

BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

Due Date and Time:

May 3, 2024

2:00 P.M.

at |

Enclosed:

Bid Documents and Affidavit

Matanuska-Susitna Borough School District

Purchasing Department 690 Cope Industrial Way Palmer, AK 99645

P: (907) 861-5120 || F: (907) 861-5184 <u>bids@matsuk12.us</u> <u>www.matsuk12.us/bids</u>

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CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	April 10 and 12, 2024
Anchorage Daily News	April 7 and 9, 2024

Type of Ad: Classified / Public Notice

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

Matanuska-Susitna Borough School District Bid

BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

Notice is hereby given that the Matanuska-Susitna Borough School District (MSBSD) will consider bids from qualified individuals and firms for the provision of:

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

Bids are due on or before	May 3, 2024	at	2:00 P.M.	Palmer, Alaska time. Sealed bids must
be submitted and received by the	MSBSD Purchasing	Departm	ent, 690 Cop	e Industrial Way, Palmer, AK 99645, on
or before said date and time desig	gnated for receipt of	bids. All	bids must be	e marked" BID #B24-08 _"
Bid documents can be viewed on	the MSBSD website	at <u>www.</u>	matsuk12.us	<u>/bids</u> and are also available at the MSBSD
Purchasing Department, 690 Cope	e Industrial Way, Pal	mer, AK	99645. For r	nore information, call (907) 861-5120.
A pre-bid conference will be held	on April 15, 2024. A	Attendan	ce is not mar	ndatory, but it is highly
recommended that bidders attend	d. For more informa	tion, ple	ase refer to A	ppendix 6 of the bid documents. MSBSD
personnel will be available. All qu	uestions will be answ	ered in v	writing and is	sued as an addendum to the bid
documents.				
The MSBSD reserves the right to	accept or reject any	or all bio	ds and waive	any minor technicalities, informalities,

and/or irregularities as it deems appropriate.

3/20/24	Requested By:	A. Carney	Approved By:	B. Munso	n
 CONST	FRUCT CONNECTOR ROAD		BID #B24-08		





CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

BID #B24-08

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

The Matanuska-Susitna Borough School District (MSBSD) is requesting bids from qualified bidders to provide

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

as specific herein.



BIDDER USE ONLY

THIS PAGE MUST BE COMPLETELY FILLED IN, SIGNED, AND RETURNED WITH YOUR PACKET.

	Company Name	
	Address	
City	State	Zip
Telephone Number		Fax Number
State of Alaska Business License Number	Matanuska-Susit	na Borough Business License Number
Authorized Signature	Printed Name	Date
CONSTRUCT CONNECTOR ROAI	D FOR CTHS AND TMS	BID #B24-08

INSTRUCTIONS TO BIDDERS

1. **GENERAL INFORMATION:**

The Matanuska-Susitna Borough School District (MSBSD) is soliciting bids from qualified bidders to provide the scope of services as specified in Attachment A, Scope of Services. Copies of the bid documents can be viewed in the Purchasing section of the MSBSD website at www.matsuk12.us/bids and can be obtained in the Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645 or by calling (907) 861-5120. Office hours are 7:00am - 4:30pm, Monday through Friday.

Bids must be fully executed, signed by each bidder, and enclosed in a sealed envelope with the bidder's name, address, and phone number clearly indicated on the outside, as per Section 8 of this Instructions to Bidders. Bids must be submitted to the MSBSD Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645. Signed bids must be in the office of the MSBSD Purchasing Department on or before the date and time designated for receipt of bids. The MSBSD will not accept or consider bids that are oral, telephonic, telegraphic, faxed, e-mailed, or otherwise electronically transmitted.

2. GENERAL STATEMENT:

In rendering the services hereunder, the selected bidder shall adhere to the following general terms and conditions. The term "selected bidder" refers to the bidder awarded a contract to provide services and/or products as required herein. The term "agreement" hereafter refers to this Invitation to Bid, any and all attachments and appendices, any and all addenda, and the bidder's response and acceptance by the MSBSD. A contract may be issued upon award of this bid.

3. PRE-BID CONFERENCE:

A pre-bid conference will be held on April 15, 2024. Attendance is not mandatory, but it is highly recommended that bidders attend. For more information, please refer to Appendix 6 of the bid documents. MSBSD personnel will be available. All questions will be answered in writing and issued as an addendum to the bid documents.

4. EXAMINATION OF BID DOCUMENTS:

A. Bidders shall carefully examine the bid documents before submitting a bid. The submission of a bid shall be an admission that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

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

C. Bidders shall include in their bid sums sufficient to cover all items and services required by the bid documents, and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS:

Bidders shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents. Requests from bidders for interpretation or clarification of the bid documents shall be made in writing to the Purchasing Department by

April 19, 2024	at	4:00 P.M.	Palmer, Alaska time.
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Any questions received after this date and time will not be answered. Questions should reference the applicable bid number and title and can be submitted by mail, fax, or e-mail to the following:

Mail:MSBSD Purchasing Department; 690 Cope Industrial Way; Palmer, AK 99645Fax:MSBSD Purchasing Department; (907) 861-5184E-mail:bids@matsuk12.us

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS



5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS (CONT.):

Interpretations, corrections, responses to questions, and changes of the Bid Documents will be made by addenda. Interpretations, corrections, responses to questions, and changes of the Bid Documents made in any other manner will not be binding on the MSBSD and bidders shall not rely on them. All addenda issued shall become part of the agreement documents. It is the bidder's sole responsibility to ascertain that they have received all addenda issued by the Purchasing Department. Each addendum will be issued by both fax machine and U.S. mail. All addenda will also be posted in the Purchasing section of the MSBSD website at <u>www.matsuk12.us/bids</u>. **All addenda must be acknowledged in the space provided on Appendix 1 or the bid may be deemed nonresponsive.**

6. PREPARATION AND SUBMISSION OF BIDS:

A. Each bid must be signed in longhand by the bidder with their usual signature. Bids submitted by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Bids submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature of the president, secretary, or other person authorized to bind in the matter. The full name and address of each person signing shall be typed or printed below the signature.

B. Bids shall be submitted on the forms furnished and must be manually signed. Bids must be submitted in a sealed envelope and addressed as indicated in Section 8 of this Instructions to Bidders.

C. Bids shall specify a price, typed or written in ink, for each bid item called for. Bids may be rejected if they show an omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

D. Bidders shall bear all costs directly or indirectly related to preparing a bid, preparing presentations or supplements, and/or clarifying a bid as may be required by the MSBSD in response to this solicitation.

7. SUBMITTAL REQUIREMENTS:

All of the following must be included with the bid or the bid may be considered non-responsive and be rejected: A. Invitation to Bid signature page, signed by responsible party.

- B. Bid Form, fully executed and signed.
- C. Appendix 1, Addendum Acknowledgement, fully executed and signed.
- D. Appendix 2, Non-Collusion Certificate, fully executed and signed.

E. Evidence of Insurance, as required in the Invitation to Bid and Appendix 3, will be required prior to an award to the successful bidder.

F. Appendix 4, Vendor Paperwork, fully executed.

G. Appendix 5, Proposed Subcontractors and Suppliers List, fully executed (if applicable)

H. Copies of Alaska Business License and all other licenses, certificates, or permits required by city, borough, state, and federal law as applicable.

I. Any additional submittal requirements per Attachment A: Scope of Services.

8. BIDS:

A. Signed bids **MUST** be in the MSBSD Purchasing Department office on or before

May 3, 2024 at 2:00 P.M. Palmer, Alaska time.

B. It is the responsibility of all bidders to ensure that their bids and associated documents are in the office of the Purchasing Department prior to the date and time designated for receipt of bids. Bids <u>MUST</u> be in <u>SEALED</u> envelopes clearly marked as follows:

Bid Number:	BID #B24-08		
Bid Title:	CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS		
Due:	May 3, 2024 at 2:00 P.M.		
Baci			
CONSTRU	JCT CONNECTOR ROAD FOR CTHS AND TMS	BID #B24-08	~

8. BIDS (CONT.):

C. Bidders are cautioned that mailed bids which arrive after the date time designated for receipt of bids will not be opened or considered. Bidders are further cautioned not to rely on the U.S. Postal System or any other second party for timely delivery of their bid. It is the bidder's sole responsibility to ensure that their bid and associated documents are in the physical possession of the Purchasing Department prior to the date and time scheduled for receipt of bids.

D. All bids shall be submitted on the attached bid forms in the spaces indicated and must comply with these instructions. The bid must be completed and signed by an authorized representative of the firm submitting the bid.

E. Scheduled bid openings are open to the public and are located in the Purchasing Department.

9. WITHDRAWAL FROM CONSIDERATION:

Bids may be withdrawn upon written request delivered to the MSBSD Purchasing Department on or before the date and time designated for receipt of bids. However, no bidder shall withdraw or cancel their bid for a period of ninety (90) calendar days prior to the date and time designated for receipt of bids, nor shall the selected bidder withdraw, cancel or modify their bid after having been notified by the Purchasing Department that said bid has been accepted by the MSBSD.

10. MODIFICATION OF BIDS:

Prior to the date and time designated for receipt of bids, a bid may be modified or withdrawn by notice to the MSBSD at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder. That notice shall be date and time stamped by the MSBSD on or before the date and time designated for receipt of bids. A modification must not reveal the amount of the original bid. A bid bond, if required, shall be in an amount sufficient for the bid as modified.

11. AWARD OF CONTRACT:

A. The MSBSD will award a contract to the lowest responsive and responsible bidder. This bid will be awarded on the basis defined in Attachment A, Scope of Services.

B. The MSBSD, as it deems appropriate, shall have the right to reject any and all bids. Bids may be rejected if they do not include a required bid bond or other data required by the bid documents. All responsive bids may be rejected if the MSBSD, in its sole judgment, considers them too costly.

C. The MSBSD has the right to accept Alternatives in any order or combination unless otherwise specifically provided in the Bid Documents, and to determine the low bidder on the basis of the sum of the Base Bid and Alternatives accepted.

D. In determining the lowest responsive and responsible bidder, the MSBSD may consider, in addition to price, at any point in the selection process, any of the following factors:

- I. The ability, capacity, and skill of the bidder to perform the contract.
- II. Whether the bidder can perform the contract within the time specified without delay or interference.
- III. The character, integrity, judgment, experience, and efficiency of the bidder.

IV. The quality of performance by the bidder on previous contracts of a similar nature.

V. Whether the bidder is in arrears on any existing contract with the MSBSD or is in litigation, arbitration, or other legal dispute with the MSBSD.

VI. Previous compliance by the bidder with laws and regulations relating to the contract.

VII. The number and scope of conditions attached to the bid.

VIII. The number and scope of minor variations contained in the bid.

IX. If the contract is one which will require future maintenance or repairs, the availability of replacements, replacement parts, and maintenance service for any machinery, equipment, or other material proposed to be installed or supplied by the bidder.

X.The quality, availability, and adaptability of the supplier, equipment, or contractual services to the particular use required.

XI. Whether the bidder is prepared to furnish supplies, equipment, or contractual services which meet the specifications of the MSBSD.

E. The MSBSD reserves the right to make award within a ninety (90) calendar day award period from the date the bids are opened. Bids submitted must be firm for the award period and the contracted service period.

12. AVAILABILITY OF FUNDS:

A. The MSBSD reserves the right, at its sole discretion, to cancel this Invitation to Bid or any part thereof, at any time, prior to an award of contract issued under this Invitation to Bid.

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12. AVAILABILITY OF FUNDS (CONT.):

B. Awards are contingent upon the appropriation of MSBSD budget funds.

13. REQUEST FOR ADDITIONAL INFORMATION:

A. The MSBSD reserves the right to request current audited financial statements; qualifications of management personnel, including project manager or field supervisors performance references; or other information deemed relevant at any time prior to bid award. Bidder agrees to provide such requested information within three (3) business days of the request.

B. Prior to the final selection, bidders may be required to submit additional information, which the MSBSD may deem necessary to further evaluate the bids.

C. The MSBSD reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to a background investigation conducted by proper authorities.

14. PUBLIC RECORDS CLAUSE:

This Invitation to Bid and the resulting bids received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made a part of the record which will be open to public inspection, unless restricted by the bidder and School Board Policy, once the Notice of Intent to Award has been issued. If a bid contains any information which is proprietary or confidential, each page of the confidential information must be clearly marked with a diagonal watermark that reads "CONFIDENTIAL"; such information will be kept confidential if appropriate and will not be released to the public. The MSBSD is not responsible for the release of any documents not marked in this manner. A confidential watermark is required. The bid tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

15. PROTEST OF AWARD:

The MSBSD has a process in place for an unsuccessful bidder to submit a written protest, requesting a review of the bid award.

A. An unsuccessful bidder must submit its protest within three (3) days of the date of the Notice of Intent to Award issued by the MSBSD's Purchasing Department.

B. The protest must be made in writing, delivered to the same location as the original bid, and must set forth in detail the reason(s) for the protest, with specific reference to the relevant provision of the Bid Documents.

C. Upon receipt of the protest, the Purchasing Department shall schedule an informal hearing to include the successful bidder, the protesting bidder, the Assistant Superintendent of Business and Operations, and a representative of the Purchasing Department. At such time, the bidder making protest can express his/her concerns with said award.

D. Following the informal hearing, the Assistant Superintendent of Business and Operations will send the MSBSD's decision on the protest to all involved parties.

E. If the contract award for the proposed project is required to be approved by the MSBSD School Board, the involved parties will be notified of the date and time of the applicable School Board meeting.

16. CONTRACT:

The contract between the MSBSD and the bidder shall consist of (1) the Invitation to Bid and any attachments and/or amendments and/or addenda thereto; (2) the bid submitted by the bidder in response to the Invitation to Bid; and (3) the actual written agreement or contract. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the bid documents shall govern.

17. INSURANCE:

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of this agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. The successful bidder shall procure and maintain minimum insurance requirements and shall provide all required documentation as per attached Appendix 3 to the MSBSD upon award of this agreement. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of this agreement, may be grounds for termination. The duties required under this subsection shall survive the termination expiration of this agreement. **It is highly recommended that the**





17. INSURANCE (CONT.):

bidders confer with their respective insurance companies or brokers to determine if their insurance program complies with the MSBSD's insurance requirements, as per attached Appendix 3.

18. LICENSES:

All individuals or businesses conducting business within the State of Alaska and within the Matanuska-Susitna Borough are hereby advised that they must obtain both a State of Alaska and a Matanuska-Susitna Borough business license. For information on how to obtain the appropriate business license or see if any exemptions may apply, please visit the following websites.

State of Alaska: https://www.commerce.alaska.gov/web/cpbl/BusinessLicensing/BusinessLicensingFormsFees.aspx

Matanuska-Susitna Borough http://www.matsugov.us/business-licenses

19. INVOICES AND METHOD OF PAYMENT:

Billings for services must be verified by a responsible representative of the MSBSD before payment can be made. Payments shall be made to the bidder within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice. The request for payment or invoice may be submitted to the MSBSD, Attn: Accounting Department, 501 N. Gulkana St., Palmer, AK 99645, or invoices can be e-mailed to accounting@matsuk12.us.

20. FEDERAL EXCISE TAXES:

The MSBSD is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished upon request.

21. MODIFICATIONS:

The MSBSD may, from time to time, require modifications in the scope of services to be performed under this agreement. However, it is expressly understood that this agreement shall not under any circumstances be modified without written authorization from the MSBSD. All modifications in the terms of this agreement, to include adding additional schools or sites, shall be incorporated by written amendments to this agreement executed by both parties.

22. INDEMNIFICATION:

A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.

23. PROTECTION OF EQUIPMENT AND PROPERTY:

The bidder assumes full responsibility for and shall indemnify the MSBSD for any loss or damage to any MSBSD property resulting in whole or in part from the acts or omissions of the bidders, or any employee, agent or representative of the bidder.

24. BIDDER'S PERSONNEL REQUIREMENTS:

The MSBSD may, by serving written notice, require the bidder to promptly remove from the site of work any employee or worker the MSBSD deems incompetent, careless, or otherwise objectionable including, but not limited to, violation of MSBSD policies relating to alcohol, illegal drugs or firearms on MSBSD property.

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS



25. EQUAL EMPLOYMENT OPPORTUNITY:

Bidders, in submitting bids, certify that if awarded a contract under this Invitation to Bid, they will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national or ethnic origin, disability, marital status, change in marital status, pregnancy, parenthood, or any other basis prohibited by Alaska state or federal laws. The bidder will take affirmative action to ensure non-discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

26. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE:

The selected bidder agrees to comply with MSBSD School Board Policy (BP) 4020, Drug, Tobacco and Alcohol-Free Workplace. This policy states, in part: "In the interest of the health and safety of students and employees, it is a violation of this policy for students, staff, parents, visitors, contractors and all others to use, distribute or sell tobacco, any non-FDA-approved tobacco or nicotine delivery products or devices including but not limited to, cigarettes, cigars, dip, hookah pens, e-cigarettes, and dissolvable nicotine products on District premises, at school-sponsored activities on or off District premises and in District-owned, rented or leased vehicles."

27. CODE OF ETHICS:

A. The selected bidder shall comply with MSBSD School Board Policy BP 4119.21, Code of Ethics.

B. The selected bidder shall also comply with BP 3515.7, Restrictions on Sex Offenders on Campus. This policy states, in part: "To protect the morals, health, and safety of students, it is the policy of the district to deny entrance onto the premises of any district school or any building used for school activities to registered sex offenders or persons required to register under the sex offender registration act of whom the district has knowledge."

C. The selected bidder shall take affirmative action to ensure that no contractor, employee, or subcontractor who will be working on MSBSD property has a criminal record of any conviction for child abuse or assault, be on the State of Alaska or any State Sexual Offender Registry, or has been convicted of a crime of moral turpitude. Any waiver of this section must be in writing, signed by the District's Superintendent. The MSBSD has the right to verify such records at any time during the life of the contract.

28. OCCUPATIONAL SAFETY AND HEALTH WARRANTY:

If awarded the agreement, the bidder warrants that the products sold or services rendered shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto. In the event the product sold does not conform to the OSHA standards and/or regulations, the MSBSD may return the product for correction or replacement at bidder's option and at bidder's expense. Services performed by the bidder which do not conform to OSHA standards and/or regulations must be corrected by bidder at bidder's expense or by the MSBSD at bidder's expense in the event bidder fails to make the appropriate correction within a reasonable time.

29. COMPLIANCE:

The selected bidder shall comply with all state, federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the service.

General Conditions:

I. General Statement: The following conditions shall be followed by the selected bidder. These conditions shall be adhered to, relative to any project for which the selected bidder provides services. The MSBSD reserves the right to delete or alter the following terms and conditions or to add additional terms and conditions at its discretion. The selected bidder shall perform services and otherwise comply with all conditions as set forth in this Invitation to Bid including all attachments and appendices hereto and all additional requirements identified in the bid documents.

II. Governing Laws: The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.

III. Compliance with All Laws: The bidder shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner affect the performance of the agreement and all applicable MSBSD policies, rules and procedures.

IV. Relationship of All Parties: It is expressly understood and agreed by the bidder and the MSBSD that the bidder's relationship to the MSBSD is that of an independent contractor.



30. CONFLICT OF INTEREST:

A. The contracting party expressly represents that the contract is not contrary to MSBSD School Board Policy BP 2300, Conflict of Interest and that the contracting party has read and understands BP 2300. If this representation is false, the Superintendent may terminate the contract without regard to partial performance and in the event of such a termination, the MSBSD will have no further liability or obligation to the contracting party.

B. Any employee and/or employee with immediate family members that may have a financial interest in the contract must file an annual BP 2300, Conflict of Interest Affidavit with MSBSD. The following definitions apply to this policy: Immediate family member means an employee's grandparent, parent, child, grandchild, brother, sister, spouse, child of a spouse, or regular member of the employee's household.

31. ASSIGNMENTS AND SUBCONTRACTORS:

A. The bidder shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent of the MSBSD.

B. The bidder shall ensure that subcontractors are appropriately licensed, insured and bonded, and qualified to meet all of the requirements of this Invitation to Bid. If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five (5) working days of the written request by the MSBSD:

- I. The complete name and address of the subcontractor;
- II. The type and percentage of work the subcontractor will perform;
- III. Certificate of Insurance
- IV. Other requested information relevant to the qualifications of the subcontractor.

C. contractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the bidder.

32. TERMINATION FOR CAUSE:

A. If, through any cause, the bidder shall fail to fulfill in a timely and proper manner their obligation under this agreement, or if the bidder shall violate any of the covenants, agreements, or stipulations of any awarded contract, the MSBSD shall thereupon have the right to terminate this agreement by serving written notice to the bidder of such termination and specifying the effective date thereof, at least 30 (thirty) days before the effective date of such termination. However, if the MSBSD determines that the continuation of this agreement constitutes an imminent threat to the health and safety of its students and staff, this agreement may be terminated by the MSBSD effective immediately.

B. In the event it becomes necessary to terminate this agreement awarded as a result of this bid, regardless of the circumstances or time remaining on the contract, the bidder will be responsible for any and all expenses incurred by the MSBSD. These expenses can include, but are not limited to, cost of locating interim services, cost of re-issuing a bid, and any additional cost to the MSBSD by the new bidder greater than the current contract.

C. The bidder shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision as set forth under Section 18 of this bid document. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The MSBSD's contract administrator shall determine whether work completed is satisfactory.

33. TERMINATION FOR CONVENIENCE OF THE MSBSD:

A. The MSBSD may terminate any awarded contract or agreement at any time by serving written notice to the bidder of such termination and specifying the effective date of such termination at least 30 (thirty) days prior to the effective date of termination.

B. Upon termination of any awarded contract or agreement, the MSBSD shall pay the bidder any payments due at that time.

34. FAILURE OF FUNDING:

A. The MSBSD shall be excused from performance under the contract if funding is not appropriated.

B. The MSBSD may reduce the scope and amount ofservices provided under the contract to counteract a funding shortfall.

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

ATTACHMENT A: SCOPE OF SERVICES

1. **GENERAL REQUIREMENTS**

The Matanuska Susitna Borough School District (MSBSD) is seeking bids from qualified contractors to construct a connector road for Career Tech High School (CTHS) and Teeland Middle School (TMS). Please refer to the attached plans and specifications for additional information.

2. <u>GENERAL INFORMATION</u>

- A. All work will be completed in a workmanlike manner according to standard practices. The contractor is responsible for removal of debris and jobsite cleanup.
- B. Any alteration or deviation from written specifications involving extra costs shall only be executed upon a written change order signed by both the contractor and the MSBSD. Each written notice of changed conditions shall be clearly identified as such and shall include an estimate of the cost and the contract time impact of the alleged changed condition.
- C. Contractor shall account for temporary facilities, which may include temporary toilets, dumpsters, utilities, and site security and/or fencing. The contractor should make reasonable precautions to protect the work site as the schools may have community events and occasional summer staffing.
- D. Construction shall be completed in accordance with the Alaska Department of Transportation and Public Facilities (ADOT&PF) Standard Specifications for Highway Construction (SSHC) 2017 Edition with the modifications as per Appendix 7, Special Provisions.
- E. The Contractor is responsible for restoring any damaged grounds from construction activities to pre-construction conditions.
- F. Contractor must provide minimum of a one (1) year warranty on work.

3. <u>SCOPE</u>

- A. The Contractor is responsible for the work shown in Appendix 7: Plans and Specifications. Work includes but is not limited to constructing approximately 360 linear feet of road to connect CTHS and TMS. The project will involve approximately 7,900 cubic yards of unclassified excavation, 810 tons of borrow, Type B, 710 tons of borrow, Type IIA, 150 tons of aggregate base course, Grading D-1, 120 tons of hot mix asphalt, Type II: Class B, installing drainage culverts and signage. Additional items include topsoil and seeding.
- B. The Contractor must post 25 mph speed limit signs within the construction area.
- C. The MSBSD Facilities Department will be responsible for securing appropriate permits for the work.

4. <u>CONTRACT AWARD</u>

The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder based on total base bid.



CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P. 11

5. <u>CONTRACT TERM</u>

The term of any contract resulting from this solicitation shall run from May 27, 2024 through August 9, 2024. Substantial completion is July 26, 2024.

6. <u>CONTRACT MANAGEMENT</u>

At the commencement of any resulting contract, the MSBSD and the successful bidder shall each designate a contract administrator. Such persons shall be the respective party's single point of contact for purposes of management of the contract. The bidder's contract administrator shall assume responsibility for the coordination of all contract issues under the contract.



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

ATTACHMENT B: SPECIAL CONDITIONS FOR CONSTRUCTION BIDS

1. **GENERAL INFORMATION:**

The following special conditions apply to bids and contracts of a construction nature.

2. CONTRACT MANAGEMENT:

At the commencement of the resulting contract, the MSBSD and the successful bidder shall each designate a project manager. Such person shall be the respective party's single point of contact for purposes of management of the contract. The bidder's project manager shall assume responsibility for the coordination of all contract issues under the contract.

