hop/Grademan	35.57	10.58	10.39	1.35	L&M 0.10	57.99
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A2006	Chain Person (for crews with more than 2 people)	34.16	10.58	10.39	1.35	L&M 0.10	56.58
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.59	10.58	10.39	1.35	L&M 0.10	62.01
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

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

Truck Drivers

**See note on last page if remote site

						L&M	
A2101	Group I, including:	39.59	10.58	10.39	1.35	0.10	62.01
	Material Coordinator and Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
A2102	Group 1A including:	40.86	10.58	10.39	1.35	0.10	63.28
	Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
A2103	Group II, including:	38.33	10.58	10.39	1.35	0.10	60.75
	All Deltas, Commanders, Rollagons, & similar equipment						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Mechanics						
	Partsman						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Stringing Truck						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
A2104	Group III, including:	37.51	10.58	10.39	1.35	0.10	59.93
	Batch Trucks (8 yards & up)						
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards						
	Expeditor (electrical & pipefitting materials)						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)						
	Greaser - Shop						
	Oil Distributor Driver						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						

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

Truck Drivers

**See note on last page if remote site

A2104 Group III, including:	37.51	10.58	10.39	1.35	L&M 0.10	59.93
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.93	10.58	10.39	1.35	L&M 0.10	59.35
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- 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
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	36.17	10.58	10.39	1.35	L&M 0.10	58.59
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

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

Truck Drivers
 **See note on last page if remote site

						L&M	
A2106	Group V, including:	36.17	10.58	10.39	1.35	0.10	58.59
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

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

						L&M	LEG
N2201	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

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

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

**See note on last page if remote site

						L&M	LEG	
N2204	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07

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

						L&M	LEG	
N2206	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25

- Federally Licensed Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

**See note on last page if remote site

						L&M	LEG	
S2201	Group I, including:	33.00	7.71	17.06	1.20	0.20	0.20	59.37

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

						L&M	LEG	
S2202	Group II, including:	34.10	7.71	17.06	1.20	0.20	0.20	60.47

- Burning & Cutting Torch
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Concrete Laborer
- Jackhammer
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

						L&M	LEG	
S2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46

- Miner
- Retimberman

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

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

**See note on last page if remote site

						L&M	LEG	
S2204	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M		
A2207	Group I	44.03	9.95	11.05	1.00	0.10		66.13
A2208	Group IA	45.97	9.95	11.05	1.00	0.10		68.07
A2209	Group II	43.19	9.95	11.05	1.00	0.10		65.29
A2210	Group III	42.39	9.95	11.05	1.00	0.10		64.49
A2211	Group IV	35.56	9.95	11.05	1.00	0.10		57.66

* 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 worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

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

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