3. BONDS OF CONTRACTORS FOR PUBLIC BUILDING OR WORKS:

In certain circumstances, Alaska Statute AS 36.25.010 requires contractors to furnish to the state or a political subdivision of the state certain bonds, which become binding upon the award of the contract. If required, the successful bidder shall furnish a performance and payment bond in the full amount of the contract and shall maintain the bond in force during the duration of the contract. The bond shall be for the faithful performance of this contract in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the contract documents may be made without securing the consent of the surety of sureties. The bond shall be with a corporate surety authorized to do business in Alaska, having an A.M. Best rating of B+7 or higher, and acceptable to the MSBSD. A Power of Attorney for the person signing the bond for the surety must be submitted with the bond.

4. WAGE RATES (STATE OF ALASKA PREVAILING WAGE SCALE AND ALASKA HIRE):

Attention of bidders is particularly called to the requirements of conditions of employment to be observed and minimum wage rates to be paid under the contract. The requirements of Alaska's Little Davis Bacon Act (AS 36.050.010) are applicable to this project. All work performed "on-site" is covered and subject to the provisions of this act. Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon and adhere to those conditions. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. The State of Alaska, Department of Labor, Wage and Hour Administration Pamphlet No. 600 is available online at http://labor.alaska.gov/lss/pamp600.htm. Laborers' and Mechanics' minimum rates of pay are updated April 1 and September 1 of each year. It is the responsibility of the bidder to obtain the new labor wage and hour rates when available from the State of Alaska, Department of Labor, and to use the prevailing wage scale and hiring requirements when formulating their bid.

For the purposes of this Invitation to Bid, Issue # 48

released April 1, 2024

5. LICENSES:

In addition to the licenses required in section 18 of the Instructions to Bidders, all individuals or businesses contracting for construction work under Alaska's Little Davis Bacon Act (AS 36.050.010) are hereby advised that they must obtain a contractor's license. For information on how to obtain the appropriate license or see if any exemptions may apply, please visit the following website: <u>https://www.commerce.alaska.gov/web/cbpl/</u><u>ProfessionalLicensing/ConstructionContractors.aspx</u>.

6. SUBCONTRACTORS:

Refer to Section 31 of the Instructions to Bidders, entitled "Assignments and Subcontractors", for the MSBSD's requirements regarding subcontractors.

7. CONTRACTOR PERSONNEL:

The personnel identified or described in the bidder's proposal shall perform the services provided for the MSBSD under any resulting contract. The bidder agrees that any personnel substituted during the term of the contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The MSBSD reserves the right to approve personnel assigned to work under the contract, and any changes or substitutions to such personnel. The MSBSD's approval of a substitution will not be unreasonably withheld. Any such approval or disapproval shall not relieve the bidder from its obligations under the contract. In the event that personnel become unavailable, it will be the bidder's responsibility to provide an equally qualified replacement in time to avoid delays to the work.

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

BID #B24-08



will apply.

8. MEETINGS AND NOTIFICATIONS:

A. Technical or Contractual Problems: The bidder will be required to meet with the MSBSD's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the MSBSD. Meetings will occur as problems arise and will be coordinated by the MSBSD. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the contract.

B. Progress Meetings: During the term of the contract, the MSBSD's project manager will plan and schedule Project Status Meetings with the successful bidder to discuss the progress made by the bidder and the MSBSD in the performance of their respective obligations under the contract. Project managers for all subcontractors who are then performing work on the project or whose work affects the status of the project shall participate in person or by telephone conference in the Project Status Meeting. At each such meeting, the successful bidder shall provide the MSBSD with a written status report that identifies project status including all work completed and milestones completed, issue tracking/resolution including projected schedule to resolve issues, change management, any problem or circumstance encountered by bidder, or of which bidder gained knowledge during the period since the last such status report, which may prevent bidder from completing any of its obligations as required or that may generate charges in excess of those previously agreed to by the parties. The successful bidder shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same. Either party also may request additional Progress Status meetings. Upon two (2) business days' prior telephone, e-mail, or written notice from a party, the other party shall use good faith efforts to make itself available for any meetings during business hours reasonably requested by the other party. The successful bidder's subcontractors shall make good faith efforts to attend such meetings if requested by the MSBSD.

C. Failure to Notify: In the event successful bidder fails to specify in writing any problem or circumstance with respect to the period during the term covered by bidder's status report, it shall be conclusively presumed for purposes of the resulting contract that no such problem or circumstance arose during such period, and the bidder shall not be entitled to rely upon such problem or circumstance as a purported justification for either claiming it is entitled to receive any amount (including without limitation damages or additional charges arising out of a breach by the MSBSD of any MSBSD obligation) with respect to any of bidder's obligations under the contract in excess of those previously agreed to; or failing to complete any of bidder's obligations. Submission by the successful bidder of the status reports shall not alter, amend or modify the bidder's or the MSBSD's rights or obligations pursuant to any provision of the resulting contract.

D. MSBSD's Failure or Delay: For a problem or circumstance identified in the bidder's status report, which the bidder claims was the result of the MSBSD's failure or delay in discharging any MSBSD obligation, the MSBSD shall review and determine if such problem or circumstance was in fact the result of such alleged failure or delay. If the MSBSD agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the bidder. If the MSBSD does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

BID #B24-08



CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

ATTACHMENT C: BID FORM

The undersigned hereby further proposes to furnish all services, including labor, equipment, supplies, and supervision necessary to build a drop-off and pick-up connector road between CTHS and TMS for the MSBSD in full accordance with the Bidding Documents.

	BASE BID								
Item No.	Work Description	Pay Unit	Est. Quant.	Unit Price	Total Bid Amount				
202 (2)	Removal of Pavement	SY	120	\$	\$				
202 (13)	Removal of Fence	LF	1,045	\$	\$				
203 (3)	Unclassified Excavation	CY	7,900	\$	\$				
203 (6B)	Borrow, Type B	Ton	810	\$	\$				
203 (19)	Borrow, Type IIA	Ton	710	\$	\$				
301 (1)	Aggregate Base Course, Grading D-1	Ton	150	\$	\$				
401 (1B)	HMA, Type II; Class B	Ton	120	\$	\$				
603 (1-12)	CSP 12 Inch	LF	146	\$	\$				
615 (1)	Standard Sign	SF	12.5	\$	\$				
618 (2A)	Seeding, Type A	SY	4,000	\$	\$				
620 (1)	Topsoil	SY	4,000	\$	\$				
630 (1)	Geotextile, Separation, Class III	SY	1,520	\$	\$				
640 (1)	Mobilization and Demobilization	Lump Sum	ALL REQUIRED		\$				
641 (3)	Temporary Erosion and Pollution Control	Lump Sum	ALL REQUIRED		\$				
642 (1)	Construction Surveying	Lump Sum	ALL REQUIRED		\$				
642 (2)	Two Person Survey Party	HR	8	\$	\$				
643 (1)	Traffic Maintenance	Lump Sum	ALL REQUIRED		\$				
643 (2)	Permanent Construction Signs	Lump Sum	ALL REQUIRED		\$				

BID FORM CONTINUED ON THE FOLLOWING PAGE



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

BID FORM (CONTINUED)

Item No.	Work Description	Pay Unit	Est. Quant.	Unit Price	Total Bid Amount
670 (1)	Painted Traffic Markings	Lump Sum	ALL REQUIRED		\$
800 (1) Interim Work Authorization		Contingent Sum	ALL REQUIRED	\$25,000.00	\$25,000.00
	TOTAL BASE BID	\$			

*All figures are estimated quantities only and are to be used as a basis for the uniform comparison of bids only. The MSBSD does not guarantee a minimum or maximum amount on any one item.

Company: _____

Printed Name

Date

Contractor: _____

Signature



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

APPENDIX 1: ADDENDUM ACKNOWLEDGEMENT

Please sign below to acknowledge receipt of all addenda. Return this form with your bid packet. Failure to acknowledge receipt of addenda may result in a determination of your proposal as non-responsive.

If no addenda have been issued, please indicate "NONE" below.

Addendum No.	Receipt Acknowledged (Signature)	Date

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

BID #B24-08



APPENDIX 2: NON-COLLUSION CERTIFICATE

The bidder certifies that:

- 1. The prices in this offer have been arrived at independently and neither the bidder nor any representatives of the bidder has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person relating to:
 - Those prices;
 - The intention to submit an offer; or
 - The methods or factors used to calculate the prices offered.
- 2. The prices in this offer have not and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law.
- 3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

Signature

Printed Name

Title

Business Name

Date



CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

APPENDIX 3:

INSURANCE REQUIREMENT FOR CONTRACTORS

It is highly recommended that contractors and subcontractors confer with their respective insurance companies or brokers to determine if their insurance program complies with the Matanuska-Susitna Borough School District's (MSBSD) insurance requirements.

The contractor and subcontractors shall procure and maintain in force at all times during the term of this agreement, and at its own cost, the following insurance policies required hereunder. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the contract, may be grounds for termination.

The insurance companies shall be rated no less than A-7 by AM Best rating service. MSBSD reserves the right to review and revise any of the following insurance requirements, based on insurance market conditions, availability or affordability of coverage, or changes within the scope of work that applies to this contract. In addition, the MSBSD reserves the right to reject any insurance policies that fail to meet the criteria listed within this section, or insurance carriers that are in poor financial condition or become in poor financial condition during the term of this contract.

The Policies of insurance required shall include the following:

1. WORKERS' COMPENSATION INSURANCE:

Workers' Compensation insurance in compliance with the laws of the State of Alaska, with Statutory Limits, and Employers' Liability insurance with a limit no less than \$500,000 Bodily Injury by Accident-Each Accident, \$500,000 Bodily Injury by Disease-Each Employee, \$500,000, Bodily Injury by Disease Policy Limit, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.

2. <u>COMMERCIAL GENERAL LIABILITY INSURANCE:</u>

Commercial General Liability insurance on an occurrence form with limits of liability not less than \$1,000,000 per occurrence bodily injury and property damage, \$1,000,000 personal and advertising injury, and \$2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; B) Premises/Operations; and C) Products/Completed Operations.

3. EXCESS LIABILITY INSURANCE:

Contractors and subcontractors shall procure and maintain during the life of this agreement, Excess Liability insurance with a limit of liability not less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

4. BUSINESS AUTOMOBILE / MOTOR VEHICLE LIABILITY:

The contractors and subcontractors shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

5. ADDITIONAL INSURED:

The following shall be listed as an Additional Insured on each policy listed except Workers' Compensation, Professional Liability, and Errors & Omissions: the Matanuska-Susitna Borough School District including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of the MSBSD.

6. INDEMNIFICATION AND HOLD HARMLESS:

A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS



7. CANCELLATION NOTICE:

All insurance policies, as described above, shall include an endorsement stating the following: "thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: MSBSD, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645.

8. WAIVER OF SUBROGATION:

The insurer(s) shall agree to waive all rights of subrogation against the District, its Administrators, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any of its subcontractors for the District.

9. CERTIFICATES OF INSURANCE:

The contractors and subcontractors shall provide the MSBSD two (2) Certificates of Insurance and/or copies of policies acceptable to the MSBSD for the coverage's listed herein at the time the agreements are returned for execution.

10. CONTINUATION OF COVERAGE:

If any of the above coverage expires during the term of this agreement, the contractors and subcontractors shall deliver renewal certificates of insurance and/or policies to the MSBSD at least ten (10) days prior to the expiration date.

The duties required under this appendix shall survive the termination or expiration of this agreement.



CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

APPENDIX 4: VENDOR PAPERWORK

Please complete this form i	n its entirety. Any	applicabl	e supplen	nental docum	ents can be attached	as needed. A W-9,
available at <u>www.irs.gov/ua</u>	ac/about-form-w9	, must be	submitte	d with this fo	rm or the application	will be denied.
Please check one:	New Vendor A	pplication	I		Vendor Update	e/Change
Vendor Legal Name					EIN or SSN	
Operating Name (DBA)						
Vendor Mailing Address						
City, State, Zip Code						
Vendor Remit-To Address						
City, State, Zip Code						
Vendor Contact Name						
Contact E-mail Address					Phone #	
Vendor Website URL					Fax #	
Describe the services, mate	erials, and/or equi	pment to	be provid	ed:		
How long have you been in	ı business providir	ng these s	ervices, r	naterials, and	l/or	
equipment?Describe any sp	ecial instructions	for shippir	ng to Alas	ska:		
Do you accept Purchase Or	ders (POs)?	🔲 Yes	🔲 No			
How to you prefer to receiv	e POs? Mail	🔲 Email	🔲 Fax			
What is your preferred met	hod of payment?	🔲 EFT	🔲 Chec	k		
Do you provide services to	the public?	🔲 Yes	🔲 No			
Do you have a current Busi	ness License?Do	🔲 Yes	🔲 No	License #		State
you have a State of AK Bus	iness License?Do	🔲 Yes	🔲 No	License #		1
you have a Mat-Su Busines	s License?	🔲 Yes	🔲 No	License #		1
Are you currently an MSBS	D employee?	🔲 Yes*	🔲 No	*Stop. Comple	te a Conflict of Interest Affid	avit.
Are you related to an MSBS	SD employee?	🔲 Yes*	🔲 No	*Stop. MSBSD	employee must complete a	Conflict of Interest Affidavit.
Do you have employees?		Yes*	— □ No	*Do you carry	Worker's Compensation insu	irance? 🔲 Yes 🔲 No
Upon request, can you prov	/ide three (3) refe		m indivic	luals/compan	ies vou have served?	Yes 🔲 No
					,,	
Authorized Agent Signatu		Date			Printed Name and T	ītle
Purchasing Department	Use Only: Appr	oved? Yes		□ No*	Vendor #	
W-9 Attached? 🔲 Yes	🔲 No 🛛 Appr	oved/Den	ied By			
Pre-Pay?	■ No *Rea	ason for De	enial			
Sent to Acctg.:	Alt. V	Vendor #			Alt. Vendor Name	

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P. 21

APPENDIX 5: PROPOSED SUBCONTRACTORS AND SUPPLIERS LIST

NOTE: Please return this with your bid, if applicable. Put an "X'' in the right columns indicating if the company is a sub-contractor or a supplier.

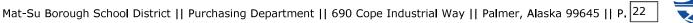
#	ITEM	CONTRACTOR NAME, ADDRESS, & E-MAIL	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature

Company Name

Date

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS



APPENDIX 6: PRE-BID CONFERENCE

APRIL 15, 2024

We will meet at the front doors at the time indicated below. Purchasing and Facilities Personnel will be available to help field questions. All questions will be answered in writing and sent out as an addendum.

Please call the Purchasing Department at (907) 861-5120 or send an email to <u>bids@matsuk12.us</u> with any questions regarding this conference schedule.

April 15, 2024	
School Location	Time of Visit
Teeland Middle School	
2788 N. Seward Meridian Parkway	8:00 a.m. – 9:00 a.m.
Wasilla, AK	



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

APPENDIX 7: SPECIAL PROVISIONS

MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT STANDARD MODIFICATIONS & SPECIAL PROVISIONS to the ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

2017 EDITION





BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

DEFINITIONS AND TERMS

Standard Modifications

101-1.02 ACRONYMS. Add the following:

MSBSD Matanuska-Susitna Borough School District

101-1.03 DEFINITIONS

Add the following definitions:

DISTRICT -The Matanuska-Susitna Borough School District (MSBSD)

NON-FROST SUSCEPTIBLE. Material that contains 6 percent or less passing the No. 200 screen as determined by sieve analysis performed with ATM T-7 WAQTC FOP for AASHTO T 27/T 11 on minus 3-inch material.

Amend the following definitions:

CONTRACTING OFFICER. <u>Delete in its entirety and substitute the following:</u> The Contracting Officer shall be the Matanuska-Susitna Borough School District Director of Finance or his/her designee authorized to enter into and administer the contract on behalf of the Matanuska-Susitna Borough School District. He has the authority to make findings, determinations and decisions with respect to the contract and, when necessary, to modify or terminate the contract.

DEPARTMENT. <u>Delete and substitute</u>: DISTRICT. The Matanuska-Susitna Borough School District acting through its authorized representatives.

ENGINEER: <u>Delete in its entirety and substitute the following:</u> The authorized representative of the Matanuska-Susitna Borough School District. The Engineer is responsible for administration of the Contract.

HOLIDAYS. <u>Delete Items 2, 3, 4, 8, 9, and 13 and substitute the following:</u> 2. Friday after Thanksgiving

INTERIM WORK AUTHORIZATION. <u>Delete in its entirety and substitute the following</u>: A written order by the Engineer initiating changes to the Contract within its general scope, without increasing cost or time of performance, until a subsequent Change Order is executed.

PLANS. <u>Delete text of PLANS and replace with</u>: The District's Contract drawings, profiles, typical cross sections, standard drawings, and supplemental drawings or reproductions showing the location, character, dimensions and details of the work.

STATE. <u>DELETE in its entirety and REPLACE with the following:</u> The Matanuska-Susitna Borough School District acting through its authorized representatives.

SUBGRADE. <u>Replace the definition of SUBGRADE with the following:</u> The soil or embankment upon which the pavement structure or surface course is to be constructed. MSB 06023



CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P. 25

BIDDING REQUIREMENTS AND CONDITIONS

Standard Modifications

<u>DELETE the section in its entirety and refer to the bid advertisement and sample contract documents</u> for bidding information:

MSB 052419



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

AWARD AND EXECUTION OF CONTRACT

Standard Modifications

DELETE this section in its entirety and refer to the solicitation documents for bidding and contract information:

MSB 052419



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

SCOPE OF WORK

Special Provisions

104-1.02 CHANGES. <u>Delete Item 1 and Replace with the following:</u> The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

DELETE: 2. OUTSIDE CONTRACT SCOPE

SUBSTITUTE THE FOLLOWING:

2. OUTSIDE CONTRACT SCOPE

Changes determined to be outside of the general scope of the contract shall be done through the use of a supplemental agreement in accordance with MSBSD contract policy and procedures.

104-1.05 CLEANUP. Delete in its entirety and substitute the following:

Upon completion of the work and before final acceptance and payment, the work area and all ground occupied by the Contractor in connection with the work, shall be cleared of all rubbish, excess materials and equipment, and all parts of the work shall be left in a condition acceptable to the MSBSD Contract Administrator, or designee.

All stakes used for stationing layout and all string lines used during paving shall be picked up and removed from the work site by the Contractor.

MSB 032817



CONTROL OF WORK

Standard Modifications

105-1.01 AUTHORITY OF THE ENGINEER. <u>ADD the following:</u>

When, in the opinion of the Engineer, conditions are such that the safety or convenience of the traveling public are adversely affected, the Contractor will be immediately notified in writing. The notice will state the defect(s), the corrective action(s) required, and the time required to complete such action(s). In no case shall this time exceed 24 hours. In the event that the Contractor fails to take the corrective action within the specified time, the Engineer reserves the right to have corrective action taken by outside forces. The cost of work by outside forces shall be deducted from any monies due or that may become due under the terms of this Contract.

105-1.06 UTILITIES.

2. <u>Cooperation with Utility Owners.</u> <u>DELETE Item 2 and REPLACE with the following:</u>

The Contractor shall request locates from all the companies and organizations having utilities in the area. The Contractor shall use the Statewide Locate Call Center for utility location services.

The Contractor shall also contact DOT&PF Maintenance & Operations Mat-Su District Superintendent at (907) 745-2159 for work within State owned rights-of-ways.

There may be various utility appurtenances located within the project limits. Cooperate with these utilities and coordinate schedule of work to allow them access to the project for their adjustments or relocation.

The Contractor assumes the obligation of coordinating their activities with utility owners, and shall cooperate with utility owners to facilitate removal, adjustment, or relocation operations, avoid duplication of work, and prevent unnecessary interruption of services.

Utility owners are not required to work in more than one location at a time, and shall be allowed to complete a specific section of work prior to commencing another section. Utility owners will not normally perform adjustment or relocation of underground utilities when the ground is frozen. Utility owners may prohibit the Contractor, through the Engineer, from working near utilities when the ground is frozen.

The Matanuska-Susitna Borough School District has sole discretion to grant permits for utility work within the District rights-of-way. The Matanuska-Susitna Borough has sole discretion to grant permits for utility work within the Matanuska-Susitna Borough rights-of-way. The State of Alaska DOT&PF has sole discretion to grant permits for utility work within State rights-of-way. The Contractor shall allow parties with utility permits to work and make excavations in the project.

If utility owners do not complete their work in a timely manner, the Engineer may direct the Contractor to temporarily relocate the utilities, to construct new utilities, or to make necessary repairs to complete the utility work.

3. Utility Work. ADD the following:

t. Work around those utilities not designated for relocation on the plans. Contractor shall bear the expense for any changes or additional relocation requested for Contractor



BID #B24-08

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

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

- u. Contractor is solely responsible for any changes in contract scheduling and contractor time, which result in the conditions in this specification not being met Schedule and coordinate the utility relocations with project construction as set forth in Section 108-1.03, Prosecution and Progress.
- v. When Right of Way or Construction surveying is required prior to utility relocation, payment will be made as follows:
 - a. Subsidiary to Item 642(1), Construction Surveying, if the Contractor is required to provide the surveying as part of the Contract; and
 - b. Under Item 642(2), Two Person Survey Party, if the construction or Right of Way staking required by the utility is either in advance of the Contractor's two (2) week work plan, or not already required by the Contract.

ADD the following new Item:

5. <u>Utility Relocation Requirements</u>

Provide Traffic Control Plans and all traffic control as required for utility relocations, to promote safety and efficiency of public travel through the project area and safety of utility relocation work, all to the satisfaction of the Engineer.

When scheduling utility relocation work, the Contractor shall assume a six (6) day utility relocation crew work week (Monday through Saturday) excluding holidays.

The Contractor shall schedule and coordinate road construction work and utility relocation work to the satisfaction of the Engineer to maximize efficiency and minimize delay and/or multiple remobilizations for utility relocation crews to the satisfaction of the Engineer. The Contractor shall be responsible for the costs of unnecessary delay or remobilization of utility relocation crews as determined by the Engineer.

105-1.13 MAINTENANCE DURING CONSTRUCTION. <u>DELETE the first paragraph and REPLACE</u> <u>with the following</u>: The Contractor shall maintain the work, and those portions of the surrounding area or outside the project area affected by the work, from the date physical construction begins until project completion. This maintenance shall be a continual and effective effort prosecuted day by day, with adequate equipment and forces to the end that the work, and those portions of the project affected by the work, are kept in satisfactory condition at all times. The Contractor may be relieved of specified portions of this maintenance responsibility during a seasonal suspension of work.

The existing road systems, when utilized as haul roads, shall be maintained at the Contractor's expense. Maintenance of haul roads includes, but is not limited to, grading of potholes and application of water for dust control, as directed by the Engineer. Upon completion of hauling over a road, it shall be in as good or better condition than prior to commencement of hauling operations. This determination shall be made by the Engineer.

105-1.17 CLAIMS. <u>DELETE the subsection in its entirety and REPLACE with the following:</u> If the Contractor wishes to make a claim for an increase in the Contract Sum (Change Order), the Contractor shall give the Engineer written notice thereof as soon as possible but at least within ten days of the first observance or awareness or notice of the basis for the claim, whichever is earlier. This notice shall be given by the Contractor <u>before</u> proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed as needed. No such claim shall be valid unless so made and the claim must comply with and is governed by the terms of this



section. Any change in the Contract Sum resulting from such claim shall be authorized only by a written fully executed Change Order.

Except for claims which have been waived by acceptance of final payment, and except as otherwise provided in this Contract, any claims, any disputes, or other questions arising out of, or relating to, this Contract shall be presented in writing by the Contractor to the Engineer. In presenting any claim, the Contractor shall clearly and specifically state in writing:

- 1. The specific contract provision under which the claim is made.
- 2. The contract item on which the claim is based.
- 3. A description of the specific nature and cause of the claim.
- 4. The specific relief including additional time and compensation to which the Contractor believes they are entitled.
- 5. The detailed factual basis of any additional costs or time claimed and all verifiable documentation necessary to support those actual costs or additional time.
- 6. A certification by the Contractor under penalty of perjury the claim is made in good faith, the supporting data are accurate and complete to the best of the Contractor's knowledge and belief, and the amount requested accurately reflects the contract adjustment for which the Contractor believes the Department is liable.

Claims must be submitted as soon as possible, but not later than ten days after the first observance or awareness or notice of the basis for the claim, whichever is earlier; in no case shall a claim be made more than ten days after the date of completion and acceptance of the entire contracted work. If the amount of time or compensation cannot be readily ascertained at the time the claim is submitted, the Contractor shall so advise the Department and such amounts shall be submitted as soon as they are discernible. In any case, the amount of time and compensation claimed together with all necessary supporting data, which could not have reasonably been available to the Contractor or a reasonably sophisticated contractor at the time of notice of claim, shall be submitted no later than 20 days after completion of the contract item of work on which the claim is based.

The Contractor represents to the Department and the Department relies upon the following representations to enter in this Contract with the Contractor:

- 1. The Department and Contractor recognize claims and litigation concerning claims result in increased contract costs for both parties. Further, both parties recognize both parties are subject to increased risk when stale claims are in dispute or are litigated;
- 2. The Department and Contractor agree separately from the Contract that compliance with this section is necessary to enhance identification of disputes, processing of claims, negotiations and settlement of disputed issues. Further, both parties agree verbal, written or any other notice not in full compliance with the terms of this section will not meet the terms and spirit of this section; and
- 3. Failure to comply with this section shall constitute a waiver and abandonment of the right to make any claim not fully compliant with this section.

<u>Claim to the Engineer.</u> As soon as received from the Contractor, a claim shall be acknowledged in writing by the Engineer. If the claim is not disposed of by agreement, the claim shall be reviewed by the Engineer who shall, unless he notifies the Contractor otherwise, within 14 days of receiving the Contractor's final submittal of the claim, advise the Contractor of the Engineer's decision and

communicate the decision to the Contractor in writing. The Engineer's decision shall, unless

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otherwise determined on administrative appeal to the Contracting Officer or then determined by appeal to the Superior Court of Alaska, be final and conclusive. Any appeal from the Contractor of the Engineer's decision to the Contracting Officer shall be commenced within 14 days of the decision. In the event no such appeal to the Contracting Officer is timely made, the decision of the Engineer shall be final and conclusive as to the dispute.

Pending final decision of any dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract, and after the Engineer's decision is made, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Engineer's decision. The parties agree at every level, including administrative appeal and litigation, all claims made will be made by the actual cost method, supported by actual invoices, payroll records and the like, and may not be made by the total cost method or any modifications thereof; or by the jury verdict method.

<u>Appeal of Decision by Engineer.</u> An appeal of the Engineer's decision may be filed with the Contracting Officer. The appeal shall be filed within 14 days after the decision is served on the Contractor. An appeal by the Contractor may not raise any new factual issues, theories of recovery or claims for damages in amount or character or for additional time not presented to and decided by the Engineer in the decision appealed from except upon the showing of extraordinary circumstances not due to the fault or neglect of the Contractor or his agents. If allowed to make amended or additional claims, no such claims may be made unless they arise out of the same operative facts on which the original claim was based.

An appeal must contain a copy of the Engineer's decision being appealed and identification of all factual or legal errors in the decision that form the basis for the appeal.

Upon receipt, the Contracting Officer shall advise the parties of the procedures that will be utilized to determine the appeal (i.e. briefing, hearing etc.) and any pertinent deadlines related thereto. The Contracting Officer shall handle the appeal of a claim expeditiously.

The Contracting Officer shall serve all parties personally or by certified mail with the Contracting Officer's decision within 20 days after the hearing has ended or the Contracting Officer's receipt of the final brief, unless the Contractor is notified otherwise. The Contracting Officer's decision shall notify all parties that the Contracting Officer's decision under this section may be appealed to the superior court in Palmer, Alaska in accordance with the Alaska Rules of Appellate Procedure. In the event no such appeal to the court is made within 30 days, the decision of the Engineer or the Contracting Officer shall be final and conclusive as to the dispute.

MSB 082119



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CONTROL OF MATERIAL

Standard Modifications

106-1.02 MATERIAL SOURCES.

ADD the following new Item:

7. c. Extraction of material below or within four feet of the seasonal high water table requires a permit under MSB Code Chapter 17.30.

MSB 082119



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LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Standard Modifications

107-1.02 PERMITS, LICENSES AND TAXES.

DELETE Item 1. under the paragraph beginning with "In addition..." and REPLACE with the following:

- Contact all government agencies having possible or apparent permit authority over that area, which may include, but are not limited to:
 a. US Army Corps of Engineers
 - b. Alaska Department of Fish and Game
 - c. Alaska Department of Environmental Conservation
 - d. Alaska Department of Natural Resources
 - e. Alaska Department of Transportation
 - f. Matanuska-Susitna Borough
 - g. Matanuska-Susitna Borough School District
 - h. All other tribal, federal, state, or local authorities;

107-1.06 SANITARY, HEALTH, SAFETY PROVISIONS. <u>ADD the following</u>: The Contractor shall provide and maintain restroom facilities for Contractor's employees and Owner's representatives at all work sites.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Under Item 2. Material Disposal Sites add the following:

Material disposal sites on private property adjacent to the project, shall be blended into the surrounding contours and permanently stabilized. No slope shall exceed 2:1, unless approved by the Engineer.

Under Item 7. <u>Protected areas</u>, <u>add the following</u>: All clearing and/or grubbing activities shall take place outside of the Migratory Bird Treaty Act (MBTA) window as determined by the U.S. Fish and Wildlife Service (FWS) under the website publication for the construction year: https://www.fws.gov/alaskabird-nesting-season

107-1.16 *Delete and replace with the following:*

107-1.16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES.

Where the Contractor's operations meet any of the following conditions, the Contractor shall advise the owning Utility in writing at least 24 hours in advance of the work.

- 1. Operations anticipated to be within 10 feet of an overhead electrical line.
- 2. Operations anticipated to be within 3 feet of an underground electrical line according to locates provided by the owning Utility.



3. Operations requiring use of equipment, which is capable of coming within 10 feet of an overhead electrical line.

The notice shall indicate the location and duration of the work to be performed.

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

Providing a safety observer for overhead electrical facilities, or a cable watch for buried electrical facilities, will not be paid for separately, but will be subsidiary to the item(s) of work being performed requiring these services.

MSB 051823



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PROSECUTION AND PROGRESS

Standard Modifications

108-1.03 PROSECUTION AND PROGRESS. <u>DELETE the last sentence of the first paragraph and</u> <u>REPLACE with the following:</u> Submit the following at least two working days prior to the Preconstruction Conference:

<u>ADD the following to Item 10:</u> A completed Gravel Source Verification Form, found in Appendix 11 of the Invitation to Bid.



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MEASUREMENT AND PAYMENT

Standard Modifications

109-1.02 MEASUREMENT OF QUANTITIES. <u>Replace</u> <u>item</u>, "14. Weighing Procedures" <u>with</u> "Weighing Procedures". "Weighing Procedures" <u>is a subtopic under item</u> "13. <u>Ton (2,000 pounds)</u>."

109-1.05 COMPENSATION FOR EXTRA WORK ON A TIME AND MATERIALS BASIS. <u>Add the</u> <u>following:</u> The rental rate area adjustment factors for this project shall be as specified on the adjustment maps for the Alaska - South Region.

109-1.08 FINAL PAYMENT. Add the following sentence to the first paragraph:

The District will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of subsection 105-1.16.

Add the following subsection:

109-1.10 EQUIPMENT RENTAL CONTRACTS.

1. <u>Hourly Rate Basis.</u>

<u>Scope.</u> Under this subsection, the Contractor shall furnish fully operated equipment, tools, materials, and laborers required in the performance of the work on the project as specifically designated and directed by the Engineer.

The work is to be performed and paid for on an hourly rate basis.

All personnel furnished by the Contractor under this specification shall be, and shall remain during the work hereunder, employees solely of the Contractor.

<u>General Requirements.</u> The work is to be done under the direction of the Engineer, and the Contractor's operations shall at all times be in accordance with the Engineer's instructions. These instructions by the Engineer shall be to the Contractor's supervisory personnel only, not to the operators or laborers. In no case shall these instructions by the Engineer be construed as making the District liable for the Contractor's operation of equipment and/or personnel. It is the Contractor's responsibility to prosecute the work in the safest and most expeditious manner.

2. <u>Equipment</u>

<u>General.</u> In the performance of the work to be done under this specification, the Contractor shall furnish, operate, maintain, service and repair equipment of the kinds, sizes, capacities and quantities set forth in the bid schedule or as directed by the Engineer.

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



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

When the required equipment as a working unit is comprised of tractors and attachments, or of combinations of equipment, the attachments or combinations of equipment shall be of recognized standard sizes and capacities for efficient and economical performance with the tractor or power unit to which they are attached, or with which they are used in combination.

All equipment shall be in first-class working conditions and capable of full output and production. The minimum ratings of various types of equipment shall be as manufactured and based on manufacturer's specifications. Alterations of blowers, rack settings or other modifications will not be considered acceptable in achieving the minimum rating.

<u>Tools.</u> The Contractor shall provide manual equipment, hand tools, and small tools as required for the performance of the work and as considered by the Engineer as necessary for efficient operations.

The Contractor shall designate, without direct compensation, by the District, one (1) job superintendent He shall also furnish such other personnel as required to satisfy Union, District or State regulations. Further, he shall furnish such other personnel required to provide servicing, maintenance, repair and other care essential for the upkeep of his equipment, tools, supplies and materials provided by him and involved in the performance of the work. The Contractor shall furnish, without direct compensation, all transportation of his personnel required in the performance of the work.

Unless otherwise set forth in the special provisions, the District will not furnish, provide or make available for the work anything other than right-of-way, engineering, directions and inspection.

3. <u>Construction.</u>

<u>General.</u> The performance of the work shall be in accordance with the instructions of the Engineer.

The work shall be performed in accordance with recognized standard and efficient methods. Operators of equipment and all personnel shall be conscientious and skilled in their duties.

Equipment and tools shall be maintained in first-class working condition and shall be replaced at any time when, in the opinion of the Engineer, their condition is below that normal for efficient output and production.

<u>Timing and Sequence of Operations.</u> The Contractor shall furnish equipment, tools, labor and materials in the kinds and number and at the times directed by the Engineer, and shall commence, continue, and stop any of the several operations involved in the work only as directed by the Engineer.

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

<u>Protection of Work and Provisions for Traffic.</u> The Contractor shall furnish signs, lights, barricades and other protective devices at the sites of his operations to protect the work from damage, and to safeguard traffic passing or in proximity of work.



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4. <u>Measurement.</u>

<u>General.</u> The number of hours of equipment operation to be paid for shall be the actual number of hours each fully-operated specified unit of equipment or each fully-operated specified combination of units of equipment, is actually engaged in the performance of the specified work on the designated areas in accordance with the instruction of the engineer, provided that the pay time will not include idle periods and standby time and provided further that no payment will be made for time used in oiling, servicing, or repairing of equipment, or in making changeovers of parts to the equipment.

The number of hours of equipment operation to be paid for, as determined above, will be paid for at the pertinent contract price per hour for each of the particular pay items for equipment shown in the bid schedule, which price and payment shall be full compensation for furnishing, operating, maintaining, servicing and repairing the equipment and for ail incidental costs related to the equipment as specified. The furnishing and operating of equipment of heavier type, or of larger capacity, or horsepower than specified will not entitle the Contractor to any extra compensation over his applicable contract unit price. Deviation from estimated quantities is normal and will not be considered as a basis for change in unit prices.

MSB 082217



CLEARING AND GRUBBING

Special Provisions

201-3.01 GENERAL. Add the following:

The Contractor shall perform the work necessary to preserve and/or restore land monuments and property corners from damage. A land monument or property corner that is disturbed shall be restored according to Section 642 at the Contractor's expense. An undisturbed area five feet in diameter may be left around existing monuments and property corners. A list of land monuments and property corners is shown on the Right of Way maps.

Any vegetation, trees, down timber, stubs, brush, bushes, stumps, tree roots, debris and other objectionable material left in the construction zone from prior clearing operations shall become the property of the contractor and shall be removed from the Project site.

All tree felling and cutting of brush and bushes should be completed within the time frame specified by the Migratory Bird Treaty Act to avoid destruction of active bird nests, eggs, or nestlings. Tree cutting/felling and cutting of brush and bushes during the period of May 1st through July 15th requires written authorization from the Owner's Representative.

201-4.01 METHOD OF MEASUREMENT. Add the following:

The work required to preserve and restore land monuments and property corners is incidental and no separate payment shall be made.



EXCAVATION AND EMBANKMENT

Special Provisions

203-2.01 Materials. Add the following:

7. Borrow, Type II-A. See subsection 703-2.13

203-4.01 METHOD OF MEASUREMENT. <u>Add the following:</u> Borrow, Type B, and Borrow, Type IIA quantities are calculated using neat line plus a 10% contingency. Contractor will be required to monitor depth (yield) and waste to not exceed the 10% contingency. Contractor will not be compensated over the amount listed unless work is added by a field directive and issued by the inspector.

203-5.01 BASIS OF PAYMENT.

<u>Add the following</u>: If material is being paid by the cubic yard (compacted in place), truck count will be used during quantity disputes to determine cubic yards of material. Quantity per truck will be 15.0 cubic yards per belly dump or side dump, and 8.0 cubic yards per end dump. Trucks will meet capacity requirements and be fully loaded. Submittals for payment will include all truck tickets, a spreadsheet organizing the truck load count, and legal load data sheets for all trucks involved. Material maximum dry density (pounds per cubic foot) will be determined using the ASTM D1557 proctor method (corrected). The estimating factor for borrow is 152 pounds per cubic foot when using this method.

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
203(6B)	Borrow, Type B	Ton
203(19)	Borrow, Type IIA	Ton



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AGGREGATE BASE AND SURFACE COURSE

Special Provisions

301-4.01 METHOD OF MEASUREMENT.

<u>Add the following:</u> Aggregate Base Course, Grading D-1 will be measured by the ton in accordance with Section 109, Measurement and Payment. D-1 quantities in the scope of work and on the bid form are increased by a 10% contingency. Contractor will be required to monitor depth (yield) and waste to not exceed the 10% contingency. Contractor will not be compensated over the D-1 amount listed unless work is added by a field directive and issued by the inspector.



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HOT MIX ASPHALT PAVEMENT

Standard Modification

Replace Section 401 with the following:

401-1.01 DESCRIPTION. Construct one or more courses of plant-produced Hot Mix Asphalt (HMA) pavement on an approved surface, to the lines, grades, and depths described in the scope of work and shown on the maps at each location.

MATERIALS

401-2.01 ASPHALT BINDER. Conform to Subsection 702-2.01. If binder performance grade is not specified, use PG 52-28. Asphalt binder may be conditionally accepted at the source if a manufacturer's certification of compliance is provided, according to Subsection 106-1.05, and the applicable requirements of Section 702 are met.

401-2.02 LIQUID ANTI-STRIP ADDITIVE. Use anti-strip agents in the proportions determined by ATM 414 and included in the approved Job Mix Design (JMD). At least 70 percent of the aggregate must remain coated when tested according to ATM 414. A minimum of 0.30 percent by weight of asphalt binder is required.

401-2.03 JOINT ADHESIVE. Conform to Subsection 702-2.05.

401-2.04 JOINT SEALANT. Conform to Subsection 702-2.06.

401-2.05 WARM MIX ASPHALT. Conform to Subsection 702-2.07.

401-2.06 ASPHALT RELEASE AGENT. Conform to Subsection 702-2.08.

401-2.07 AGGREGATES. Conform to Subsection 703-2.04. Use a minimum of three stockpiles of crushed aggregate (coarse, intermediate, and fine). Place blend material, if any, in a fourth pile.

401-2.08 RECYCLED ASPHALT PAVEMENT. Recycled asphalt pavement (RAP) may be used in the production of HMA. The RAP may be from pavements removed under the Contract, or from an existing stockpile. Conform to Subsection 703-2.16

401-2.09 JOB MIX DESIGN. Provide target values for gradation that satisfy both the broad band gradation limits shown in Table 703-4 and the requirements of Table 401-1, for Type II, Class B HMA.



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TABLE 401-1

DESIGN PARAMETER	CLASS "B"
HMA (including Asphalt Binder)	
Stability, Pounds	1200 Min
Flow, 0.01 Inch	8 - 16
Voids in Total Mix (VTM), %	3.0 - 5.0
Compaction, Number of Blows Each Side	50
of Test Specimen	
Asphalt Binder	
Voids Filled with Asphalt (VFA), %	65 – 78
Asphalt Content, Min %	5.0
Dust-Asphalt Ratio*	0.6 - 1.4
Voids in Mineral Aggregate (VMA), %, Min	12.0
Liquid Anti-Strip Additive**, %, Min	0.30
RAP, %, Max	25.0

HMA MARSHALL DESIGN REQUIREMENTS

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

**By Weight of Asphalt Binder

The Contractor shall provide a JMD following the requirements specified in this section. Submit the JMD to the Engineer at least two working days prior to the pre-paving meeting. Submit samples to the Engineer upon request for JMD verification testing.

All Contractor-furnished JMDs must be sealed by a Professional Engineer registered in the State of Alaska. The Professional Engineer shall certify that the JMD was performed according to the specified procedures, and meets all project specifications.

Changes in the source of asphalt binder, source of aggregates, aggregate quality, aggregate gradation, or blend ratio shall dictate that the Contractor submit a new JMD for approval.

CONSTRUCTION REQUIREMENTS

401-3.01 PRE-PAVING MEETING. Meet with the Engineer for a pre-paving meeting in the presence of project superintendent and paving supervisor at least five (5) working days before beginning paving operations. Submit a paving plan and pavement inspection plan at the meeting. When directed by the Engineer, make adjustments to the plan and resubmit.

Include the following elements in the paving plan and address these elements at the meeting:

- a. Sequence of operations
- b. List of equipment that will be used for production, transport, pick-up (if applicable), laydown, and compaction
- c. Procedures to produce consistent HMA
- d. Procedures to minimize material and thermal segregation
- e. Procedures to minimize premature cooling
- f. Procedures to achieve HMA density
- g. Procedures for joint construction including corrective action for joints that do not meet surface tolerance requirements

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- h. Quality control testing methods, frequencies, and sample locations for gradation, asphalt binder content, and density, and
- i. Any other information or procedures necessary to provide completed HMA construction that meets the contract requirements.

Include the following elements in the pavement inspection plan and address these elements at the meeting:

- a. Process for daily inspection, and
- b. Means and methods to remove and dispose of project materials.

401-3.02 CONTRACTOR QUALITY CONTROL. Perform quality control (QC) of HMA materials in accordance with Subsection 106-1.03. The Contractor shall employ a qualified person or company to perform process control testing.

401-3.03 WEATHER LIMITATIONS. Place HMA on a stable and non-yielding roadbed. Do not place HMA when the base material is wet or frozen, or when weather conditions prevent proper handling or finishing of the mix. Do not place HMA leveling course when the roadway surface temperature is colder than 40° F.

401-3.04 EQUIPMENT, GENERAL. Use equipment in good working order and free of HMA buildup. Make all equipment available for inspection and demonstration of operation a minimum of 24 hours before placement of HMA and test strip HMA.

401-3.05 ASPHALT MIXING PLANT. Meet AASHTO M 156. Use an HMA plant capable of producing at least 100 tons of HMA per hour noted on posted DEC air quality permit, designed to dry aggregates, maintain consistent and accurate temperature control, and accurately proportion asphalt binder and aggregates. Calibrate the HMA plant and furnish copies of the calibration data to the Engineer at least 24 hours before HMA production.

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

Provide a tap on the asphalt binder supply line just before it enters the plant (after the 3-way valve) for sampling asphalt binder. Provide aggregate and asphalt binder sampling locations meeting OSHA safety requirements.

Belt conveyor scales may be used to proportion plant blends and mixtures if the scales meet the general requirements for weighing equipment and are calibrated according to the manufacturer's instructions.

401-3.06 HAULING EQUIPMENT. Haul HMA in trucks with tight, clean, smooth metal beds. Keep beds free of petroleum oils, solvents, or other materials that would adversely affect the mixture. Apply a thin coat of approved asphalt release agent to beds as necessary to prevent mixture adherence. Provide trucks with covers attached and available for use. When directed by the Engineer, cover the HMA in the hauling vehicle(s).

Do not haul HMA on barges.

401-3.07 ASPHALT PAVERS. Use self-propelled asphalt pavers with heated vibratory screed assemblies to spread and finish HMA to the specified section widths and thicknesses without

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introducing thermal or material segregation.

Equip the paver with a receiving hopper having sufficient capacity for a uniform spreading operation and a distribution system to place the HMA uniformly in front of screed. Use a screed assembly that produces a finished surface of the required smoothness, thickness, and texture without tearing, shoving, or displacing the HMA. Heat and vibrate screed extensions. Place auger extensions within 20 inches of the screed extensions or per written manufacturer's recommendations.

Equip the paver with a means of preventing segregation of the coarse aggregate particles from the remainder of the HMA when carried from the paver hopper back to the augers.

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

401-3.08 ROLLERS. Use both steel-wheel (static or vibratory) and pneumatic-tire rollers. Use rollers designed to compact HMA and capable of reversing without shoving or tearing the mixture. Select rollers that will not crush the aggregate or displace the HMA. Equip vibratory rollers with separate vibration and propulsion controls.

Equip the rollers with an infrared thermometer that measures and displays the surface temperature to the operator. Infrared thermometer may be hand-held or fixed to the roller.

Utilize a pneumatic roller in the complement of rollers to compact the leveling course. Use fully skirted pneumatic-tire roller having a minimum operating weight of 3000 pounds per tire.

401-3.09 RESERVED.

401-3.10 PREPARATION OF EXISTING SURFACE. Prepare existing surfaces according to the Contract. Prior to placing HMA, clean existing surfaces of loose material and uniformly coat contact surfaces of curbing, gutters, manholes and other structures with tack coat material meeting Section 402. Treat cold joint surfaces according to 401-3.17. Allow tack coat to break before placement of HMA on these surfaces.

Cut existing pavement, as designated by the Engineer, in a neat line with a power driven saw to provide a clean, straight joint. A thin tack coat of asphalt binder shall be sprayed on all cold joints prior to placing any fresh HMA against the joint. Cutting and removing the asphalt and tack coat is subsidiary to 401(1) item.

Before applying tack coat to an existing paved surface, clean and patch the surface. Remove irregularities to provide a reasonably smooth and uniform surface. Remove and replace unstable areas with HMA. Clean the edges of existing pavements, which are to be adjacent to new pavement, to permit the adhesion of asphalt materials. Clean loose material from cracks. Fill the cleaned cracks, wider than 1 inch, with HMA tamped in place. Wash, sweep, or wash and sweep the paved surface clean and free of loose materials.

Preparation of a milled surface:

- 1. Prelevel remaining ruts, pavement delaminations, and depressions having a depth greater than 1/2 inch with an approved HMA.
- 2. Notify the Engineer of pavement areas that appear thin or unstable. Where milling operation creates thin or unstable pavement areas, or where it breaks through existing

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pavement, remove thin and unstable pavement, and 2 inches of existing base material, compact and replace with an approved HMA.

401-3.11 PREPARATION OF ASPHALT. Provide a continuous supply of asphalt binder to the asphalt mixing plant at a uniform temperature, within the recommended mixing temperature range.

401-3.12 PREPARATION OF AGGREGATES. Dry the aggregate so the moisture content of the HMA, sampled at the point of acceptance for asphalt binder content, does not exceed 0.5 percent (by total weight of mix), as determined by ATM 407.

Heat the aggregate for the HMA to a temperature compatible with the mix requirements specified.

Adjust the burner on the dryer to avoid damage to the aggregate and to prevent the presence of unburned fuel on the aggregate. HMA containing soot or fuel is unacceptable per Subsection 105-1.11.

401-3.13 MIXING. Combine the aggregate, asphalt binder, and additives in the mixer in the amounts required by the JMD. Mix to obtain at least 98 percent coated particles when tested according to AASHTO T195.

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

Mix the HMA within the temperature range determined by the JMD.

Upon the Engineer's request, provide daily burner charts showing start and stop times and temperatures.

401-3.14 TEMPORARY STORAGE OF HMA. Silo type storage bins may be used, provided the characteristics of the HMA remain unaltered.

Signs of visible segregation, heat loss, changes from the JMD, change in the characteristics of asphalt binder, lumpiness, and stiffness of the mixture, are causes for rejection.

Do not store HMA on barges.

401-3.15 PLACING AND SPREADING. Use asphalt pavers to distribute HMA, including leveling course and temporary HMA. Place the HMA upon the approved surface, spread, strike off, and adjust surface irregularities. The maximum compacted lift thickness allowed is 3 inches.

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

Do not place HMA abutting curb and gutter until curb and gutter are installed, except as approved by the Engineer.

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

When practicable, adjust elevation of metal fixtures before paving the final lift, so they will be between 1/4 and 1/2 inch below the top surface of the final lift. Metal fixtures include, but are not limited to manholes, valve boxes, monument cases, hand holes, and drains.

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

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

Place HMA over bridge deck membranes according to Section 508 and the membrane manufacturer's recommendations.

Do not mix HMA produced from different plants for testing or paving.

401-3.16 COMPACTION. Thoroughly and uniformly, compact the HMA by rolling. In areas not accessible to large rollers, compact with mechanical tampers or trench rollers. Compact HMA immediately after it is placed and spread, and as soon as it can be compacted without undue displacement, cracking or shoving. Perform initial breakdown compaction while the HMA surface mixture temperature is greater than 235° F and finish compaction before the surface temperature reaches 150° F.

Prevent indentation in the mat, do not leave rollers or other equipment standing on HMA that has not sufficiently cooled.

The Lower Specification Limit for density is 92.0 percent of the Maximum Specific Gravity (MSG) as determined by ATM 409. The MSG from the approved JMD is used for the first lot of each type of HMA.

The MSG for additional lots is determined from the first sublot of each lot.

401-3.17 JOINTS. Place and compact the HMA to provide a continuous bond, texture, and smoothness between adjacent sections of the HMA.

Minimize the number of joints. Do not construct longitudinal joints in the driving lanes unless approved by the Engineer in writing at the pre-paving meeting. Offset the longitudinal joints in one layer from the joint in the layer immediately below by at least 6 inches. Align the joints of the top layer at the centerline or lane lines. Where preformed marking tape striping is required, offset the longitudinal joint in the top layer not more than 6 inches from the edge of the stripe.

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

For all joints below the top lift, uniformly coat joint surfaces with tack coat material meeting Section 402.

Uniformly coat the joint face of all top lift joints with a joint adhesive. Follow joint adhesive manufacturer's recommendations for temperatures and application method. Remove joint adhesive applied to the top of pavement surface. If infrared joint heaters are used and passing joint densities are achieved in each of the first three joint densities taken, then joint adhesive is not required.

The Lower Specification Limit for top lift longitudinal joint density is 91.0 percent of the MSG of the panel completing the joint. MSG will be determined according to ATM 409. Top lift longitudinal joints will be evaluated for acceptance according to Subsection 401-4.03.

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For top lift panels that have a longitudinal joint density less than 91.0 percent of the MSG, seal the surface of the longitudinal joints with joint sealant. Apply joint sealant according to the manufacturer's recommendations while the HMA is clean, free of moisture and prior to final traffic marking. Place the sealant at a maximum application rate of 0.15 gallons per square yard, and at least 12 inches wide centered on the longitudinal joint. After surface sealing, inlay by grinding pavement striping into the sealed HMA. Use grooving equipment that grinds a dry cut to groove the width, length, and thickness of the striping within the specified striping tolerances.

Correct improperly formed joints that result in surface irregularities according to a corrective action plan.

Complete all hot lapped joints while the mat temperature is over 230° F as measured by the Engineer, within 3 inches of the joint. Tack coat and joint adhesive are not required for hot lapped joints.

401-3.18 SURFACE REQUIREMENTS AND TOLERANCE. The finished surface of all HMA paving must match dimensions shown in the Contract for horizontal alignment and width, profile grade and elevation, crown slope, and pavement thickness. Water must drain across the pavement surface without ponding. The surface must have a uniform texture, without ridges, puddles, humps, depressions, and roller marks. The surface must not exhibit raveling, cracking, tearing, asphalt bleeding, or aggregate segregation. Leave no foreign material, uncoated aggregate, or oversize aggregate on the HMA surface.

The Engineer will test the finished surface after final rolling at selected locations using a 10-foot straightedge. The Engineer will identify pavement areas that deviate more than 3/16 inch from the straightedge, including joints, as defective work. Perform corrective work by removing and replacing, grinding, cold milling or infrared heating such areas as required. Do not surface patch. After the Contractor performs corrective work, the Engineer will retest the area. Submit correction methods to the Engineer for approval before correction work commences.

Perform corrective actions according to one of the following or by a method approved by the Engineer:

- 1. <u>Diamond Grinding.</u> If the required pavement thickness is not decreased by more than 1/4 inch, grind to the required surface tolerance and cross section. Remove and dispose of all waste materials. Apply joint sealant and sand to exposed aggregates per the manufacturer's recommendations.
- 2. <u>Overlaying.</u> Mill or sawcut the existing pavement to provide a vertical transverse joint face to match the overlay to the existing pavement. Apply tack coat on the milled surface and joint adhesive to all vertical joints and overlay the full width of the underlying pavement surface. Use the same approved HMA for overlays. Place a minimum overlay thickness of 2.0 inches.
- 3. <u>Mill and Fill.</u> Mill the existing pavement to provide a vertical transverse joint face. Apply tack coat to the milled surface and joint adhesive to all vertical joints prior to inlaying new HMA to match the existing pavement. Use the same approved HMA. Place a minimum thickness of 2.0 inches.

401-3.19 REPAIRING DEFECTIVE AREAS. Remove HMA that is contaminated with foreign material, is segregated (determined visually or by testing), flushing, or bleeding asphalt. Remove and dispose defective HMA for the full thickness of the course. Cut the pavement so that edges are vertical and the sides are parallel to the direction of traffic. Coat edges with a tack coat according to Section 402. Place and compact fresh HMA so that compaction, grade, and smoothness requirements are met.

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401-3.20 ROADWAY MAINTENANCE. Inspect daily according to pavement inspection plan. Remove and dispose of project materials incorrectly deposited on existing and new pavement surfaces inside and outside the project area including haul routes.

The Contractor is responsible for damage caused by not removing these materials and any damage to the roadway from the removal method(s).

Repair damage to the existing roadway that results from fugitive materials or their removal.

401-3.21 TEMPERATURE REQUIREMENTS. The Engineer may reject HMA that is mixed, hauled, spread and placed, or compacted at a temperature outside the temperature range determined by either the JMD, by a control test strip, or by the Specifications. Rejected HMA is deemed unacceptable according to Subsection 105-1.11. The Engineer will determine whether the unacceptable HMA shall either be corrected, or removed and replaced.

At the Engineer's discretion, the Contractor may be allowed to compact HMA that is already placed and spread but is outside the temperature range. If the compacted HMA fails the Engineer's tests for acceptance, it must be removed and replaced according to Subsection 105-1.11.

401-3.22 SHOULDERS. After the paving is complete, if the Engineer determines that the shoulder is too narrow, additional gravel, D-1 material, or both shall be brought in to widen the shoulder. The pavement shall be washed, swept, or both immediately following shoulder work. The haul, placement, and sweeping will be subsidiary to 301(1) item.

All pavement edges shall be backed with base course (D-1), surface course (E-1), or processed material graded flush with the pavement surface. This work shall be accomplished as directed by the Engineer after it is determined that the new HMA has cured sufficiently to avoid damaging the edge. Cul-de-sacs and other areas where a grader cannot reach shall be backed by hand raking. The pavement shall be washed, swept, or both immediately following this work. This work will be subsidiary to 401(1) item.

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

- 1. <u>Hot Mix Asphalt</u>. HMA will be measured by the ton in accordance with Section 109, Measurement and Payment. HMA quantities on the bid form include a 10% contingency. Contractor will be required to monitor depth (yield) and waste to not exceed the 10% contingency. Contractor will not be compensated over the HMA amount listed on the bid form unless work is added by a field directive and issued by the Engineer. Asphalt binder, tack coat, and anti-stripping additive will not be measured separately for payment, but are included in the HMA pay item.
- 2. <u>Leveling Course</u>. By Lane-Station (12-foot width) or by weight. Asphalt binder, tack coat, and anti-stripping additive will not be measured separately for payment, but are included in the Leveling Course pay item.

401-4.02 ACCEPTANCE SAMPLING AND TESTING. HMA will be accepted for payment based on the Engineer's approval of the JMD, and placement and compaction of the HMA to the specified depth, finished surface requirements and tolerances. The Engineer reserves the right to perform any testing required in order to determine acceptance.

Sampling and testing include the following:





1. <u>Asphalt Binder Content.</u> HMA samples shall be taken randomly by the Contractor in the presence of the Engineer from behind the paver screed before initial compaction, or will be taken randomly by the Engineer from the windrow, according to ATM 402 or ATM 403, at the discretion of the Engineer. The location (behind the paver screed or windrow) will be determined at the pre-paving meeting. Random sampling locations will be determined by the Engineer.

Two separate samples will be taken, one for acceptance testing and one held in reserve for retesting if requested. Asphalt binder content will be determined according to ATM 405 or ATM 406, at the discretion of the Engineer.

- 2. <u>Aggregate Gradation</u>. Aggregates tested for gradation acceptance will have the full tolerances from Table 401-2 applied.
 - a. <u>Drum Mix Plants.</u> Samples will be taken from the combined aggregate cold feed conveyor via a diverter device, from the stopped conveyor belt or from the same location as samples for determination of asphalt binder content, at the discretion of the Engineer. Two separate samples will be taken, one for acceptance testing and one held in reserve for retesting if requested. The aggregate gradation for samples from the conveyer system will be determined according to ATM 304. For HMA samples, the gradation will be determined according to ATM 408 from the aggregate remaining after the ignition oven (ATM 406) has burned off the asphalt binder. Locate diverter devices for obtaining aggregate samples from drum mix plants on the conveyor system delivering combined aggregates into the drum. Divert aggregate from the full width of the conveyor system and maintain the diverter device to provide a representative sample of aggregate incorporated into the HMA.
 - b. <u>Batch Plants.</u> Samples will be taken from dry batched aggregates according to ATM 301 or from the same location as samples for determination of asphalt binder content, at the discretion of the Engineer. Two separate samples will be taken, one for acceptance testing and one held in reserve for retesting if requested. The aggregate gradation for dry batch samples will be determined according to ATM 304. For HMA samples, the gradation will be determined according to ATM 408 from the aggregate remaining after the ignition oven (ATM 406) has burned off the asphalt binder.
- 3. <u>Density</u>. The Engineer will determine and mark the location(s) where the Contractor takes each core sample.
 - a. <u>Mat Cores.</u> The location(s) for taking core samples is determined using a set of random numbers (independent of asphalt binder and aggregate sampling set of random numbers) and the Engineer's judgment. Take no mat cores within 1 foot of a joint or edge. Core samples are not taken on bridge decks.
 - b. <u>Longitudinal Joint Cores.</u> The Engineer will mark the location(s) to take the core sample, centered on the visible surface joint, and adjacent to the mat core sample taken in the panel completing the joint.

Take core samples according to ATM 413 in the presence of the Engineer. Cut full depth core samples, centered on the marks and as noted above, from the finished HMA within 24 hours after final rolling. Neatly core drill one six-inch diameter sample at each marked location. Use a core extractor to remove the core - do not damage the core. The Engineer will immediately take possession of the samples. Backfill and compact voids left by coring with new HMA within 24 hours. The Engineer will determine density of samples according to ATM 410.



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- 4. <u>Retest.</u> When test results have failed to meet specifications, retest of acceptance test results for asphalt binder content, gradation, and density may be requested provided the quality control requirements of Subsection 401-3.02 are met. Deliver this request in writing to the Engineer within 7 days of receipt of the final test of the lot. The Engineer will mark the sample location for the density retest within a 2-foot radius of the original core. The original test results are discarded and the retest result is used. Only one retest per sample is allowed. When gradation and asphalt binder content are determined from the same sample, a request for a retest of either gradation or asphalt binder content results in a retest of both.
- 5. <u>Asphalt Binder Grade</u>. The lot size for asphalt binder is 200 tons. If a project has more than one lot and the remaining asphalt binder quantity is less than 150 tons, it is added to the previous lot and that total quantity will be evaluated as one lot. If the remaining asphalt binder quantity is 150 tons or greater, it is sampled, tested and evaluated as a separate lot.

If the bid quantity of asphalt binder is between 85 – 200 tons, the bid quantity is considered as one lot and sampled, tested, and evaluated according to this subsection. Quantities of asphalt binder less than 85 tons will be accepted based on manufacturer's certified test reports and certification of compliance.

Sample asphalt binder at the plant from the supply line in the presence of the Engineer according to ATM 401. The Engineer will take immediate possession of the samples. Take three samples from each lot, one for acceptance testing, one for Contractor requested retesting, and one held in reserve for referee testing if requested. Meet Subsection 702 requirements for asphalt binder quality.

6. <u>Asphalt Binder Grade Retest.</u> Retest of acceptance test results may be requested provided the quality control requirements of Subsection 401-3.02 are met. Deliver the request in writing to the Engineer within 7 days of receipt of notice of failing test. The original results are discarded and the retest result is used for acceptance. Only one retest per sample is allowed.

If the contractor challenges the result of the retest, the referee sample held by the Engineer will be sent to a mutually agreed upon independent AASHTO accredited laboratory for testing. The original acceptance test result, the retest acceptance test result, and the referee sample test result will be evaluated according to ASTM D3244 to obtain an Assigned Test Value (ATV). The ATV will be used to determine if the asphalt binder conforms to the contract. The Contractor shall pay for the referee sample test if the ATV confirms the asphalt binder does not meet contract requirements.

401-5.01 BASIS OF PAYMENT.

The following items, unless included as individual Pay Items, are subsidiary to the Section 401 Hot Mix Asphalt Pavement related Pay Items as included in the bid schedule:

- Asphalt binder
- Liquid anti-strip additives
- Tack coat
- Crack sealing
- Crack repair
- Joint adhesive
- Surface sealing of longitudinal joints
- Surface tolerance corrections

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- Patching defective areas
- Prelevel for ruts, delaminations, and depressions
- Repair unstable pavement
- Job mix design
- Density profiles, Subsection 401-2.10 Process Quality Control
- Repair work and materials when planing equipment breaks through existing pavement Subsection 401-3.10 Preparation of Existing Surface
- Work and materials associated with Subsection 401-3.06 Hauling Equipment
- Work and materials associated with Subsection 401-3.20 Roadway Maintenance

Item 401(16) Crack Repair. Cleaning loose material from cracks, asphalt binder, and HMA to fill cracks are subsidiary.

Item 401(17) Prelevel for Ruts, Delaminations, and Depressions. Cleaning loose material, asphalt binder, and HMA are subsidiary.

Item 401(18) Repair Unstable Pavement. Removal of pavement and base course, asphalt binder, and HMA are subsidiary.

Item 401(19) Speed Hump. Saw cuts, removal of pavement, and tack coat are subsidiary.

Item 401(20) Raised Crosswalk. Saw cuts, removal of pavement, tack coat, detectable warning plates, and concrete for detectable warning plates are subsidiary

Payment will be made under:

Pay Item	Pay Unit
401(1) HMA, Type II; Class B	Ton
401(2) HMA, Leveling Course, Type IV; Class B	Lane-Station
401(3) HMA, Leveling Course, Type IV; Class B	Ton
401(14) Joint Adhesive	Linear Foot
401(16) Crack Repair	Linear Foot
401(17) Prelevel for Ruts, Delaminations, and Depressions	Square Yard
401(18) Repair Unstable Pavement	Square Yard
401(19) Speed Hump	Each
401(20) Raised Crosswalk	Each

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CULVERTS AND STORM DRAINS

Standard Modification

603-1.01 DESCRIPTION. <u>Add the following:</u> This work shall also consist of installing culvert marker posts.

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

Add the following:

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

603-5.01 BASIS OF PAYMENT. <u>*Replace the second paragraph with the following:*</u> Culvert marker posts, excavation, bedding, and backfill are subsidiary.



Special Provisions

Replace section 615 with the following:

SECTION 615 STANDARD SIGNS

615-1.01 DESCRIPTION. Furnish and install standard signs and delineators. Remove and relocate or remove and dispose of existing signs and markers, as specified.

615-2.01 MATERIALS. Use materials that conform to the following Subsections:

Sheet Aluminum	730-2.01
High Density Overlaid Plywood	730-2.02
Retroreflective Sheeting, ASTM D4956	730-2.03
Sign Posts	730-2.04
Delineator Posts	730-2.05
Acrylic Prismatic Reflectors	730-2.06
Sign Support Fasteners	730.2.07

- 1. <u>Shop Drawings</u>. Submit shop drawings, for all signs that must meet the ASDS letter width and spacing charts, for approval before fabrication. Submit 4 sets of collated shop drawings prepared according to Subsection 105-1.02. Show the following on each sign drawing:
 - a. Dimensions of all horizontal and vertical characters and spaces
 - b. Overall dimensions
 - c. Sign material and sheeting material type
 - d. Panel thickness
 - e. Legend and letter series
 - f. Whether the sign will be framed
- 2. <u>Sign Fabrication</u>. Use ASTM D4956 Type IV retroreflective sheeting (for lettering, symbols, borders, and background) on sheet aluminum panels for all signs except the following:
 - a. <u>Orange Background Signs</u>. Use Type IX or XI fluorescent orange reflective sheeting placed on sheet aluminum panels, except:
 - (1) For temporary installations, the reflective sheeting place on aluminum, plastic, or plywood sheet panels.
 - (2) For flexible signs, (Roll-Up Signs) use fluorescent reflective sheeting Type VI or better (based on durability and reflectivity, as determined by the Engineer). Roll-Up Sign – 3M Series RS 24, Reflexite Marathon Orange, or approved equal.
 - b. <u>Railroad Crossbucks and Vertical Crossbuck Supports</u>: Use white ASTM D4956 Type VIII or Type IX or XI retroreflective sheeting for background of sign and all strips.



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- c. <u>Non-Illuminated Overhead Signs with White Legends on Green Backgrounds</u>: Use ASTM D4956 Type IX or XI retroreflective sheeting for legends and background. Create the legend in one of the following ways:
 - (1) Cut border and legend from white ASTM D4956 Type IX or XI retroreflective sheeting and adhere them to a green ASTM D4956 Type IX background, or
 - (2) Cut stencil of border and legend out of green transparent acrylic film and use transparent adhesive to overlay the film on a white ASTM D4956 Type IX or XI retroreflective background.
- d. <u>Fluorescent Yellow-Green School Area Signs</u>: Use ASTM D4956 Type VIII, Type IX or XI retroreflective sheeting for background.

Use a manufacturer-recommended clear coat on all screened signs.

Use sign layouts (including characters, symbols, corner radii, and borders) that conform to the ASDS.

3. <u>Sign Posts and Bases.</u> Use sign posts and bases of the types specified. The structural aspects of design and materials for sign supports must comply with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Do not splice sign posts.

Use Class A concrete meeting the requirements of Section 501 for overhead Sign support foundations.

Use Class B concrete for steel-reinforced roadside sign foundations meeting the requirements of Section 550. Concrete for other sign foundations may be Class W.

- 4. <u>Delineators.</u> Use delineator assemblies that conform to the requirements shown on the Plans. Fabricate flexible delineators using ASTM 4956 Type III, IV, V, IX, XI Retroreflective Sheeting.
- 5. <u>Reflective Sheeting Warranty</u>. Supply manufacturer's warranty for reflective sheeting, including retention of fluorescent yellow-green (measured in accordance with ASTM E2301) for ten years according to the following criteria:
 - a. Minimum Fluorescent Luminance Factor Y_F: 20%
 - b. Minimum Total Luminance Factor Y_T : 35%

The warranty shall stipulate that: If the sheeting fails to meet the minimum fluorescence values within the first 7 years from the date of fabrication of the sign, the manufacturer shall, at the manufacturer's expense, restore the sign surface to its original effectiveness. If the reflective sheeting fails to meet the minimum fluorescence values within the 8th through 10th year from the date of fabrication, the manufacturer shall, at the manufacturer's expense, provide enough new replacement sign sheeting to the Department to restore the sign surface to its original effectiveness.

CONSTRUCTION REQUIREMENTS.

615-3.01 GENERAL.

1. Place posts in excavated holes to the depth shown on the Alaska Standard Plans.



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- 2. Backfill the space around the posts and foundations placed in holes to finish ground with selected earth or sand, free of rocks or deleterious material. Place backfill in layers approximately 6 to 12 inches thick and thoroughly compact it.
- 3. Dispose of surplus excavated material neatly along the adjacent roadway as directed.4. Install flexible delineator posts according to the manufacturer's recommendations.
- 5. Attach sign panels to posts, electroliers, traffic signal standards, bridge rails, piers, and abutments using the types and sizes of fastening hardware shown on the Plans.
- 6. If using existing signs and mileposts that are removed and relocated, ensure they conform to the details shown on the Plans or as directed.
- 7. Sign Salvage:

Notify the Engineer 5 working days prior to beginning sign salvage activities. The Engineer will physically identify those signs to salvage.

a. <u>Property of the State</u>. When 615-3.01 7a identifies a maintenance station to receive sign salvage, the signs (sign panels, posts, and hardware) are the property of the State.

Protect all items from damage during salvaging and delivery. For each sign so designated, disconnect sign post from panel and group the panels together. Group posts together with their hardware. Deliver sign panels, posts, and hardware to the State Maintenance Station noted in these Special Provisions. Do not deliver salvaged materials until inspected and approved by the Engineer. Replace any items damaged by you at no additional cost to the Department.

Deliver salvaged sign panels, posts, and hardware to the State Maintenance and Operations Station, located at:

NA .

b. <u>Property of the Contractor</u>. When 615-3.01 7a does not identify a State Maintenance and Operations Station; the signs salvaged (sign panels, posts, and hardware) are the property of the Contractor.

Remove project signs and/or parts designated for salvage, off the project site.

Dispose of foundations from salvaged existing signs in a manner approved of by the Engineer (remove and dispose, abandoned in place, or otherwise). If abandoned in place, remove the tops of the foundations, reinforcing steel, anchor bolts, and conduits to a depth of not less than 12 inches below roadway subgrade or unimproved ground, whichever applies. All signs and posts at a single installation considered as one unit.

Dispose of sign salvage not wanted by the Contractor, not used in the project, and not accepted by the Local Maintenance and Operations Station as required by Federal, State, and Municipal environmental regulations.

- 8. All materials and finished signs are subject to inspection and acceptance in place.
 - a. Surfaces exposed to weathering must be free of defects in the coating that impair serviceability or detract from general appearance or color match.
 - b. Finished signs must be clean and have no chatter marks, burrs, sharp edges, loose rivets, delaminated reflective sheeting, or aluminum marks. Do not make repairs to the face sheet.



9. Install the various breakaway assemblies according to the manufacturer's written instructions. Meet MASH crashworthiness requirement for breakaway hardware, unless approved otherwise by the Engineer.

10. Secure the anchors in templates and install them according to the manufacturer's written instructions.

- 11. Finish the foundation according to these tolerances:
 - a. Do not use more than two shims per coupling.
 - b. Do not use more than three shims to plumb each post.

Remove and replace all foundations requiring more than three shims to plumb a post without extra compensation.

- 12. Construct the top of any foundation located on a slope so that the finished slope passes through the top center of the foundation. Grade the area 24 inches up and down slope of the foundation edge so that no portion of the foundation projects above the surrounding slope and water will drain away from the foundation.
- 13. Attach a label to the back of all standard signs in the lower right corner. Make the label at least 15 square inches and show the year the sign was purchased from the manufacturer. Show the last two digits of the year in clear and bold numbers. Make the label from ASTM D4956 Type I or brighter retroreflective sheeting. Use background and legend colors meeting Table 615-1.

TABLE 615-1

YEAR	BACKGROUND COLOR	LEGEND COLOR
XXX1	Yellow	Black
XXX2	Red	White
XXX3	Blue	White
XXX4	Green	White
XXX5	Brown	White
XXX6	Orange	Black
XXX7	Black	White
XXX8	White	Black
XXX9	Purple	White
XXX0	Strong Yellow-Green	Black

DECAL COLORS

Central values and tolerance limits for each color, as referenced in the MUTCD, are available from the Federal Highway Administration, (HHS-30), 400 7th St. SW, Washington, D.C. 20590

615-3.02 SIGN PLACEMENT AND INSTALLATION. The location and type of installation will be as shown on the Plans. Sign locations are approximate and subject to field adjustment by the Engineer.

Do not allow the top of the embedded steel tube to extend more than 2 inches above the surrounding ground and concrete foundation.



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On all signs, install 2-inch diameter wind washers, colored to match the sign face, between the fastener head and the sign. Use rust-resistant washers fabricated from a material equal in strength to the sign blank.

Mount signs on mast arms level.

Bring existing signs that are to remain, into conformance with Standard Drawing S-05. Keep existing signs in service until they are no longer needed.

615-4.01 METHOD OF MEASUREMENT.

<u>Standard Signs and Object Markers</u>. By the total area of legend-bearing sign panel erected in place. No deductions in quantity for corner rounding will be made. Nominal dimensions for sign sizes indicated on the Plans will be used to calculate sign pay quantities. Octagons and round signs will be measured as rectangles. Only one side of each double-faced sign will be measured for payment.

Removal and Relocation. By each, complete in place.

<u>Delineators</u>. By each, complete in place. A single delineator consists of one post equipped with three reflectors.

Salvage Sign. By each complete sign delivered in acceptable condition.

615-5.01 BASIS OF PAYMENT. Sign posts, bases, and mounting hardware are subsidiary.

When Items 615(2), 615(3), or 615(6) do not appear on the bid schedule, this work is subsidiary.

Payment will be made under:

<u>Pay Item No</u> .	Pay Item	<u>Pay Unit</u>
615(1) 615(2) 615(3) 615(4) 615(5) 615(6)	Standard Sign Remove and Relocate Existing Sign Remove and Relocate Milepost Delineator, Rigid Delineator, Flexible Salvage Sign	Square Foot Each Each Each Each Each Each
615(7)	Salvage and Dispose Sign	Each

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SEEDING

Special Provisions

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

618-2.01 MATERIALS. <u>Add the following to the list of material specifications:</u>

Mulch subsection 727-2.01

618-3.01 SOIL PREPARATION. Delete the fourth paragraph and replace with the following:

Roughen the surface to be seeded by grooving the soil in a uniform pattern that is perpendicular to the fall of the slope. Use one or more of the following grooving methods with associated equipment before the application of seed:

- 1. Manual raking with landscaping rakes;
- 2. Mechanical track walking with track equipment; or

3. Mechanical raking with a scarifying slope board. Form one inch wide grooves spaced no more than six inches apart.

Rounding the top and bottom of slopes to facilitate tracking or raking and to create a pleasant appearance is acceptable, but disrupting drainage flow lines is not.

<u>Add the following:</u> Apply seed as detailed in subsection 618-3.03 immediately after the shaping of the slopes. Cover all slopes to be seeded with topsoil according to Section 620. Complete slope preparation as soon as topsoil is placed on the slopes.

618-3.02 SEEDING SEASONS. <u>Add the following:</u> Seed disturbed areas that require seeding within 14 days of the permanent cessation of ground disturbing activities in that area.

Seed between May 15 and August 15, or obtain written approval from the Engineer to seed at a different date.

618-3.03 APPLICATION. <u>Delete the first three sentences and replace with:</u> Apply seed mix, fertilizer, and mulch (if required) at the rate specified in the Special Provisions. If no seed mix, seed mix application rate, or fertilizer rate are specified in the special provisions, use the recommendations of the Alaska Department of Natural Resources (ADNR) and the Revegetation Manual for Alaska.

Do not seed areas of bedrock, plant beds, and areas indicated on the plans as "no seeding."

Water and fertilizer required for application are subsidiary to the Seeding bid item.



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Delete Subsection 618-3.04 in its entirety, and add the following new subsections 618-3.04, 3.05, and 3.06:

618-3.04 MAINTENANCE AND WATERING. Protect seeded areas against traffic by approved warning signs or barricades. Repair surfaces gullied or otherwise damaged following seeding. Maintain seeded areas in a satisfactory condition until final acceptance of work.

Water and maintain seeded areas. If, in the opinion of the Engineer, too much water is being applied, reduce amount of water as directed.

Reseed areas not showing evidence of satisfactory growth within 3 weeks of seeding. Bare patches of soil more than 10 square feet in area must be reseeded. Erosion gullies over 4 inches deep must be filled and reseeded. Fill the entire erosion gully to surrounding grade, including the portions less than 4 inches deep.

Contact ADNR for advice or corrective measures, when seeded areas are not showing evidence of satisfactory growth. The Contractor is responsible for retracking, reseeding, refertilizing, and remulching areas that do not show satisfactory growth, and those actions are subsidiary.

618-3.05 ACCEPTANCE. During final inspection, the Engineer will perform a visual inspection of seeding to determine final stabilization. During the visual inspection, each station and each side of the road will be considered a separate area. The Engineer will accept seeding that has become a vegetative matt with 70% cover density in the inspection area.

Reseed areas that are not acceptable to the Engineer.

618-3.06 PERIOD OF ESTABLISHMENT. Establishment periods extend for one complete growing season following acceptable seeding. Employ all possible means to preserve/maintain the new vegetative matt in a healthy and vigorous condition to ensure successful establishment. Reseed areas that do not meet the specifications. Watering and reseeding after the final inspection are subsidiary to the Contract Price.

The Engineer may, but is not required to, determine the Project is complete except for the period of establishment, and issue a letter of final acceptance. After final acceptance, work or materials due under this subsection during any remaining period of establishment are considered warranty obligations that continue to be due following final acceptance in accordance with subsection 105-1.16.

618-4.01 METHOD OF MEASUREMENT. <u>Delete paragraph beginning:</u> "Seeding by the Pound"<u>and</u> <u>replace with:</u>

<u>Seeding by the Square Yard</u>. By the area of ground surface acceptably seeded and maintained.

<u>Add the following:</u> The quantity of seeding shall include all cultivation, seeding, limestone, if required, fertilizer, mulching, and watering.

Delete paragraph beginning: "Water for Seeding" and replace with:

<u>Water for Seeding</u>. This item will not be measured for payment. Water for seeding is subsidiary to Item 618(2A) Seeding, Type A.



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618-5.01 BASIS OF PAYMENT. <u>Delete paragraphs beginning:</u> "Seeding by the Acre" <u>and</u> "Seeding by the Pound" <u>and replace with:</u>

<u>Seeding by the Acre</u>. Payment is for established vegetative matt. Soil preparation, fertilizer, mulching, and water required for hydraulic method are subsidiary.

<u>Seeding by the Square Yard</u>. Payment is for established vegetative matt. Soil preparation, fertilizer, mulching, and water required for hydraulic method are subsidiary.

Add the following:

Pay Item No. 618(2A) <u>Pay Item</u> Seeding, Type A <u>Pay Unit</u> Square Yard



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GEOTEXTILE FOR EMBANKMENT AND ROADWAY

SEPARATION, STABILIZATION AND REINFORCEMENT

Special Provisions

Replace Section 630 with the following:

630-1.01 DESCRIPTION. Prepare ground surface, and furnish and place geotextiles for separation, stabilization, and/or reinforcement as shown on the Plans.

630-2.01 MATERIALS. Use materials that conform to the following:

Geotextiles and Sewn Seam Strength Subsection 729-2.01

Sewing Thread. Use high strength polypropylene, or polyester. Do not use nylon thread. Use thread of contrasting color to that of the geotextile itself.

630-3.01 CONSTRUCTION.

- 1. <u>Surface Preparation</u>. Prepare ground surface by removing stumps, brush, boulders, and sharp objects. Fill holes and large ruts, as directed by the Engineer, with material shown on the Plans or as approved by the Engineer.
- <u>Geotextile Placement</u>. Unroll geotextile directly onto the prepared surface. Stretch geotextile to remove any creases, folds or wrinkles. Do not drag the geotextile through mud or over sharp objects that could damage the geotextile. Do not expose geotextiles to sunlight for longer than 14 days after removal of protective covering. Do not allow geotextiles to get wet prior to installation.
 - a. <u>Separation and Stabilization</u>. Lay geotextile for embankment separation and stabilization parallel to roadway centerline. On horizontal curves, place in segment lengths not exceeding those listed in Table 630-1, with butt ends cut to match and sewn or overlapped. On tangents, straighten the geotextile and sew or overlap butt ends. Shingle overlaps in the same direction as fill placement. Prevent overlapped edges from lifting during construction.
 - b. <u>Reinforcement</u>. Lay the machine direction of the geotextile, for embankment reinforcement, perpendicular to the roadway centerline or as shown on the Plans. Join segments by sewing or an approved bonding or attachment process. Shingle overlaps in the same direction as fill placement if seams are not sewn. Prevent overlapped edges from lifting during construction.

TABLE 630-1 GEOTEXTILE PLACEMENT ON CURVES		
Degree of Curve Maximum Segment Length (ft		
1	125	
2	90	
3	75	
4	65	
5	55	
6	50	



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- <u>Joining</u>. Join adjacent geotextiles for separation or stabilization by overlapping or sewing. Join adjacent geotextiles for reinforcement by sewing or as shown on the Plans. Other attachment methods may be used if approved by the Engineer.
 - a. Sew seams with a Butterfly or J-Seam. Use a double-thread chain stitch (lock stitch). Bring adjacent sections of geotextile together and fold so that the stitching penetrates four layers of geotextile for the full seam length. Make the stitching line 1 1/4-inches (± 1/4-inch) from the folded edge of the seam and at least 1/2-inch from the free edge of the geotextile. Sew seams so that they face upward and can be easily inspected by the Engineer. Illustrations showing correct stitch formation and seam configurations are provided in Figure 1-2 (page 1-28) of the FHWA publication, *Geosynthetic Design & Construction Guidelines*, FHWA-NHI-07-092, August 2008.
 - b. Overlap geotextile sections by a minimum of 3-feet at all longitudinal and transverse joints. Place the beginning of each new roll beneath the end of the previous roll to prevent the advancing fill from lifting the geotextile. Shingle in the direction of construction.
- 4. <u>Material Placing and Spreading</u>. Place embankment material closely following fabric laydown to avoid fabric displacement and exposure. During placing and spreading of material, maintain a minimum depth of 12-inches of cover material; or a minimum depth equal to the separation distance between multiple layers of geotextile as shown on the Plans when this separation distance is less than 12-inches; at all times between the geotextile and the wheels or tracks of construction equipment. Limit the size and weight of construction equipment to reduce rutting in the initial lift above the geotextile to not greater than 3-inches deep to prevent overstressing the geotextile.

Spread the material in the direction of the upper overlapped geotextile. Maintain proper overlap and geotextile continuity. If sewn or bonded seams are used, place the cover material and spread in only one direction for the entire length of the geotextile. On weak subgrades limit height of dumped cover material to prevent localized subgrade and/or geotextile failure. Do not drop stones or frozen material larger than 1-foot in diameter directly onto the geotextile from a height of more than 1-foot.

Compact using a smooth drum roller or in a manner approved the Engineer. Do not allow construction equipment to make sudden stops and starts on the cover material. Do not allow turning of vehicles on the initial lift of cover material above the geotextile. Fill any ruts over 3-inches deep occurring during construction with additional material shown on the Plans; do not grade adjacent material into rut. Compact rut fill material to the specified density.

- 5. <u>Geotextile Repair</u>. Should the geotextile be torn, punctured, or the overlaps or sewn joints disturbed as evidenced by visible geotextile damage, subgrade pumping, intrusion, or embankment distortion remove the backfill around and under (if required by the Engineer) the damaged or displaced area and repair or replace the damaged area. Make repairs to the damaged area with a patch of the same type and class of geotextile originally placed. Make patches overlap by a minimum of 3-feet or sew patches to the existing geotextile, as specified for joining of the same type and class of geotextile, unless otherwise directed by the Engineer.
 - a. <u>Separation and Stabilization</u>. Overlay torn area with geotextile with a minimum 3-feet overlap around the edges of the torn or damaged area or sew and bond according to Subsection 630-3.01.3.a. Ensure the patch remains in place when cover material is placed over the affected area.



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b. <u>Reinforcement</u>. Sew according to Subsection 630-3.01.3.a unless joining by overlap is shown on the Plans. Ensure the patch remains in place when cover material is placed over the affected area.

630-4.01 METHOD OF MEASUREMENT. Measure geotextile by the square yard of ground surface covered. No allowance will be made for overlap, whether at joints or patches.

630-5.01 BASIS OF PAYMENT. Payment will be at the Contract unit price. Repair and replacement costs for damaged geotextile are subsidiary to the Section 630 Pay Items.

Material used to fill ruts and holes will be paid for at the unit price for the type of material used.

Payment will be made under:

<u>Pay Item No</u> .	Pay Item	<u>Pay Unit</u>
630(1)	Geotextile, Separation, Class 3	Square Yard
630(2)	Geotextile, Stabilization, Class 1	Square Yard
630(3A)	Geotextile, Reinforcement – Type 1	Square Yard
630(3B)	Geotextile, Reinforcement – Type 2	Square Yard

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EROSION SEDIMENT AND POLLUTION CONTROL

Standard Modifications

Replace Section 641 with the following:

641-1.01 DESCRIPTION. As approved by the Engineer, provide project administration and construction activities to control erosion, sedimentation, and pollution from the Project, according to this section and applicable local, state and federal requirements, including the Construction General Permit.

Utilities will be relocated by others concurrently with construction of this project. The Contractor will be responsible for controlling sediment and erosion and stabilizing areas disturbed during underground and aboveground utility relocation.

The District will develop a Storm Water Pollution Prevention Plan (SWPPP) necessary to cover certain utility relocation work that may precede issuance of a Notice to Proceed. The Contractor will incorporate the provisions of that SWPPP document into any documents prepared by the Contractor under this Section.

641-1.02 DEFINITIONS.

Alaska Certified Erosion and Sediment Control Lead (AK-CESCL). Certification documenting the person has completed training, testing and other requirements recognized by the District to satisfy the APDES Construction General Permit for "qualified personnel". AK-CESCL certificates issued in conformance with, and under authority of the AK-CESCL Memorandum of Understanding are recognized by the District as meeting this standard. An AK-CESCL certification must be recertified every three years. CPESC, Certified Professional in Erosion and Sediment Control: CISEC, Certified Inspector in Sediment and Erosion Control; and CESCL, Washington Department of Ecology Certified Erosion and Sediment Control Lead are the only other recognized substitution for the AK-CESCL certification.

Alaska Department of Conservation (ADEC). The State Department that has been authorized to administer the Clean Water Act's National Pollutant Discharge Elimination System in a phased process.

Alaska Pollutant Discharge Elimination System (APDES). The Alaska Pollutant Discharge Elimination System, administered by ADEC.

Area of Land Disturbance. The area of land (soil) that will be disturbed by Construction Activity. Area of Land Disturbance does not include pavement removal or pavement milling if the activity does not remove aggregate underlying the pavement.

Best Management Practices (BMPs). Temporary or permanent structure and non structural devices, schedules of activities, prohibition of practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal.



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Clean Water Act (CWA). United States Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)

Construction Activity. Physical activity by the Contractor or any Subcontractor or Utility Company that may result in land disturbance, erosion, sedimentation, or a discharge of pollutants in storm water. Construction activity includes, but is not limited to, grubbing, excavation, constructing embankment, grading, stockpiling erodible material, processing material and installation or maintenance of BMP's.

Construction General Permit (CGP). The Alaska Pollutant Discharge Elimination System General Permit for Discharges from Large and Small Construction Activities.

Electronic Notice of Intent (eNOI). The Electronic Notice of Intent submitted to ADEC, to begin Construction Activities under the CGP.

Electronic Notice of Termination (eNOT). The Electronic Notice of Termination submitted to ADEC, to end coverage under the CGP.

Erosion and Sediment Control Plan (ESCP). A project-specific document that illustrates measures to control erosion and sediment problems on a project. The ESCP normally consists of a general narrative and a map or site plan. It is developed by the District and may be included in the project plans and specifications. It serves as a resource for bid estimation and a frame work from which the Contractor develops the project SWPPP.

Final Stabilization. Soil disturbing activities at the site have been completed and one of the following methods, as identified in the contract, has been completed:

- Establish a uniform and evenly distributed perennial vegetative cover with a density of 70 percent of the native background vegetative cover, or
- Construct non-erodible permanent stabilization measures (such as riprap, gabions, geotextiles, pavement, or crushed aggregate base course) where vegetative cover is not required or practical.

Hazardous Material Control Plan (HMCP). The Contractor's detailed project-specific plan for the prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material, including but not limited to, petroleum products related to construction activities and equipment. The HMCP is included as an appendix to the SWPPP.

Operator(s). The party or co-parties associated with a regulated activity that has responsibility to obtain storm water permit coverage. "Operator" for the purpose of CGP and in context of stormwater associated with construction activity, means any party associated with a construction project that meets either of the following two criteria:

- 1. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- 2. The party has day to day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with permit conditions).

Pollutant. Any substance or item meeting the definition of pollutant contained in 40 CFR 122.2



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Project Area. The physical limits of the construction site, District furnished project staging and equipment areas, District furnished haul routes where deposition of sediments or erodible materials may result from material hauling activities and District furnished material and disposal sites directly related to the Contract. The project area also includes all areas of utility relocation and installation, including adjacent utility easements and tie-ins that may extend beyond the defined project limits. Contractor or Commercial Operator furnished material sites material processing sites, disposal sites, haul routes, staging areas and equipment storage are not included in the Project Area.

Spill Prevention, Control, and Countermeasure Plan (SPCC). The Contractor's detailed plan for petroleum spill prevention and control measures that meet the requirements of 40 CFR 112.

Storm Water Pollution Prevention Plan (SWPPP). The Contractor's detailed project -specific plan to minimize erosion and contain sediment within the Project site and to prevent discharge of pollutants that exceed applicable water quality standards. The SWPPP includes, but may not be limited to, amendments, records of activities, inspection schedules and reports, qualifications of key personnel and all other documentation required by the CGP and this specification.

Temporary Stabilization. The protection of exposed soils (disturbed land) from wind, and water erosion during construction process, until final stabilization is established.

Utility Company. A Utility Company or their contractor performing work concurrently with the construction of this project.

641-1.03 SUBMITTALS. Submit three signed copies of the SWPPP and HMCP to the Engineer. Submit two signed copies of the SPCC Plan (if required under subsection 641-2.03) to the Engineer at or before the pre-construction meeting.

The District will review the SWPPP and HMCP submittals within fourteen (14) calendar days. Submittals will be returned to the Contractor as either requiring modification, or as approved by the District. The 14 day review period will restart when the Contractor submits to the District the revised SWPPP and or HMCP. The approved SWPPP must contain certification, and be signed according to the Standard Permit Conditions of the APDES Construction General Permit.

Upon acceptance of the SWPPP by the District submit an eNOI for the Project to ADEC with the required fee. Submit a copy of the eNOI to the Project Manager when the eNOI is submitted to ADEC. The District will submit the District's eNOI to the ADEC and provide a copy to the Contractor for inclusion in the SWPPP.

No construction activities will take place on the Project until the eNOI has been posted on the ADEC website for seven (7) calendar days.

The active status NOI's, SWPPP, HMCP and SPCC Plan (when required) become the basis of the work required for the project's erosion, sediment, and pollution control.

Within fifteen (15) calendar days after the Engineer has determined you may end SWPPP activities for the Project, submit your eNOT for the Project to ADEC and send a copy of the eNOT to the Engineer. Within fifteen (15) calendar days of the Project Manager's determination the District will submit the District's eNOT to the ADEC and send a copy to the Contractor.

When CGP, Part 10, F requires ADEC SWPPP review: transmit a copy of the SWPPP with the required fee to ADEC using delivery receipt confirmation. Transmit a copy of the delivery receipt



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confirmation to the Engineer within seven (7) calendar days of receiving the confirmation. Transmit a copy of the ADEC SWPPP review letter to the Project Engineer within seven (7) calendar days of receipt from ADEC. Amend the SWPPP as necessary to address ADEC comments and transmit a copy of the SWPPP amendments to the Engineer within seven (7) calendar days of receipt of ADEC review comments. Include a copy of the ADEC SWPPP review letter in the SWPPP.

641-1.04 PERSONNEL QUALIFICATIONS. The Superintendent and any designated Relief Superintendent must meet the following qualifications:

- Current certification as AK-CESCL
- Duly authorized representative, as defined in Appendix F of the CGP.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

<u>eNOI and eNOT</u>. The eNOI and eNOT must be signed and certified by a responsible corporate officer, in accordance with the CGP Appendix F. Signature and certification authority, for eNOI and eNOT, cannot be delegated.

<u>Delegation of Signature Authority for Other SWPPP Documents and Reports.</u> Delegate signature and certification authority to the Superintendent, in accordance with CGP Appendix F, for the SWPPP inspections, and other reports required by the CGP. Include a copy of the written delegation in the SWPPP. Delegation is not required if the Superintendent is a responsible corporate officer for the Contractor, as defined in CGP Appendix F.

Subcontractor Certification. Subcontractors must certify that they have read and will abide by the CGP and the conditions of the project SWPPP.

641-2.01 STORM WATER POLLUTION PREVENTION PLAN. Prepare a Storm Water Pollution Prevention Plan. When provided in the plan set use the District's ESCP to develop a SWPPP based on scheduling, equipment, and use of alternative BMPs. The SWPPP preparer must visit the project site before preparing the SWPPP. The plan must include both erosion control and sediment control measures. The plan must first address preventing erosion, then minimizing erosion and finally trapping sediment before it leaves the project site.

The SWPPP must follow the format presented in Appendix A, of Developing Your Storm Water Pollution Prevention Plan (EPA 833-R-060-04 May 2007). An electronic copy of the SWPPP template is available on EPA's web site at http://www.epa.gov/npdes/swppguide

The plan must address the site specific controls and management plan for the construction site as well as for material sites, waste disposal sites, haul roads and other affected areas, public or private. The plan must also include copies of and incorporate the requirements of the project permits.

The contractor is responsible for identifying, in their SWPPP, other work that is on-going or will be undertaken within or adjacent to the project during the contract period and to coordinate erosion and sediment control measures with the other operators.

641-2.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS.

Prepare a HMCP for handling, storage, cleanup and disposal of petroleum products and other hazardous substances. (See 40 CFR 117 and 302 for listing of hazardous materials).



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Compile Material Safety Data Sheets in one location and reference in the HMCP. List and give location of hazardous materials, including office materials, to be used and/or stored on site, and estimated quantities. Detail a plan for storing these materials as well as disposing of waste petroleum products and other hazardous materials generated by the project.

Identify the locations where storage, fueling and maintenance activities will take place, describe the maintenance activities and list controls to prevent the accidental spillage of oil, petroleum products, and other hazardous materials.

Detail procedures for containment and cleanup of hazardous substances, including a list of types and quantities of equipment and materials available on site to be used.

Detail a plan for the prevention, containment, cleanup and disposal of soil and water contaminated by accidental spills. Detail a plan for dealing with unexpected contaminated soil and water encountered during construction.

Detail methods of disposing of waste petroleum products and other hazardous materials generated by the project. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for hazardous material disposal.

Specify the line of authority and designate a field representative for spill response and one representative for each subcontractor. Include their names and contact information in the SWPPP.

641-2.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN REQUIREMENTS.

<u>Control</u>

Prepare and implement a SPCC Plan when required by 40 CFR 112, including:

- 1. When oil spills may reach navigable waters; and
- 2. Total above ground oil storage capacity is greater than 1,320 gallons.

Prevention and Countermeasures

Comply with 40 CFR 112 and address the following issues in the SPCC Plan:

- 1. Operating procedures that prevent oil spills;
- 2. Control measures installed to prevent a spill from reaching navigable waters; and
- 3. Countermeasures to contain, cleanup and mitigate the effects of an oil spill.

Self-certify the SPCC Plan if the total above ground oil storage capacity is 10,000 gallons or less, and the requirements for self certification in 40 CFR 112 are met. Otherwise the SPCC Plan must be certified, stamped with the seal of, date by, and signed by a Professional Engineer registered in the State of Alaska.

641-2.04 RESPONSIBILITIES AND AUTHORITY OF THE SUPERINTENDENT.

The Superintendent is responsible for the overall operations of the Project and all Contractor-furnished sites and facilities directly related to the Project. The Superintendent shall sign and certify the SWPPP, SWPPP inspections, and other reports required by the CGP, except the NOI and NOT. The

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Superintendent may not delegate the task or responsibility of signing and certifying the SWPPP, SWPPP inspections, and other reports required by the CGP. If the Superintendent is unavailable, a relief Superintendent may sign and certify reports required by the CGP. If the relief Superintendent is used, document the personnel change, including a photo copy of their AK-CESCL certification, and include their beginning and ending dates in the SWPPP.

641–2.05 MATERIALS. Comply with the material requirements described in the Plans and Specifications.

Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments in accordance with the requirements of the CGP.

Straw that is certified as free of noxious weed by the United States Department of Agriculture, Natural Resources Conservation Service, Local Soil and Water Conservation District, Alaska Weed Free Forage Certification Program must be used when available. Hay may not be substituted for straw.

Silt fences

Subsection 729-2.04, Sediment Control

Temporary Seed Section 724

Erosion, Sediment, and Pollution Control-Material

Section 744

641-3.01 CONSTRUCTION REQUIREMENTS. Comply with the SWPPP and the requirements of the CGP.

Ensure all subcontractors and utility companies understand and comply with the SWPPP and the CGP. Provide SWPPP information to the utility companies. Notify the Project Manager immediately if actions of any utility company or subcontractor do not comply with the SWPPP and the CGP. Provide training to subcontractors & utility companies on control measures at the site and applicable storm water pollution prevention procedures and document the dates and attendees to these trainings in Appendix J of the SWPPP.

Post notices on the outside wall of the Contractor's project office, and at publicly accessible locations near the beginning and end of the Project. Protect postings from the weather and locate so the public can read them without obstructing construction activities (for example, at an existing pullout). Include the following information in each of the posted notices:

- Copy of all eNOIs related to this project
- Name and phone number of Project Superintendent
- Location of the SWPPP available for public viewing.

Comply with requirements of the HMCP, the submitted SPCC Plan, and the State and Federal regulations that pertain to handling, storage, cleanup and disposal of petroleum products or other hazardous substances. Contain, cleanup and dispose of discharges of petroleum products and other materials hazardous to the land, air, water and organic life forms. Perform fueling operations in a safe and environmentally responsible manner. Comply with requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substance Pollution Control. Report oil spills as required by Federal, State and local Law and, as described in the SPCC Plan.



Comply with requirements of the APDES Construction General Permit, implement temporary and permanent erosion and sediment control measures identified in the SWPPP, and ensure that the SWPPP remains current. Maintain temporary and permanent erosion and sediment control measures in effective operating condition.

Coordinate BMPs with Utility Companies doing work in the project area.

641-3.02 INSPECTIONS

Perform inspections and prepare inspection reports to comply with the project SWPPP and the APDES Construction General Permit.

- 1. <u>Joint Inspections.</u> Before start of construction, conduct a joint on-site inspection with the Engineer, the SWPPP Preparer, and the Contractor's Superintendent for the project to discuss the implementation of the SWPPP.
 - a. Before each winter shutdown, to ensure that the site has been adequately stabilized and devices are functional.
 - b. At project completion, to ensure final stabilization of the project.
- 2. <u>During Construction</u>. In addition, the Contractor will perform inspections meeting the requirements of the ADPES Construction General Permit. The project Superintendent shall review the Project Site, Materials Sites, Waste Sites and the SWPPP for conformance with the APDES Construction General permit at least once per month and after every major change in earth disturbing activities for compliance with the Construction General Permit.
- 3. <u>Inspection Reports.</u> Prepare and submit, within three (3) working days of each inspection, a Inspection Report. At a minimum the report will contain the following:
 - a. A summary of the scope of the inspection
 - b. Name(s) and titles of personnel making the inspection
 - c. The date of the inspection
 - d. Observations relating to the implementation of the SWPPP
 - e. Any actions taken as the result of the inspection
 - f. Incidents of non-compliance

Where a report does not identify and incidents of noncompliance, certify that the facility is in compliance with the SWPPP and the APDES Construction General Permit.

The Contractor's Superintendent will sign the report according to the Standard Permit Conditions of the APDES Construction General Permit. Include reports as an appendix to the SWPPP.

Record Retention

Keep the SWPPP up to date at all times. The SWPPP shall denote location, date of installation, date maintenance was performed and the date of removal of BMPs. It shall also contain copies of inspection reports and amendments.

Maintain the following records as part of the SWPPP:

- 1. Dates when major grading activities occur;
- 2. Dates when construction activities temporary or permanently cease on a portion of the site: and
- 3. Dates when stabilization measures are initiated.



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Provide the Engineer with copies of SWPPP revisions, updates, records and inspection reports at least weekly.

Retain copies of the SWPPP and other records required by the APDES Construction General Permit for at least three years from the date of final stabilization.

If unanticipated or emergency conditions threaten water quality, take immediate suitable action to preclude erosion and pollution.

<u>Amendments</u>

Submit amendments to the SWPPP to correct problems identified as a result of:

- 1. Storm or other circumstance that threatens water quality, and
- 2. Inspection that identifies existing or potential problems.

Submit SWPPP amendments to the Engineer within seven (7) calendar days following the storm or inspection. Detail additional emergency measures required and taken, to include additional or modified measures. If modifications to existing measures are necessary, complete the implementation before the next storm event whenever practicable.

Stabilize area disturbed before the seeding deadline or within seven (7) calendar days of the temporary or permanent cessation of ground-disturbing activities.

Notice of Termination

For projects that require an eNOI, submit the signed eNOT to the ADEC with a copy to the Project Manager when the Project Manager notifies that:

- 1. The project site (including material sources, and disposal sites) has been finally stabilized and that storm water discharges from construction activities authorized by the permit have ceased, or
- 2. The construction activity operator (as defined in the APDES Construction General Permit) has changed.

641-4.01 METHOD OF MEASUREMENT.

Items 641(2) and (4) will be measured as specified in the Contract or Owner's Action authorizing the work.

641-5.01 BASIS OF PAYMENT.

- 1. <u>Item 641(1) Erosion and Pollution Control Administration</u>. At the Contract lump sum price for administration of work under this Section. Includes, but is not limited to, plan preparation, plan amendments and updates, inspections, monitoring, reporting and record-keeping.
- 2. <u>Item 641(2) Temporary Erosion and Pollution Control.</u> At the prices specified in the Contract or as provided in the Owner's action authorizing the work to install and maintain temporary erosion, sedimentation and pollution control measures.
- 3. <u>Item 641(3) Temporary Erosion and Pollution Control.</u> At the Contract lump sum price to install and, maintain temporary erosion, sedimentation and pollution control measures

required to complete the project according to the Plan and with the current approved SWPPP and HMCP.

4. <u>Item 641 (4) Temporary Erosion and Pollution Control Amendments.</u> At the price specified in the Owner's action for extra, additional or unanticipated work to install and maintain temporary erosion, sedimentation and pollution control measures. Work paid under this item will be shown as amendments to the original SWPPP or HMCP.

Temporary erosion and pollution control measures that are required at Contractor -furnished sites are subsidiary to Pay Item 641(3).

Work that is paid for directly or indirectly under other pay items will not be measured and paid under this Section, including but not limited to dewatering, shoring, bailing, installation and removal of temporary work pads, temporary accesses, temporary drainage pipes and structures and diversion channels.

Perform temporary erosion and pollution control measures that are required due to negligence, carelessness, or failure to install permanent controls as a part of the work scheduled or ordered by the Project Manager, or for the Contractor's convenience, at the Contractor's expense.

Permanent erosion and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

<u>Failure</u>

If the Contractor fails to coordinate temporary or permanent stabilization measures with the earthwork operations in a manner to effectively control erosion and prevent water pollution, the Project Manager may suspend the earthwork operations and withhold monies due on current estimates for such earthwork items until aspects of the work are coordinated in a satisfactory manner.

If there is failure to:

- 1. Pursue the work required by the SWPPP,
- 2. Respond to inspection recommendations and/or deficiencies in the SWPPP, or
- 3. Implement erosion and sedimentation controls identified by the Project Manager.

The Project Manager may suspend construction activities and withhold monies due on current estimates until the SWPPP is in compliance with the APDES Construction General Permit.

The Contractor shall be due no additional monies or Contract time extension as result of delays resulting from suspension of earthwork for failure to perform required erosion, sedimentation, or pollution duties as outlined in this Section 641.

If listed in the bid schedule payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
641(1)	Erosion and Pollution Control Administration	Lump Sum
641(2)	Temporary Erosion and Pollution Control	Contingent Sum
641(3)	Temporary Erosion and Pollution Control	Lump Sum
641(4)	Temporary Erosion and Pollution Control Amendments	Contingent Sum



CONSTRUCTION SURVEYING

Special Provisions

Delete Section 642 in its entirety and Substitute the following:

642-1.01 GENERAL. Perform surveying and staking essential for the completion of the project and perform the necessary calculations required to accomplish the work in conformance with the Plans and Specifications and standard engineering and surveying practice.

Furnish and install survey monuments and monument cases in conformance with the Plans or as directed.

Adjust existing monuments and monument cases to conform to the new elevations.

642-1.02 DEFINITIONS.

- 1. <u>Monument:</u> A fixed physical object marking a point on the surface of the earth, used to commence or control a survey; mark the boundaries of a parcel of land; or the centerline of right-of-way corridor. Monuments will be Primary or Secondary, as shown on the plans.
- 2. <u>Surveyor:</u> The Contractor's Professional Land Surveyor, currently registered in the State of Alaska.

642-2.01 MATERIALS.

- 1. Monument Cases: Use castings meeting AASHTO M 105, Class No. 30A. Coat castings with a bituminous damp-proof coating. Use tops that bear evenly on the frames.
- 2. Primary Monument: A minimum 2-inch diameter nonferrous pipe at least 30 inches long, with a minimum 4-inch flange at the bottom and having magnets attached at the top and bottom. A minimum 2-3/8 inch diameter nonferrous metal cap must be permanently attached to the top. Permanently stamp every monument with the Surveyor's registration number, the point/corner identification, and the year set.
- 3. Secondary Monument: A minimum 5/8 inch rebar with a 2-inch aluminum cap attached to the top. Permanently stamp every secondary monument with the Surveyor's registration number, the point/corner identification, and the year set.

642–3.01 GENERAL. Use competent, qualified personnel and suitable equipment for the layout work required and furnish traffic control, stakes, templates, straight-edges and other devices necessary for establishing, checking and maintaining the required points, lines and grades.

The District located existing monuments and set sufficient additional control to establish the project centerline. The District set at least two benchmarks per mile to enable establishment of planned elevations. The survey control for this project is shown on the Plans.

The contractor will perform the following:

- 1. Staking necessary to delineate clearing and/ or grubbing limits.
- 2. Cross sections necessary for determination of excavation and embankment quantities, including intermediate and/or remeasure cross sections as needed. Take cross sections after clearing and grubbing has been completed.

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- 3. Slope Staking.
- 4. Staking of signs, culverts, minor drainage structures and other appurtenances, including the necessary checking to establish the proper location and grade to best fit the conditions on site.
- 5. Set centerline finishing stakes (hubs)
- 6. Measurement of pay quantities that require measurement.
- 7. All other surveying and staking necessary to complete the project.

642-3.02 MONUMENTS. Any monuments disturbed on the project will be replaced by the Contractor's Surveyor. The Surveyor must complete and stamp a <u>State of Alaska Land Surveyor</u> <u>Monument Record</u> form for each primary and secondary monument removed, installed, relocated, or replaced. Provide the required survey information on the form in accordance with statutory requirements, including section, township, and range. Meet requirements for recording at the District Recorder's Office in which the project is located for each monument record. Deliver conforming copies of the recorded forms to the Engineer before monument removal or disturbance and after setting any final monuments requiring monument records.

Set each monument and monument case accurately to lines established at the required location and in a manner as to ensure being held firmly in place. Set existing monuments and monument cases to be adjusted to new elevations in the manner and at the elevations directed.

642-4.01 METHOD OF MEASUREMENT.

Item 642(1) Construction Surveying. No measurement of quantities will be made.

<u>Item 642(2) Two Person Survey.</u> By the hour for extra, additional, or unanticipated work made necessary by changes in the project, as directed, and as supported by certified payrolls.

642-5.01 BASIS OF PAYMENT. Construction Surveying includes field and office work required to accomplish the work, including furnishing necessary personnel, equipment, transportation, and supplies.

Traffic control devices necessary for the survey parties are considered subsidiary to Pay Item 642(1).

Survey monuments placed on bridges are subsidiary.

Payment will be made under:

Pay Item No. 642(1) 642(2) Pay Item Construction Surveying Two Person Survey Party

<u>Pay Unit</u> Lump Sum Hour

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TRAFFIC MAINTENANCE

Special Provisions

643-1.01 DESCRIPTION. Add the following:

This work consists of the necessary measures to protect and control traffic during the life of the contract including but not limited to, furnishing, erecting, maintaining, replacing, cleaning, moving and removing the traffic control devices required to insure the safety of the traveling public and all administrative responsibilities necessary to implement this work. The Contractor shall be liable for any damage or injuries suffered by reasons of their operations or their failure to provide adequate safeguarding services.

DEFINITIONS. <u>Add the following:</u>

<u>Permanent Construction Signs.</u> Signing installed at the start of construction activities and located on the primary approaches to the work zone to warn drivers of upcoming construction activities and to advise drivers that they have reached the end of the construction zone. These signs may include signs setting speed limits through the construction zone and/or warning of increased penalty for excessive speed in the construction zone.

<u>Detour</u>. An alternate route taking drivers around a road closure or other obstacle normally delineated by specific signing notifying the driver when the detour must be taken and guiding the driver through the alternate route.

643-1.03 TRAFFIC CONTROL PLAN. <u>Add the following:</u> A Traffic Control Plan (TCP) is a drawing or drawings indicating the method or scheme for safely guiding and protecting motorists, pedestrians, bicyclists, and workers in a traffic control zone. It depicts the traffic control devices to be used, their placement and times of use.

The Contractor shall submit Traffic Control Plans at the Preconstruction Conference that has been prepared by an ATSSA Traffic Control Supervisor for typical situations that will be encountered during the project. The Contractor shall designate a person responsible for implementing and maintaining the Contractor's Traffic Control Plan. The Engineer shall be the final approving authority for any TCP actually implemented.

There shall be no work within the project limits until the Contractor has implemented an approved TCP for the work proposed. The number of traffic control devices indicated on the TCP's and Standard Drawings are a minimum. If unsafe conditions occur, the Engineer may require additional traffic control devices.

643-2.01 MATERIALS. No. 16, Flagger Paddles, Replace last sentence with:

Use reflective sheeting that meets AASHTO M268, Type VIII, or IX. Use background colors of fluorescent orange on one side and red on the other side.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. <u>Add the following:</u> The Contractor shall maintain continuous, safe and convenient traffic flow along all roads impacted by the

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construction activities. Traffic control devices and services shall be provided and maintained both inside and outside the project limits both day and night as needed to facilitate traffic guidance.

Unless otherwise directed, the Contractor shall keep all roadways undergoing improvement open to traffic. Temporary closure of residential, commercial or street approaches requires prior approval of the Engineer. The Contractor shall provide access through the project for emergency vehicles and school buses. All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by the Contractor.

The Contractor's equipment shall stop at all points of intersection with the traveling public unless satisfactory traffic control measures, are shown on the approved TCP or approved by the Engineer.

Immediately notify the Engineer of traffic related accident(s) that occur(s) inside the project limits as soon as becoming aware of the accident(s).

643-3.04 TRAFFIC CONTROL DEVICES. Delete the first paragraph and Substitute the following:

Prior to the start of construction operations on any portion of the project, the Contractor shall erect permanent and temporary traffic control devices as may be required by the approved TCPs or as directed by the Engineer. Traffic control devices shall be used only when needed. Advisory speeds, when necessary, shall be determined by the Engineer. All traffic control devices used by the Contractor shall conform to the requirements as specified in the current edition of the Alaska Traffic Manual (ATM) and shall be placed as shown on the plans or as directed by the Engineer.

During non-working hours and following the completion of a portion of the project, all unnecessary traffic control devices shall be removed or covered.

The Contractor shall provide flagging for traffic control when needed for safety of the traveling public. Each Flagging operation shall be approved by the Engineer prior to its implementation and shall be adjusted as conditions change or as directed by the Engineer. Flagging shall include the furnishing of trained competent flaggers and all necessary equipment for control of traffic through the work zone, including two-way radio communications between flaggers when flaggers are not in plain view of each other. Flaggers shall maintain their assigned posts at all times, unless relieved by another qualified flagger or the need for flagging traffic no longer exists. Flagger signs are to be removed when a flagger is not present.

In the sixth paragraph Replace: "ATTSA" with: "ATSSA"

<u>Add the following to</u> "No. 1 Embankments": Close trenches and excavations at the end of each continuous work shift, except as indicated by the Project manager.

<u>Add the following to</u> "No. 3 Fixed Objects": Remove obstructions greater than 4 inches above the nominal foreslope grade at the end of continuous work shift.

Delete No. 4.b and Replace with: Flagger Certification by ATSSA.

Delete No. 6 and Replace with:

6. Street Sweeping and Power Brooming. Keep free of loose material paved portions of the roadway and haul routes open to the public, including sections of the roadway off the project

where the Contractor's operations have deposited loose material. Use equipment for brooming and sweeping as recommended by the manufacturer and the following:

Dirt, dust and construction materials, mobilized as a result of power brooming and or sweeping, shall not be pushed, ejected, thrown or drift beyond the lesser of, 2 feet from the equipment perimeter or the edge of the paved surface.

All equipment shall operate to typical industry standards. Maintain equipment to operate as designed by the manufacturer. Equipment will employ safety equipment, warning lights, and other as required by the Specifications and these Special Provisions.

Sweeper and Broom Options:

- a. Regenerative Sweeper: Sweeper that blows stream of air at the paved surface causing fine particles to rise and be caught through a vacuum system.
- b. Vacuum Sweeper: Sweeper that creates a vacuum at the paved surface sucking dirt, dust and debris into the collection system.
- c. Mechanical Broom Sweeper: Sweeper designed to pick up and collect larger size road debris, stones and litter, etc. In addition to the requirements noted in these specifications, use of a mechanical broom sweeper requires the Project Manager to approve the sweeper for the intended use.
- d. Power Broom: Power brooming that wets, pushes and or ejects loose material directly into an attached collection/pickup container may be used when approved by the Engineer. The added moisture will be contained to the paved roadway surface.

Dry Power Brooming is not permitted. Power brooming without direct/immediate means of collection/pickup is not permitted.

Payment for Street Sweeping and Power Brooming is subsidiary to Pay Item 643(1).

643-3.05. AUTHORITY OF THE ENGINEER. <u>Add the following:</u> The Engineer may suspend construction operations if safety procedures and/or traffic controls are inadequate. The inadequate conditions shall be corrected by the Contractor before being allowed to resume operations. In no case shall this time exceed 24 hours.

643-3.08 CONSTRUCTION SEQUENCING. <u>Replace the last sentence in the first paragraph with:</u>

Unless otherwise determined by the Engineer and on an approved Traffic Control Plan (TCP), do not restrict traffic during the times listed below.

- 1. <u>Monday through Friday:</u> 1900 hours to 0700 hours.
- 3. <u>Around any Holiday:</u>
 - a. If a holiday falls on Sunday, Monday or Tuesday the above stipulations apply from 1200 hours on the Friday before the holiday to 0300 hours on the day after the Holiday.
 - b. If a holiday falls on Wednesday, the above stipulations apply from 1200 hours on the Tuesday before the holiday to 0300 hours on the Thursday after the holiday.
 - c. If the holiday falls on Thursday, Friday or Saturday, the above stipulations apply from 1200 hours on the day before the holiday to 0300 hours on the Monday after the holiday.



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

643-3.11 HIGH VISIBILITY CLOTHING. Ensure workers inside project limits wear an outer visible surface of layer that complies with the following requirements:

- 1. <u>Standards.</u> Use high visibility garments conforming to the requirements of ANSI/ISEA 107-2004, Class 2 for tops or Class E for bottoms, and level 2 retroreflective material.
- 2. <u>Labeling.</u> Use garments labeled in conformance with Section 11.2 of ANSI/ISEA 107-2004.
- 3. <u>Tops.</u> Wear high visibility vests, jackets, or coverall tops at all times.
- 4. <u>Bottoms.</u> Wear high visibility pants or coverall bottoms during nighttime work (sunset to sunrise). Worksite traffic supervisors, employees assigned to traffic control duties, and flaggers wear high visibility pants or coverall bottoms at all times.
- 5. <u>Outer</u> <u>Raingear</u>. Wear raingear tops and bottoms conforming to requirements in this Subsection. 643-3.11.
- 6. <u>Exceptions.</u> When workers are inside an enclosed compartment of a vehicle, they are not required to wear high visibility clothing.
- 7. <u>Condition.</u> Furnish and maintain vests, jackets, coveralls, rain gear, hard hats, and other apparel in a neat, clean, and presentable condition. Maintain retroreflextive material to Level 2 standards.

Payment for high visibility garments for workers is subsidiary to Item 643(3) Permanent Construction Signs.

643-4.01 METHOD OF MEASUREMENT. Delete and Add the following:

- 1. Traffic Maintenance will be lump sum and shall include preparation of TCPs, and all labor, materials, traffic control devices and equipment required to implement the Traffic Control Plans as specified and as directed.
- 2. Permanent Construction Signs will be lump sum and shall include furnishing and installing the necessary advance warning signs including special construction signs such as street names or distance signs and sign posts.

643-5.01 BASIS OF PAYMENT. Delete and Add the following:

1. <u>Traffic Maintenance</u>. The contract price includes all resources required to provide the Worksite Traffic Supervisor, all required TCPs and public notices, the Construction Phasing Plan, and the maintenance of all roadways, approaches, crossings, intersections and pedestrian and bicycle facilities, as required. This item also includes any Traffic Control Devices required but not shown on the bid schedule.

Items required by the Contract that are not listed on the bid schedule or not included in other items are subsidiary to Item 643(1), Traffic maintenance.

2. <u>Permanent Construction Signs.</u> The contract price includes all resources to provide the necessary advance warning signs including special construction signs such as street names or distance signs and sign posts.



Payment will be made under:

Pay Item No.	Pay Item	<u>Pay Unit</u>
643(1)	Traffic Maintenance	Lump Sum
643(2)	Permanent Construction Signs	Lump Sum



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CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS

AGGREGATES

Special Provisions

703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE.

Replace the first sentence with the following:

For E-1 screened stone or screened gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality.

Delete Table 703-2 and substitute the following:

TABLE 703-2 AGGREGATE GRADATION FOR BASE AND SURFACE COURSE

Sieve Designation	Grading C-1	Grading D-1	Grading E-1
1 ½ inch	100	-	100
1 inch	70-100	100	
3/4 inch	60-90	70-100	70-100
3/8 inch	45-75	50-80	50-85
No. 4	30-60	35-65	35-75
No. 8	22-52	20-50	20-60
No. 30	10-33	10-26	
No. 50	6-30	6-30	15-30
No. 200	0-6	0-6	7-15

(Percent Passing By Weight)

Add the following subsection:

703-2.13 BORROW, TYPE IIA. Material shall contain no lumps, frozen material, organic matter, or other deleterious matter, and shall be durable and sound. Meet the following gradation:

TYPE II-A

U.S. Std. Sieve	Cumulative % Passing by Weight
3″	100
3/4″	50-100
#4	25-60
#10	15-50
#40	4-30
#200	2-6

In addition to the grading limits listed above, the fraction of material passing the #200 sieve shall not be greater than twenty percent (20%) of that fraction passing the #4 sieve.

MSB 010824

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SEED

Special Provisions

724-2.02 MATERIALS. Add the following:

Apply seed, mulch, and fertilizer as follows per 1000 square feet (MSF). Apply seed and mulch in one application, if using the hydraulic method. Apply fertilizer with the hydraulic method.

Component	Ingredients	Application Rate (per MSF)
Seed, Type A	Slender Wheatgrass (Wainwright) Red Fescue (Arctared) Annual Ryegrass (Lolium)	1.00 lbs. 0.80 lbs. <u>0.20 lbs.</u> Total = 2.00 lbs
Soil Stabilizer Slope ≤ 3:1 Slope >3:1	Mulch Mulch with tackifier	46 lbs. 45-58 lbs.
Fertilizer	20-20-10	12.0 lbs.

Upon the Engineer's approval, Nortran Tufted Hairgrass may be used as a substitute for Slender Wheatgrass (Wainwright) if Slender Wheatgrass (Wainwright) is commercially unavailable. If this substitution is made, apply at the same application rate.

MSB 010824



TOPSOIL

Special Provision

Delete Subsection 726-2.01, except for Table 726-1 and Replace with the following:

726-2.01 TOPSOIL. Furnish topsoil that is representative of the existing, natural organic blanket of the project area. Perform a quality test, as defined by ATM 203, on the soil to determine the organic content of the soil. Supply the results to the Engineer.

Soil with an organic content of 5 percent or more may be reused and spread on the finished slopes where topsoil is noted on the plans. Remove roots, stumps, unnatural material, and rocks greater than 3 inch in diameter from the organic material before it is graded onto the finished slope.

Soil with an organic content of less than 5 percent cannot be used as topsoil for the project. In this case furnish topsoil consisting of a natural friable surface soil without admixtures of undesirable subsoil, refuse or foreign materials having an organic content of 5 percent or more, as determined by ATM 203. The material shall be reasonably free from roots, clods, hard clay, rocks greater than 3 inches in diameter, noxious weeds, tall grass, brush, sticks, stubble or other litter, and shall be free draining and nontoxic. Notify the Engineer of the topsoil source location at least 30 calendar days before delivery of topsoil to the project from the identified location. The Engineer will inspect the topsoil and its sources before approval will be granted for its use.

CR726.1-112707



Add the following section:

SECTION 800

INTERIM WORK AUTHORIZATION

800-1.01 DESCRIPTION. An authorization from the MSBSD to the Contractor to perform construction work on additional quantities of items in the construction contract in order to avoid costly delays. This process is intended to replace routing a formal change order for limited additions to the contract amount not to exceed the contingent sum amount listed in the bid schedule. Additional quantities shall be paid according to the unit prices in the current bid schedule.

800-3.01 GENERAL. This item is to provide for minor changes to the contract amount to facilitate timely work and will be documented with a field directive issued by the Engineer and acknowledged by the Contractor prior to performing the additional work.

800-4.01 METHOD OF MEASUREMENT. Section 109 and the following:

1. <u>Contingent Sum.</u> Authorized additions of existing bid items at contract unit prices, or addition to lump sum bid items at an amount agreed upon in writing in the field directive.

800-5.01 BASIS OF PAYMENT. Item 800(1) Interim work authorization.

A field directive shall be issued with the additional quantities, unit prices and total amount added listed, or agreed upon the lump sum amount.

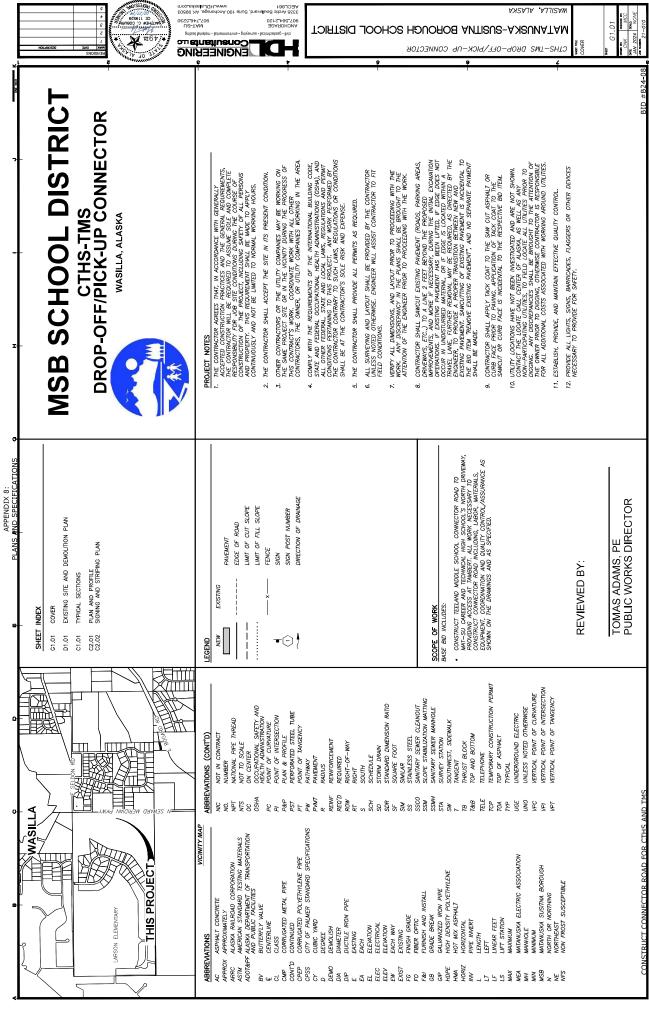
Payment will be made under:

Pay Item No. 800(1) Pay Item Interim Work Authorization <u>Pay Unit</u> Contingent Sum

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MSB 022124

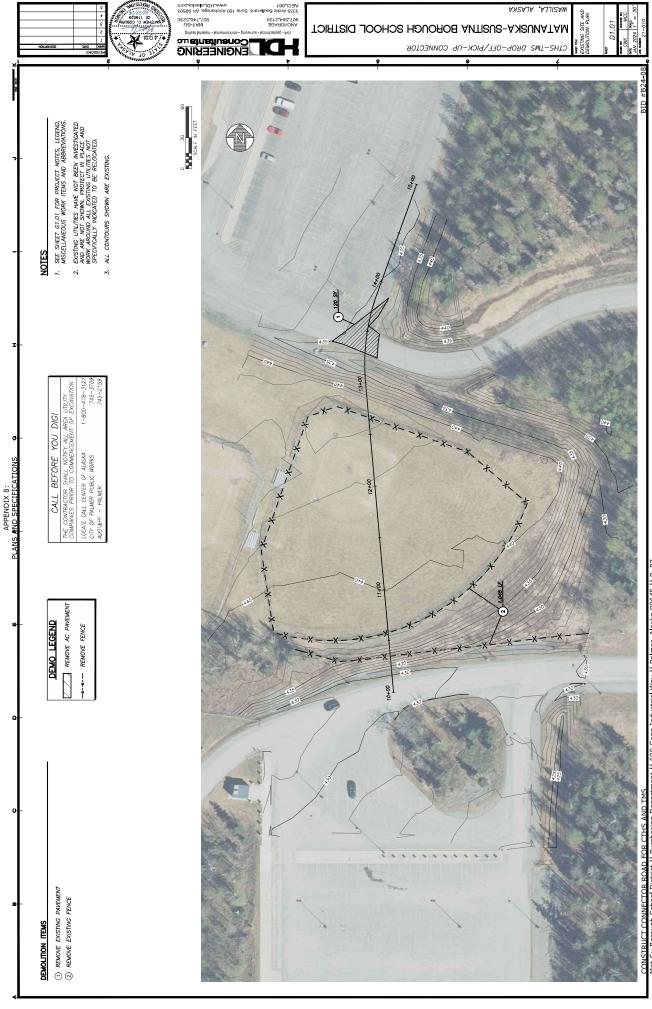


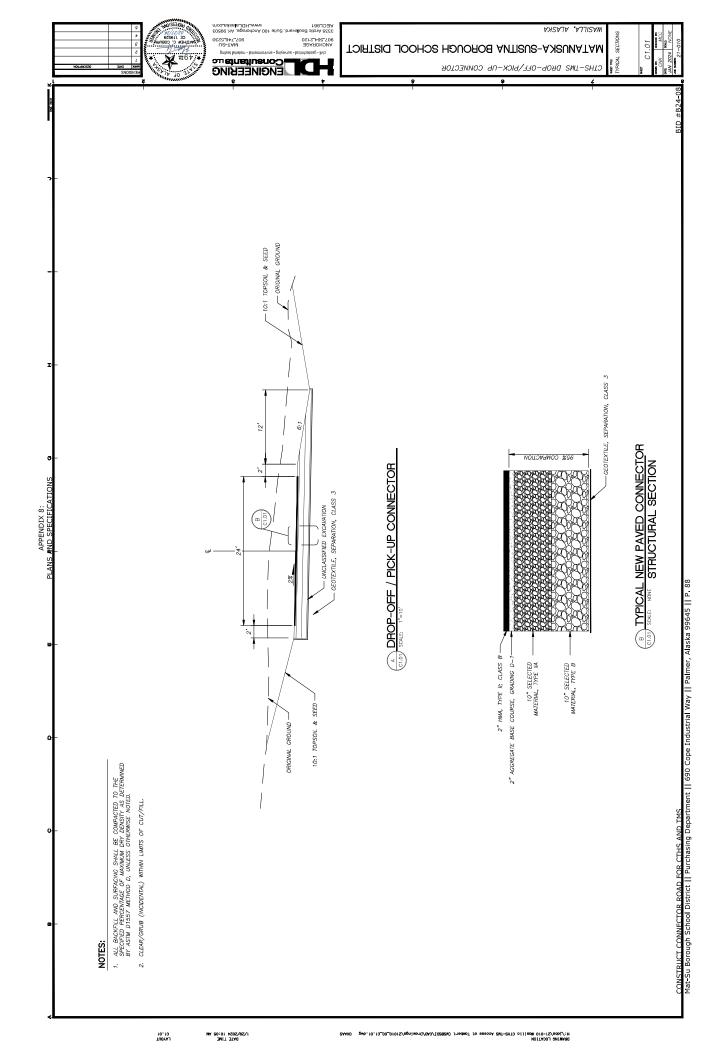


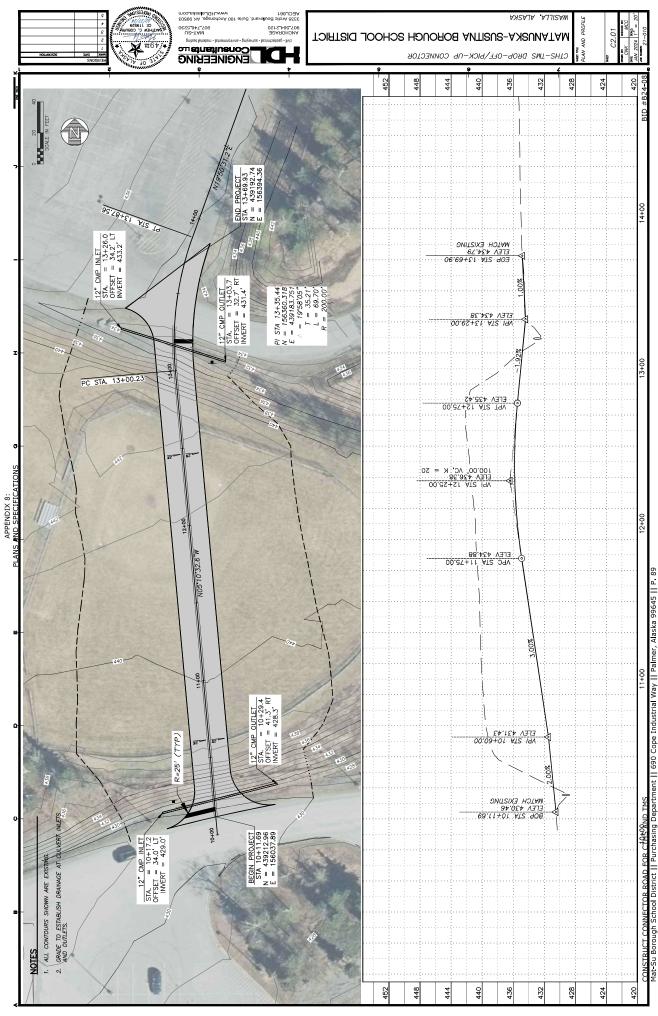
Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P. 86

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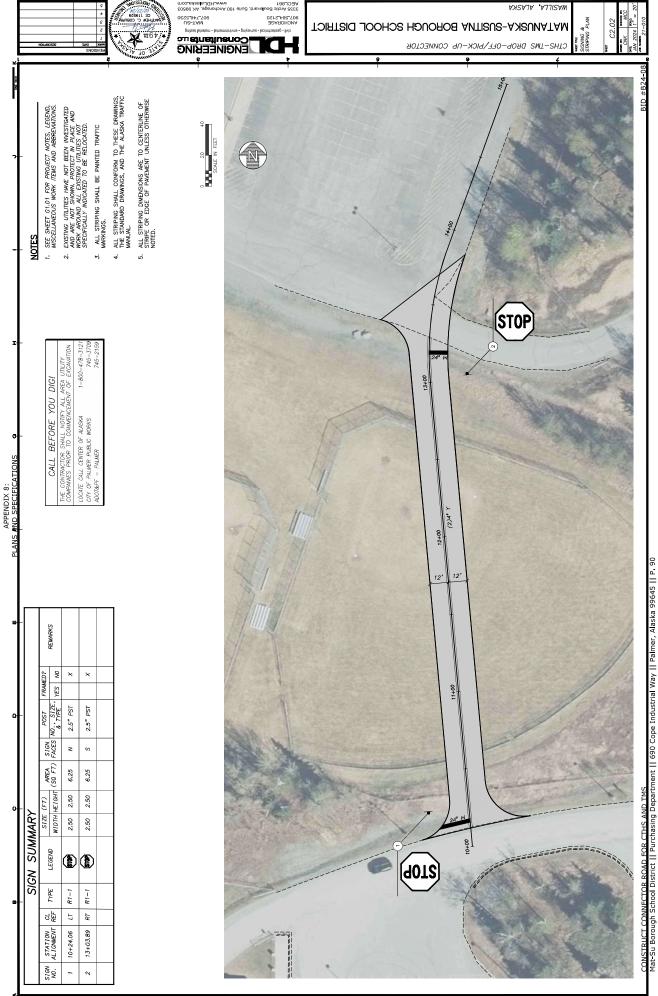






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APPENDIX 9: SCHOOL CALENDARS

Matanuska-Susitna Borough School District School Calendar 2023 - 2024

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August

10	Work Day for Teachers (WD)*
11	Professional Learning Day (PL)*

- 14 Work Day for Teachers (WD)*
- 15 School Opens for 1-12 (SO)
- 22 First Day for Preschool/Kindergarten

September

4

Labor Day Holiday (H)*

Octol	ber
18	Quarter 1 Ends (46 Days)
19	Parent Conference Day (PC)*
20	Professional Learning Day (PL)*

November

1-3	Professional Learning Day (PL)*
10	Veterans Day (V)*
23-24	Thanksgiving Holiday (H)*

December

- 21 Quarter 2 Ends (38 Days)
- 22 Work Day for Teachers (WD)*
- 25 Christmas Holiday (H)*
- 26-29 Winter Vacation (V)*

January

1New Years Day (H)*2-5Winter Vacation (V)*15Martin Luther King Jr. Day (H)*

February

19 Parent Conference Day (PC)*

March

6 Quarter 3 Ends (41 Days)
7 Work Day for Teachers (WD)*
8-18 Spring Vacation (V)*

April

26 Professional Learning Day (PL)*

May

23	School Closes/Quarter 4 Ends (47 Days)
24	Work Day for Teachers (WD)*

*Indicates no school for students

S M T W T F S

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APPENDIX 9: SCHOOL CALENDARS

Matanuska-Susitna Borough School District Secondary School Calendar - Pending State Approval 2024 - 2025

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August

9	Work Day for Teachers (WD)*
12-13	Professional Learning Day (PL)*
14	Work Day for Teachers (WD)*
15	School Opens for 1-12 (SO)
22	First Day for Kindergarten and PK (KG)

September

Labor Day Holiday (H)* 2

October

Quarter 1 Ends (46 Days) 18

November

Parent Conference Day (PC)* 4

5	Professional Learning Day (PL)*
11	Veterans Day (V)*
28-29	Thanksgiving Holiday (H)*
Decem	ber
19	Quarter 2 Ends (38 Days)

19	Quarter 2 Ends (38 Days)
20	Work Day for Teachers (WD)*

- 25 Christmas Holiday (H)*
- 23-31 Winter Vacation (V)*

January

1	New Years Day (H)*
2-3	Winter Vacation (V)*
20	Martin Luther King Jr. Day (H)*

February

17 Parent Conference Day (PC)*

March

- 6 Quarter 3 Ends (41 Days)
- 7 Work Day for Teachers (WD)*

10-14 Spring Vacation (V)*

May

Snow Day Makeup if needed (SN) 21 22 School Closes/Quarter 4 Ends (47 Days)

Work Day for Teachers (WD)* 23

*Indicates no school for students

S	Μ	Т	W	Т	F	S

JANUARY								
H V V 4								
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	н	21	22	23	24	25		
26	27	28	29	30	31			

FEBRUARY						
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	PC	18	19	20	21	22
23	24	25	26	27	28	

MARCH								
2	3	4	5	Q3	WD	8		
9	v	v	v	v	v	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							

APRIL								
		1		3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30					

_									
MAY									
				1	2	3			
4	5	6	7	8	9	10			
11	12	13	14	15	16	17			
18	19	20	SN	SC	WD	24			
25	н	27	28	29	30	31			

JUNE								
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30							

APPENDIX 10: DOL PAMPHLET 600

PAMPHLET No. 600

Title 36. Public Contracts AS 36.05

MINIMUM RATES OF PAY For Laborers and Mechanics

Effective April 1, 2024

Issue 48

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

Wage and Hour

CONSTRUCT CONNECTOR ROAD FOR CTHS AND TMS Mat-Su Borough School District || Purchasing Department || 690 Cope Indust

BID #B24-08 Palmer, Alaska 99645 || P. 93

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APPENDIX 10: DOL PAMPHLET 600



Department of Labor and Workforce Development

Office of the Commissioner

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

April 1, 2024

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2024.

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

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

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

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

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

Sincerely,

ochemine Muin

Catherine Muñoz Commissioner Designee

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APPENDIX 10: DOL PAMPHLET 600

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of <u>AS 36.05.070</u> 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's sureties are liable to the state or its political subdivision for excess costs for completing the work.

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) west of Livengood on the Elliot Highway, AK-2;

(2) on the Dalton Highway, AK-11;

(3) north of milepost 20 on the Taylor Highway, AK-5;

(4) east of Chicken on the Top of the World Highway; or

(5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

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

(1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and

(2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

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

In this chapter and in AS 36

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

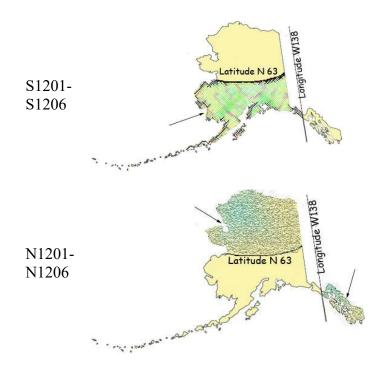
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

Director Alaska Department of Labor and Workforce Development Labor Standards and Safety Division Wage and Hour P.O. Box 111149 Juneau, AK 99811-1149 -or-Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

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

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

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

Anchorage

Juneau

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

Email: statewide.wagehour@alaska.gov PO Box 111149 Juneau, Alaska 99811 Phone: (907) 465-4842

Email: statewide.wagehour@alaska.gov Fairbanks

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

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code Classification of Laborers & Mechanics	BHR H	&W	PEN	TRN	Other	Benefits	THR
Boilermakers							
*See per diem note on last page							
A0101 Boilermaker (journeyman)	48.15 8	8.57	18.40	2.15	VAC 4.25	SAF 0.34	81.86
Bricklayers & Blocklayers							
*See per diem note on last page							
A0201 Blocklayer	42.01 9	9.00	10.20	0.62	L&M 0.20		62.03
Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter							
A0202 Tuck Pointer Caulker	42.01 9	9.00	10.20	0.62	L&M 0.20		62.03
Cleaner (PCC)							
A0203 Marble & Tile Finisher	35.84 9	9.00	10.20	0.62	L&M 0.20		55.86
Terrazzo Finisher							
A0204 Torginal Applicator	35.84 9	9.00	10.20	0.62	L&M 0.20		55.86
Carpenters, Region I (North of 63 latitude) *See per diem note on last page							
N0301 Carpenter (journeyman)	44.39 1	0.35	15.82	1.75	L&M 0.20		72.71
Lather/Drywall/Acoustical							
Carpenters, Region II (South of N63 latitude) *See per diem note on last page							
S0301 Carpenter (journeyman)	44.39 1	0.35	16.36	1.75	L&M 0.20	SAF 0.20	73.25
Lather/Drywall/Acoustical							
Cement Masons *See per diem note on last page							

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

	11(1)	Other Delix	efits THF
		L&M	
46.93 8.80 11.80	1.53	0.10	69.1
		L&M	
46.93 8.80 11.80	1.53	0.10	69.1
		T 2.M	
46.93 8.80 11.80	1.53	0.10	69.1
46.02 8 80 11 80	1 52		60.1
40.95 8.80 11.80	1.33	0.10	69.1
	46.93 8.80 11.80 46.93 8.80 11.80	46.93 8.80 11.80 1.53 46.93 8.80 11.80 1.53 46.93 8.80 11.80 1.53	L&M 46.93 8.80 11.80 1.53 0.10 46.93 8.80 11.80 1.53 0.10 L&M

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN	Other Benefits THR
ement Masons		
*See per diem note on last page		
		L&M
0404 Group IV, including:	46.93 8.80 11.80 1.53	0.10 69.16
Preparing, scratching and browsing of all ceilings and walls, finished		
with terrazo or tile		
Tunnel Worker		TONE
0405 Group V, including:	46.93 8.80 11.80 1.53	L&M 0.10 69.16
Casting and finishing		
EIFS Systems Finishing of all interior and exterior plastering		
Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)		
Gypsum, Portland Cement		
Kindred material and products		
Operation and control of all types of plastering machines, including		
power tools and floats, used by the industry		
Overcoating and maintenance of interior/exterior plaster surfaces		
Plasterer		
Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")		
Venetian plaster and color-integrated Italian/Middle-Eastern line plaster		
ulinary Workers		
		LEC
0501 Baker/Cook	29.95 7.53 8.83	LEG 46.31
John Baker/Cook	29.95 1.55 0.05	
0503 General Helper	25.92 7.53 8.83	LEG 42.28
0505 General Helper	23.92 1.33 8.83	42.20
Housekeeper		
Janitor		
Kitchen Helper		
0504 Head Cook	29.95 7.53 8.83	LEG 46.31
	29.95 1.55 0.05	
0505 11 111		LEG
0505 Head Housekeeper	26.20 7.53 8.83	42.56
Head Kitchen Help		
redgemen		
*See per diem note on last page		
		L&M
0601 Assistant Engineer	49.52 11.75 15.50 1.05	0.10 77.92
1001 Honsmit Englieer		
Craneman		

	APPENDIX 10: DOL PAMPHLE	T 600		
Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TR	N Other l	Benefits THR
Dredg	emen			
*	*See per diem note on last page			
40601	Assistant Engineer	49.52 11.75 15.50 1.0	L&M 05 0.10	77.92
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder			
40602	Assistant Mate (deckhand)	48.20 11.75 15.50 1.0	L&M 05 0.10	76.60
40603	Fireman	48.70 11.75 15.50 1.0	L&M 05 0.10	77.10
<u> 40605</u>	Leverman Clamshell	52.39 11.75 15.50 1.0	L&M 05 0.10	80.79
40606	Leverman Hydraulic	50.39 11.75 15.50 1.0	L&M 05 0.10	78.79
40607	Mate & Boatman	49.52 11.75 15.50 1.0	L&M 05 0.10	77.92
40608	Oiler (dredge)	48.70 11.75 15.50 1.0	L&M 05 0.10	77.10
Electri *	icians *See per diem note on last page			
	Inside Cable Splicer	48.94 14.40 14.36 0.9	L&M 05 0.25	LEG 0.15 79.05
A0702	Inside Journeyman Wireman, including:	48.94 14.40 14.36 0.9		LEG 0.15 79.05
	Technicians (including use of drones in electrical construction)			
40703	Power Cable Splicer	70.34 14.40 19.30 0.9		LEG 0.15 105.3
<u> 40704</u>	Tele Com Cable Splicer	54.03 14.40 18.02 0.9	L&M 05 0.25	LEG 0.15 87.80
A0705	Power Journeyman Lineman, including:	68.59 14.40 19.25 0.9		LEG 0.15 103.5
	Power Equipment Operator			
	Technician (including use of drones in electrical construction)			

Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator

A0706 Tele Com Journeyman Lineman, including:

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

L&M LEG

0.15 86.00

52.28 14.40 17.97 0.95 0.25

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Electricians *See per diem note on last page	
A0707 Straight Line Installer - Repairman	L&M LEG 52.28 14.40 17.97 0.95 0.25 0.15 86.00
A0708 Powderman	L&M LEG 66.59 14.40 19.19 0.95 0.25 0.15 101.53
A0710 Material Handler	L&M LEG 28.82 14.52 5.86 0.15 0.15 0.15 49.65
A0712 Tree Trimmer Groundman	L&M LEG 32.26 14.40 14.52 0.15 0.15 0.15 61.63
A0713 Journeyman Tree Trimmer	L&M LEG 41.32 14.40 14.79 0.15 0.15 0.15 70.96
A0714 Vegetation Control Sprayer	L&M LEG 44.92 14.40 14.90 0.15 0.15 0.15 74.67
A0715 Inside Journeyman Communications CO/PBX	L&M LEG 48.94 14.40 14.36 0.95 0.25 0.15 79.05
Elevator Workers *See per diem note on last page	
A0802 Elevator Constructor	L&M VAC 48.00 16.17 20.96 0.75 1.30 5.33 92.51
A0803 Elevator Constructor Mechanic	L&M VAC 68.57 16.17 20.96 0.75 1.30 7.61 115.36
Heat & Frost Insulators/Asbestos Workers	
*See per diem note on last page A0902 Asbestos Abatement-Mechanical Systems	IAF LML 41.35 9.24 11.12 1.50 0.14 0.05 63.40
A0903 Asbestos Abatement/General Demolition All Systems	Image: High state Image: High state Image: High state 41.35 9.24 11.12 1.50 0.14 0.05 63.40
A0904 Insulator, Group II	IAF LML 41.35 9.24 11.12 1.50 0.14 0.05 63.40
A0905 Fire Stop	IASE Size IAI2 IAI2 Other Oth
IronWorkers	
*See per diem note on last page A1101 Ironworkers, including:	L&M IAF 42.99 10.16 26.45 0.77 0.20 0.24 80.81

Class Code Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other l	Benefits	THR
IronWorkers					
*See per diem note on last page					
A1101 Ironworkers, including:	42.99 10.16 26.45	0.77	L&M 0.20	IAF 0.24	80.8
Bender Operators					
Bridge & Structural					
Hangar Doors					
Hollow Metal Doors					
Industrial Doors					
Machinery Mover					
Ornamental					
Reinforcing					
Rigger					
Sheeter					
Signalman					
Stage Rigger					
Toxic Haz-Mat Work					
Welder					
			L&M	IAF	
A1102 Helicopter	43.99 10.16 26.45	0.77	0.20	0.24	81.8
Helicopter (used for rigging and setting)					
Tower (energy producing windmill type towers to include nacelle and blades)					
A1103 Fence/Barrier Installer	39.49 10.16 26.45	0.77	L&M 0.20	IAF 0.24	77.3
		,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
A1104 Guard Rail Layout Man	40.23 10.16 26.45	0.77	L&M 0.20	IAF 0.24	78.05
			L&M	IAF	
A1105 Guard Rail Installer	40.49 10.16 26.45	0.77	0.20	0.24	78.3
Laborers (The Alaska areas north of N63 latitude and east of W138 lo	ongitude)				
*See per diem note on last page					
N1201 Group I, including:	38.25 9.95 21.51	1.65	L&M 0.30	LEG 0.20	71.86
Asphalt Worker (shovelman, plant crew) Brush Cutter					
Camp Maintenance Laborer					
Carpenter Tender or Helper					
Choke Setter, Hook Tender, Rigger, Signalman					
Concrete Labor (curb & gutter, chute handler, curing, grouting,					
screeding)					
Crusher Plant Laborer					
Demolition Laborer					
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancem		0 1 1	1/	C	1.

Class Code	Classification of Laborers & Mechanics	BHR	H&W	/ PEN	TRN	Other	Benefits	THR
abore	ers (The Alaska areas north of N63 latitude and east of W138 l	ongitud	e)					
*	See per diem note on last page							
						L&M	LEG	
1201	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.8
	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							
	NIGHT POINT OF MOTOR LOT LINGRATOR							

erosion and sediment control Laborer) Tank Cleaning Utiliwalk & Utilidor Laborer Watchman (construction projects)

Window Cleaner							
	20.25	0.05	21.51	1 (5		LEG	72.96
N1202 Group II, including:	39.25	9.95	21.51	1.65	0.30	0.20	72.86
Burning & Cutting Torch							
Cement or Lime Dumper or Handler (sack or bulk)							
Certified Erosion Sediment Control Lead (CESCL Laborer)							
Choker Splicer							
Chucktender (wagon, air-track & hydraulic drills)							
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
Culvert Pipe Laborer							
Cured Inplace Pipelayer							

Class Code Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

*See per diem note on last page							
202 Group II, including:	39.25	9.95	21.51	1.65	L&M 0.30		72.8
Environmental Laborer (asbestos, marine work)							
Floor Preparation, Core Drilling							
Foam Gun or Foam Machine Operator							
Green Cutter (dam work)							
Gunite Operator							
Hod Carrier							
Jackhammer/Chipping Gun or Pavement Breaker							
Laser Instrument Operator							
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
Mason Tender & Mud Mixer (sewer work)							
Pilot Car							
Pipelayer Helper							
Plasterer, Bricklayer & Cement Finisher Tender							
Powderman Helper							
Power Saw Operator							
Railroad Switch Layout Laborer							
Sandblaster							
Scaffold Building & Erecting							
Sewer Caulker							
Sewer Plant Maintenance Man							
Thermal Plastic Applicator							
Timber Faller, Chainsaw Operator, Filer							
Timberman							
					L&M	LEG	
203 Group III, including:	40.15	9.95	21.51	1.65	0.30	0.20	73.′
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)							
weiding Certified (in connection with laborer's work)					L&M	LEG	
204 Group IIIA	44 28	9 95	21.51	1 65	0.30	0.20	77.
			1	1.00	0.00	0.20	, , .
Asphalt Raker, Asphalt Belly Dump Lay Down							
Drill Doctor (in the field)							

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

Page 8

Class BHR H&W PEN TRN Other Benefits THR **Classification of Laborers & Mechanics** Code Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page L&M LEG N1204 Group IIIA 44.28 9.95 21.51 1.65 0.30 0.20 77.89 Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayers Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified L&M LEG 27.82 9.95 21.51 1.65 0.30 0.20 61.43 N1205 Group IV Final Building Cleanup Permanent Yard Worker L&M LEG N1206 Group IIIB 50.11 5.90 21.51 1.65 0.30 0.20 79.67 Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page L&M LEG 38.25 9.95 21.51 1.65 0.30 0.20 **S1201** Group I, including: 71.86 Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer Demolition Laborer Ditch Digger Dumpman Environmental Laborer (hazard/toxic waste, oil spill) Fence Installer Fire Watch Laborer

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

Flagman

Class Code	Classification of Laborers & Mechanics	BHR	H&W	V PEN	TRN	Other l	Benefits	THR
	ers (The area that is south of N63 latitude and west of W138 lo	ongitude)						
×	See per diem note on last page							
						L&M	LEG	
51201	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.8
	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							
~		20.55	0 0 -		1.6-	L&M		=0
51202	Group II, including:	<u> </u>	9.95	21.51	1.65	0.30	0.20	72.8

Cement or Lime Dumper or Handler (sack or bulk) Certified Erosion Sediment Control Lead (CESCL Laborer) Choker Splicer Chucktender (wagon, air-track & hydraulic drills) Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman) Culvert Pipe Laborer Cured Inplace Pipelayer Environmental Laborer (asbestos, marine work) Floor Preparation, Core Drilling Foam Gun or Foam Machine Operator Green Cutter (dam work) Gunite Operator Hod Carrier

Class	APPENDIX 10: DOL PAMPHLE					
Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other l	Benefits	TH
Laborers (The area that is south of N63 latitude and west of W138 longitude)						
:	*See per diem note on last page					
1202		20.25 0.05 21.51	1 65	L&M 0.30	LEG 0.20	72 6
1202	Group II, including:	39.25 9.95 21.51	1.05	0.30	0.20	72.8
	Jackhammer/Chipping Gun or Pavement Breaker					
	Laser Instrument Operator					
	Laying of Mortarless Decorative Block (retaining walls, flowered					
	decorative block over 4 feet - highway or landscape work)					
	Mason Tender & Mud Mixer (sewer work) Pilot Car					
	Pipelayer Helper					
	Plasterer, Bricklayer & Cement Finisher Tender					
	Powderman Helper					
	Power Saw Operator					
	Railroad Switch Layout Laborer					
	Sandblaster					
	Scaffold Building & Erecting					
	Sewer Caulker					
	Sewer Plant Maintenance Man					
	Thermal Plastic Applicator					
	Timber Faller, Chainsaw Operator, Filer					
	Timberman					
		40.15 0.05 01.51	1.65	L&M		70.5
1203	Group III, including:	40.15 9.95 21.51	1.65	0.30	0.20	73.7
	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)					
51204	Group IIIA	44.28 9.95 21.51	1.65	L&M 0.30	LEG 0.20	77.8
	Asphalt Raker, Asphalt Belly Dump Lay Down					
	Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air track drills					
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)					
	Pioneer Drilling & Drilling Off Tugger (all type drills)					
	Pipelayers					
	Dowdormon (Employee Doggogger)					

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

L&M 1.65 0.30	LEG 0.20 77.8
L&M 1.65 0.30	LEG 0.20 61.4
TON	LEC
1.65 0.30	LEG 0.20 79.6
L&M 1.10 0.20	0.25 76.1
L&M 1.10 0.20	0.25 77.1
L&M 1.08 0.07	63.8
L&M 1.08 0.07	64.3
	I=labor/mana tal hourly rate

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Painters, Region I (North of N63 latitude)	
*See per diem note on last page	
N1302 Group II, including:	L&M 38.35 9.77 15.10 1.08 0.07 64.37
Machine/Automatic Taping	
Pot Tender	
Sandblasting	
Specialty Painter	
Spray	
Structural Steel Painter	
Wallpaper/Vinyl Hanger	
N1304 Group IV, including:	43.74 9.77 18.21 1.05 0.05 72.82
Glazier	
Storefront/Automatic Door Mechanic	
N1305 Group V, including:	39.86 9.77 5.00 1.10 0.10 55.83
Carpet Installer	
Floor Coverer	
Heat Weld/Cove Base	
Linoleum/Soft Tile Installer	
N1306 Group VI, including:	70.00 10.79 5.00 1.10 0.10 86.99
Traffic Control Striper	
Painters, Region II (South of N63 latitude)	
*See per diem note on last page	
S1301 Group I, including :	L&M 34.47 9.77 16.45 1.08 0.07 61.84
Brush General Painter	
Hand Taping	
Hand Taping Hazardous Material Handler	
Lead-Based Paint Abatement	
Roll	
Spray	
S1302 Group II, including :	L&M 35.72 9.77 16.45 1.08 0.07 63.09
General Drywall Finisher	
Hand/Spray Texturing	
Machine/Automatic Taping	
Wallpaper/Vinyl Hanger	

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits TH
Painters, Region II (South of N63 latitude)	
*See per diem note on last page	
\$1303 Group III, including :	L&M 35.82 9.77 16.45 1.08 0.07 63.1
Bridge Painter	
Epoxy Applicator	
Industrial Coatings Specialist	
Pot Tender	
Sandblasting	
Specialty Painter	
Structural Steel Painter	
\$1304 Group IV, including:	L&M 43.95 9.77 17.25 1.08 0.07 72.1
Glazier	
Storefront/Automatic Door Mechanic	
\$1305 Group V, including:	L&M 39.86 9.77 5.00 1.10 0.10 55.8
Carpet Installer	
Floor Coverer	
Heat Weld/Cove Base	
Linoleum/Soft Tile Installer	
S1306 Group VI, including:	70.00 10.79 5.00 1.10 0.10 86.9
Traffic Control Striper	
Piledrivers	
*See per diem note on last page	
A1401 Piledriver	L&M IAF 44.39 10.35 15.82 1.75 0.20 0.20 72.7
Assistant Dive Tender	
Carpenter/Piledriver	
Rigger	
Sheet Stabber	
Skiff Operator	
1	L&M IAF
A1402 Piledriver-Welder/Toxic Worker	45.39 10.35 15.82 1.75 0.20 0.20 73.7
	L&M IAF
A1403 Remotely Operated Vehicle Pilot/Technician	48.70 10.35 15.82 1.75 0.20 0.20 77.0
Single Atmosphere Suit, Bell or Submersible Pilot	
	L&M IAF
A1404 Diver (working) **See note on last page	88.50 10.35 15.82 1.75 0.20 0.20 116.

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Piledrivers	
*See per diem note on last page	
	L&M IAF
A1405 Diver (standby) **See note on last page	48.70 10.35 15.82 1.75 0.20 0.20 77.02
	L&M IAF
A1406 Dive Tender **See note on last page	47.70 10.35 15.82 1.75 0.20 0.20 76.02
	L&M IAF
A1407 Welder (American Welding Society, Certified Welding Inspector)	49.95 10.35 15.82 1.75 0.20 0.20 78.27
Plumbers, Region I (North of N63 latitude)	
*See per diem note on last page	
	TOM COL
N1501 Journeyman Pipefitter	L&M S&L 47.16 12.20 18.45 1.75 1.20 80.76
Plumber Welder	
Plumbers, Region II (South of N63 latitude)	
*See per diem note on last page	
	L&M
S1501 Journeyman Pipefitter	44.25 12.38 15.27 1.55 0.20 73.65
Plumber	
Welder	
Plumbers, Region IIA (1st Judicial District)	
*See per diem note on last page	
	L&M
X1501 Journeyman Pipefitter	43.50 14.17 11.75 2.95 0.24 72.61
Plumber	
Welder	
Power Equipment Operators	
*See per diem note on last page	
	L&M
A1601 Group I, including:	50.39 11.75 15.50 1.05 0.10 78.79
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	
Cableways, Ingillines & Cabledis	

Class **Classification of Laborers & Mechanics** Code

BHR H&W PEN TRN Other Benefits THR

	Equipment Operators See per diem note on last page							
	See per diem note on last page							
1601	Group I, including:	50.39	911	1.75	15.50	1.05	L&M 0.10	78.
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	Grade Checker and/or Line and Grade including Drone							
	Helicopters							
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
	Hydro Ax, Feller Buncher & similar							
	Hydro Excavation (Vac-Truck and Similar)							
	Loaders (2 1/2 yards through 5 yards, including all attachments):							
	(a) Forklifts (with telescopic boom & swing attachment)							
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
	(c) Loaders, (with forks or pipe clamp)							
	(d) Loaders, (elevating belt type, Euclid & similar types)							
	Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
	Micro Tunneling Machine							
	Mixers: Mobile type with hoist combination							
	Motor Patrol Grader							
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
	Off-Road Hauler (including Articulating and Haul Trucks)							
	Operator on Dredges							
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
	Plant Operator (Asphalt & Concrete)							
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
	Remote Controlled Equipment							
	Scraper (through 40 yards)							

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefit	s THR
	* Equipment Operators *See per diem note on last page				
	See per diem note on last page				
<u>A1601</u>	Group I, including:	50.39 11.75 15.50	1.05	L&M 0.10	78.79
	Service Oiler/Service Engineer				
	Shot Blast Machine				
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)				
	Sideboom (under 45 tons)				
	Sub Grader (Gurries & similar types)				
	Tack Tractor				
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter				
	Wate Kote Machine				
				L&M	
A1602	Group IA, including:	52.39 11.75 15.50	1.05	0.10	80.79
	Camera/Tool/Video Operator (Slipline)				
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)				
	Cranes (over 45 tons or 150 feet including jib & attachments)				
	(a) Clamshells & Draglines (over 3 yards)				
	(b) Tower Cranes				
	Licensed Water/Waste Water Treatment Operator				
	Loaders (over 5 yards)				
	Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)				
	Power Plants (1000 k.w. & over)				
	Profiler, Reclaimer, and Roto-Mill				
	Quad				
	Scrapers (over 40 yards)				
	Screed				
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)				
	Sidebooms (over 45 tons)				
	Slip Form Paver, C.M.I. & similar types				
	Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)				
<u>A1603</u>	Group II, including:	49.52 11.75 15.50	1.05	L&M 0.10	77.92
	Boiler - Fireman				
	Cement Hogs & Concrete Pump Operator				
	Conveyors (except those listed in Group I)				
	Hoists on Steel Erection, Towermobiles & Air Tuggers				
	Horizontal/Directional Drill Locator				
	Locomotives, Rod & Geared Engines				
	Mixers				

Screening, Washing Plant

Class Code Classi	fication of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THR
<mark>Power Equipn</mark>	ient Operators				
*See per	diem note on last page				
A1603 Group II	, including:	49.52 11.75 15.50	1.05	L&M 0.10	77.92
Sideboo	om (cradling rock drill, regardless of size)				
	ng Machines (under 16 inches)				
	Vaste Water Treatment Operator				
water/	vaste water meatment Operator			L&M	
A1604 Group II	II, including:	48.70 11.75 15.50	1.05	0.10	77.10
*	- · · ·				
	me Trucks, Deck Winches				
	dier (tack or tow rig)				
•	Machine				
	, Power (sweeper, elevator, vacuum, or similar)				
Bump C					
Compre Example					
Farm T					
	, Industrial Type				
	ck or Winch Truck (with poles when used for hoisting) Air Tuggers, Elevators				
Loaders					
	vating-Athey, Barber Greene & similar types				
	klifts or Lumber Carrier (on construction job sites)				
. ,	klifts, (with tower)				
. ,	erhead & Front End, (under 2-1/2 yards)				
	otives: Dinkey (air, steam, gas & electric) Speeders				
	ics, Light Duty				
	wer Distribution				
	e Digger, Mechanical				
	man (power agitated)				
	Plant, Turbine Operator, (under 200 k.w.)				
Pumps,	- · · · · · · · · · · · · · · · · · · ·				
-	other than Asphalt)				
Saws, C					
Skid Hu	ıstler				
Skid Ste	eer (with all attachments)				
Stake H					
Straight	ening Machine				
Tow Tr	actor				
А1605 Group Г	V, including:	41.66 11.75 15.50	1.05	L&M 0.10	70.06

Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator

Code Classification of Laborers & Mechanics	BHR H&W	PEN	IKN	Other B	senerits	
Power Equipment Operators						
*See per diem note on last page						
				L&M		
A1605 Group IV, including:	41.66 11.75	15.50	1.05	0.10		70.0
Spotter						
Steam Cleaner						
Swamper (on trenching machines or shovel type equipment)						
Roofers						
*See per diem note on last page						
				L&M		
A1701 Roofer & Waterproofer	49.62 13.75	3.91	0.81	0.10	0.06	68.2
				L&M		
A1702 Roofer Material Handler	36.23 13.75	3.91	0.81	0.10	0.06	54.8
Sheet Metal Workers, Region I (North of N63 latitude)						
*See per diem note on last page						
				L&M		
N1801 Sheet Metal Journeyman	51.93 12.55	15.86	1.80	0.12		82.2
Air Balancing and duct cleaning of HVAC systems						
Brazing, soldering or welding of metals						
Demolition of sheet metal HVAC systems						
Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work						
Fabrication and installation of heating, ventilation and air conditioning ducts and equipment						
Fabrication and installation of louvers and hoods						
Fabrication and installation of sheet metal lagging						
Fabrication and installation of stainless steel commercial or industrial food service equipment						
HVAC-R Service Mechanic, servicing and maintaining HVAC-R						
Systems						
Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work						
Metal lavatory partitions						
Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work						
Sheet Metal shelving						
Sheet Metal venting, chimneys and breaching						
Skylight installation						
Sheet Metal Workers, Region II (South of N63 latitude)						
*See per diem note on last page						

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THF
	Metal Workers, Region II (South of N63 latitude)				
7	*See per diem note on last page				
S1801	Sheet Metal Journeyman	47.05 12.55 14.9	0 2.01	L&M 0.43	76.9
	Air Balancing and duct cleaning of HVAC systems				
	Brazing, soldering or welding of metals				
	Demolition of sheet metal HVAC systems				
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work				
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment				
	Fabrication and installation of louvers and hoods				
	Fabrication and installation of sheet metal lagging				
	Fabrication and installation of stainless steel commercial or industrial food service equipment				
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems				
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work				
	Metal lavatory partitions				
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work				
	Sheet Metal shelving				
	Sheet Metal venting, chimneys and breaching				
	Skylight installation				
Sprink	kler Fitters				
8	*See per diem note on last page				
	Sprinkler Fitter	54.01 11.45 18.2		L&M 0.25	84.4

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

lass ode Classification of Laborers & Mechanics	BHR H	&W PEN	TRN	Other Benefi	ts TH
irveyors					
*See per diem note on last page					
				L&M	
2006 Chain Person (for crews with more than 2 people)	43.46 1	2.98 14.14	1.25	0.10	71.9
ruck Drivers					
*See per diem note on last page					
				тем	
2101 Group I, including:	49 51 1	2.98 14.14	1 25	L&M 0.10	77.9
2101 Group I, meluding.	47.51 I	2.70 14.14	1.23	0.10	11.)
Air/Sea Traffic Controllers					
Ambulance/Fire Truck Driver (EMT certified)					
Boat Coxswain					
Captains & Pilots (air & water)					
Deltas, Commanders, Rollagons, & similar equipment (when pulling					
sleds, trailers or similar equipment)					
Dump Trucks (including articulating end dumps, rockbuggy, side dump,					
belly dump, & trucks with pups) over 40 yards up to & including 60 yard Fueler	ls				
Helicopter Transporter					
Liquid Vac Truck/Super Vac Truck					
Material Coordinator or Purchasing Agent					
Oil Distributor Truck					
Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to					
be negotiated)					
Semi with Double Box Mixer					
Tireman, Medium Duty (Truck Tires up to 1200-24")					
Water Wagon (250 Bbls and above)					
				L&M	
2102 Group 1A including:	50.92 1	2.98 14.14	1.25	0.10	79.3
Dump Trucks (including rockbuggy, side dump, belly dump & trucks					
with pups) over 60 yards up to & including 100 yards (over 100 yards to					
be negotiated)					
Jeeps (driver under load)					
Lowboys, including tractor attached trailers & jeeps, up to & including					
12 axles (over 12 axles or 150 tons to be negotiated)					
Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)					
				L&M	
2103 Group II, including:	48.10 1	2.98 14.14	1.25	0.10	76.5
All Deltas, Commanders, Rollagons, & similar equipment					
Batch Trucks (8 yards & up)					
Batch Trucks (up to & including 7 yards)					
Boom Truck/Knuckle Truck (over 5 tons)					
Boom Truck/Knuckle Truck (over 5 tons) Cacasco Truck/Heat Stress Truck					

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Bo	enefits THR
Truck	Drivers						
*	See per diem note on last page						
<u>A2103</u>	Group II, including:	48.10	12.98	14.14	1.25	L&M 0.10	76.57
	Dump Trucks (including articulating end dump, rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons) Mechanics Partsman Ready-mix (up to & including 12 yards)	:					
	Stringing Truck						
	Turn-O-Wagon or DW-10 (not self loading)					L&M	
A2104	Group III, including:	47.19	12.98	14.14	1.25	0.10	75.66
	 belly dump, & trucks with pups) over 10 yards up to & including 20 yards Expeditor (electrical & pipefitting materials) Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under) Greaser - Shop Semi or Truck & Trailer Thermal Plastic Layout Technician Traffic Control Technician Trucks/Jeeps (push or pull) 	i					
						L&M	
A2105	Group IV, including:	46.55	12.98	14.14	1.25	0.10	75.02
	Air Cushion or similar type vehicle All Terrain Vehicle Buggymobile Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons) Bus Operator (over 30 passengers) Cement Spreader, Dry Combination Truck-Fuel & Grease Compactor (when pulled by rubber tired equipment) Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards Dumpster Expeditor (general) Fire Truck/Ambulance Driver						

Flat Beds, Dual Rear Axle

Foam Distributor Truck Dual Axle

Front End Loader with Fork

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Truck Drivers	
*See per diem note on last page	
A2105 Group IV, including:	L&M 46.55 12.98 14.14 1.25 0.10 75.02
Grease Truck	
Hydro Seeder, Dual Axle	
Hyster Operators (handling bulk aggregate)	
Loadmaster (air & water operations)	
Lumber Carrier	
Ready-mix, (up to & including 7 yards)	
Rigger (air/water/oilfield)	
Tireman, Light Duty	
Track Truck Equipment	
Truck Vacuum Sweeper	
Warehouseperson	
Water Truck (Below 250 Bbls)	
Water Truck (straight)	
Water Wagon, Semi	
	L&M
A2106 Group V, including:	45.70 12.98 14.14 1.25 0.10 74.17
Buffer Truck	
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & S	wing
Attachments (up to & including 5 tons)	wing
Bus Operator (up to 30 passengers)	
Farm Type Rubber Tired Tractor (when material handling	or nulling
wagons on a construction project)	
Flat Beds, Single Rear Axle	
Foam Distributor Truck Single Axle	
Fuel Handler (station/bulk attendant)	
Gear/Supply Truck	
Gravel Spreader Box Operator on Truck	
Hydro Seeder, Single Axle	
Pickups (pilot cars & all light-duty vehicles)	
Rigger	
Swamper	
Tack Truck (welders/gear)	
Team Drivers (horses, mules, & similar equipment)	
Tunnel Workers, Laborers (The Alaska areas north of No	63 latitude and east of W138 longitude)
*See per diem note on last page	is facture and east of w 150 longitude)
	L&M LEG
N2201 Group I, including:	42.08 9.95 21.51 1.65 0.30 0.20 75.69

Brakeman Mucker

BHR H&W PEN TRN Other Benefits THR

						L&M	LEG	
N2201	Group I, including:	42.08	9.95	21.51	1.65	0.30	0.20	75.6
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker -							
	erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer					L&M	LEC	
N2202	Group II, including:	43.18	9.95	21.51	1.65	0.30	0.20	76.7
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper						LEG	
J2203	Group III, including:	11 17	0.05	21.51	1.65	L&M 0.30	LEG 0.20	77.7
12203		44. 1/	9.95	21.31	1.05	0.50	0.20	//./
	Miner							
	Retimberman						LEG	
N2204	Group IIIA, including:	48.71	9.95	21.51	1.65	L&M 0.30	LEG 0.20	82.3
	• • • • • • • • • • • • • • • • • • •							
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills,							
	hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							
N2206	Group IIIB, including:	55.12	5.90	21.51	1.65	L&M 0.30	LEG 0.20	84.6
	Driller (including, but not limited to wagon drills, air-track drills,							
	hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

Class Code	Classification of Laborers & Mechanics	BHR I	H&W	PEN	TRN	Other I	Benefits	5 THF
<mark>`unne</mark>	el Workers, Laborers (The area that is south of N63 latitude and	west of	<mark>W13</mark>	<mark>8 long</mark>	<mark>jitude</mark>))		
k	*See per diem note on last page							
52201	Group I, including:	42.08	9.95	21.51	1.65	L&M 0.30	LEG 0.20	75.6
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
						L&M		
52202	Group II, including:	43.18	9.95	21.51	1.65	0.30	0.20	76.7
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
52203	Group III, including:	44.17	9.95	21.51	1.65	0.30	0.20	77.7
	Miner							
	Retimberman							
						L&M	LEG	
52204	Group IIIA, including:	48.71	9.95	21.51	1.65	0.30	0.20	82.3
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
52206	Group IIIB, including:	55.12	5.90	21.51	1.65	0.30	0.20	84.6
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade,							
	GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours))						
							ement fun	

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other B	enefits	THR
	Workers, Laborers (The area that is south of N63	latitude and west of W138 long	<mark>itude</mark>))		
*	See per diem note on last page					
S2206	Group IIIB, including:	55.12 5.90 21.51	1.65	L&M 0.30	LEG 0.20	84.68
	Stake Hopper					
	I Workers, Power Equipment Operators See per diem note on last page					
A2207	Group I	55.43 11.75 15.50	1.05	L&M 0.10		83.83
A2208	Group IA	57.63 11.75 15.50	1.05	L&M 0.10		86.03
A2209	Group II	54.47 11.75 15.50	1.05	L&M 0.10		82.87
A2210	Group III	53.57 11.75 15.50	1.05	L&M 0.10		81.97
A2211	Group IV	45.83 11.75 15.50	1.05	L&M 0.10		74.23

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

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

APPENDIX 10: DOL PAMPHLET 600

Shipyard Rates Addendum

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

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

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

APPENDIX 11: GRAVEL SOURCE VERIFICATION FORM



MATANUSKA-SUSITNA BOROUGH Planning and Land Use Department Development Services Division

350 East Dahlia Avenue • Palmer, AK 99645 Phone (907) 861-7822 • Fax (907) 861-8158 E-mail: permitcenter@matsugov.us www.matsugov.us

Contractor's Earth Materials Extraction Source Report for MSB Construction and Maintenance Projects

Location of Extraction Source:		Contract or Purchase Order #
MSB Tax ID#		
Street Address:		
Facility / Business Name:		
Point of Contact for Extraction Source:		
Contractor Contact Information:		
Business Name:	Email:	
Point of Contact:	Phone:	
Mailing		
Description: What type(s) of material is being extracted?		
Total cubic yards to be extraction per year:		
Total projected cubic yards to be extracted:		
What is the final year extraction will occur?:		
Will extraction activities occur within four feet of the seasonal high	water table?	<u> </u>

Contactor Statement:

The information submitted in this form is true and accurate to the best of my knowledge.

Contractor Signature

Printed Name

Date

APPENDIX 11: GRAVEL SOURCE VERIFICATION FORM

FOR INTERNAL USE ONLY, TO BE COMPLETED BY MSB STAFF.					
Contract or Purchase Order #:					
MSB Development Services Division has found the proposed extraction site:					
□ Has been granted pre-existing legal nonconforming status (MSB 17.30.025)					
□ Has been granted an Administrative Permit by the Planning Director (MSB 17.30.030(A)(1))					
□ Has been granted a Conditional Use Permit by the Planning Commission (MSB 17.30.030(A)(2))					
□ Has be designated an Interim Materials District (MSB 17.28)					
Permit #:					
Does not require a permit (MSB 17.30.020) for the following reason(s):					
□ Requires a permit, but does not have one.					
\Box An application for an extraction permit has been submitted for the proposed extraction site with an estimated decision date of					
*Please note that there is no guarantee the requested permit will be approved.					
□ Other:					
Reviewer Signature Printed Name & Title Date					

APPENDIX 11: GRAVEL SOURCE VERIFICATION FORM

