

# **CAPITAL TRANSIT VALLEY TRANSFER STATION**

## **VOLUME I of III**

**Contract No. BE20-268**

File No. 1874



**ENGINEERING DEPARTMENT**

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**SECTION 00030 NOTICE INVITING BIDS**

**OBTAINING CONTRACT DOCUMENTS.** The Contract Documents are entitled:

**Capital Transit Valley Transfer Station  
Contract No. BE20-268**

The Contract Documents may be downloaded from the CBJ Engineering Department Current Bids and RFPs webpage at: <https://juneau.org/engineering-public-works/current-bids-and-rfps>

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on May 21, 2021, via teleconference. The object of the conference is to acquaint Bidders with the bid documents and site conditions. Prospective bidders intending to participate shall email [contracts@juneau.org](mailto:contracts@juneau.org) by 4:30 p.m., May 20, 2021, to obtain the call-in instructions.

**DESCRIPTION OF WORK.** This Project consists of Construction of a new bus transfer station with a driver breakroom building, rider shelters, a multiuse path and a parking lot. WORK will include new water and sewer services to the breakroom, a new storm drain system, earthwork, concrete flatwork and asphalt paving. WORK will also include coordination with the local utilities to relocate the existing overhead utilities underground.

**COMPLETION OF WORK.** The WORK must be completed by May 14, 2022.

**DEADLINE FOR BIDDER QUESTIONS:** 4:30 p.m. on May 26, 2021.

**DEADLINE FOR BIDS:** Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on June 3, 2021**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified. Bidders may attend this bid opening on the conference call line 907-713-2140, with participant code 258358.

Bid documents delivered in person or by **courier** service must be delivered to:

**PHYSICAL LOCATION:**  
City and Borough of Juneau, Purchasing Division  
105 Municipal Way, Room 300  
Juneau, AK 99801

Bid documents delivered by **U.S. Postal Service** must be mailed to:

**MAILING ADDRESS:**  
City and Borough of Juneau, Purchasing Division  
155 South Seward Street  
Juneau, AK 99801

**SECTION 00030 NOTICE INVITING BIDS**

**Please affix the label below to outer envelope in the lower left hand corner.**

<b>IMPORTANT NOTICE TO BIDDER</b>		
<b>To submit your Bid:</b>		
1. Print your company name and address on the upper left corner of your envelope.		
2. <b>Complete this label and place it on the lower left corner of your envelope.</b>		
<b>S E A L E D</b>	<b>BID NUMBER: <u>BE20-268</u></b>	<b>B I D</b>
	<b>SUBJECT: <u>Capital Transit Valley Transfer Station</u></b>	
	<b>DEADLINE DATE:</b>	
	<b><u>PRIOR TO 2:00PM ALASKA TIME</u></b>	

**Mailing/delivery times to Alaska may take longer than other areas of the U.S.** Late bids will not be accepted and will be returned.

**SITE OF WORK.** The site of the WORK is Tract M-3A, A subdivision of Tract M-3, Mendenhall Mall Subdivision, within U.S.S. 381, Juneau Recording District, Alaska.

**BIDDING, CONTRACT, or TECHNICAL QUESTIONS.** All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Greg Smith, Contract Administrator  
CBJ Engineering Department, 3<sup>rd</sup> Floor, Marine View Center  
Email: [greg.smith@juneau.org](mailto:greg.smith@juneau.org)  
Telephone: (907) 586-0800 ext. 4194  
Fax: (907) 586-4530

**DBE GOAL.** The Disadvantaged Business Enterprise goal for this project is 5.92%.

**BID SECURITY.** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5% percent of the Bid, payable to the City and Borough of Juneau, Alaska, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

**CONTRACTOR'S LICENSE.** All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award.

**BID TO REMAIN OPEN.** The Bidder shall guarantee the Bid for a period of 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 Days.

**SECTION 00030 NOTICE INVITING BIDS**

**OWNER'S RIGHTS RESERVED.** The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

**OWNER: City and Borough of Juneau**

By:   
\_\_\_\_\_  
Greg Smith, Contract Administrator

5/10/2021  
Date

**END OF SECTION**

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**1.0 DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

### **2.0 INTERPRETATIONS AND ADDENDA.**

A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

**3.0 FAIR COMPETITION.** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

**4.0 RESPONSIBILITY OF BIDDERS.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

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- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit all completed documents as required and specified on the Bid Form, Section 00300.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

**5.0 NON-RESPONSIVE BIDS.** Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.
- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

authorized alternate pay items.

- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.
- J. Failure to submit all completed documents as required and specified on the Bid Form, Section 00300.

### 6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder before submitting a Bid:

- A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
  - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,
  - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
  - 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
  - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

### 7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon

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which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

### 8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow Bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in



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Section 00300 – Bid.

- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

**9.0 QUANTITIES OF WORK.** The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

**10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** Substitution requests are not accepted during the bidding process. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

**11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, emailed, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope with the Bid

**12.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the Base Bid, plus the amount of alternate Bids, if any, which total to the maximum amount for which the CONTRACT could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

**13.0 RETURN OF BID SECURITY.** The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied and Bid security bonds will be appropriately discarded.

**14.0 DISCREPANCIES IN BIDS.** In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are Unit Price Pay Items in a Bid Schedule and the "amount" indicated for a Unit Price Bid Item does not equal the product of the Unit Price and quantity, the Unit Price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

### **15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER. **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened.** Submitted Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

**FAX DISCLAIMER:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

- B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

**16.0 WITHDRAWAL OF BID.** Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

### **17.0 AWARD OF CONTRACT.**

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

### **18.0 EXECUTION OF AGREEMENT.**

- A. All Bids of value greater than \$1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

**19.0 LIQUIDATED DAMAGES.** Provisions for liquidated damages if any, are set forth in Section 00500 - Agreement.

### **20.0 FILING A PROTEST.**

- A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5215 for a copy of the ordinance.

B. Late protests shall not be considered by the CBJ Purchasing Officer.

**21.0 CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:** Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than *seven business days* following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

**22.0 PERMITS AND LICENSES.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

CITY AND BOROUGH OF JUNEAU  
PURCHASING DIVISION  
FAX NO. 907-586-4561

**BID MODIFICATION FORM**

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

Modification Page \_\_\_\_ of \_\_\_\_

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by the OWNER. Bidder may use multiple modification pages if required.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>MODIFICATIONS TO UNIT PRICE OR LUMP SUM (<i>indicate +/-</i>)</b>

**Bid Total Increase or Decrease: \$ \_\_\_\_\_**

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

\_\_\_\_\_  
**Responsible Party Signature**

\_\_\_\_\_  
**Printed Name (must be an authorized signatory for Bidding Firm)**

**END OF SECTION**

**SECTION 00300 - BID**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

**Capital Transit Valley Transfer Station  
Contract No. BE20-268**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

**Give number and date of each Addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.**

**SECTION 00300 - BID**

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____ Title: _____
Telephone No: _____	Address: _____ (Street or P.O. Box)
Fax No: _____	_____ (City, State, Zip)
E-mail: _____	

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:

- Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- Contractor Financial Responsibility, Section 00370
- Bidder's Registration form for the Prime Contractor, Section 00420, Page 6
- Certification Regarding Lobbying, Section 00440
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for the Prime Contractor, Section 00450
- Buy America Certification, Section 00460

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the *fifth business day* following the date of the Posting Notice.

- Subcontractor Report, Section 00360
- Bidder's Registration form for each Subcontractor, Section 00420, Page 6
- DBE Utilization Report, Section 00420, if DBE goals are not achieved, the Contact Reports, Section 00420, and Summary of Good Faith Efforts, Section 00420, is required.
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for each subcontractor, Section 00450

The apparent low Bidder who fails to submit the completed documentation by the time specified, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.

**SECTION 00300 - BID**

11. The successful Bidder will be required to submit, *within ten Days (calendar)* after the date of the “Notice of Intent to Award” letter, the following executed documents:
- Agreement Forms, Section 00500
  - Performance Bond, Section 00610
  - Payment Bond, Section 00620
  - Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

**END OF SECTION**



## SECTION 00310 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	LUMP	SUM		
1530.1	Removal of the Existing Bus Shelter	Lump Sum	All Req'd	LUMP	SUM		
1530.2	Utility Undergrounding Coordination	Lump Sum	All Req'd	LUMP	SUM		
1550.1	Traffic Control	Lump Sum	All Req'd	LUMP	SUM		
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	LUMP	SUM		
2201.1	Clearing and Grubbing	Lump Sum	All Req'd	LUMP	SUM		
2202.1	Excavation	CY	6,089				
2202.2	Shot Rock Borrow	CY	933				
2202.3	Mining Area Restoration and Road Cleaning Guarantee	Contingent Sum	All Req'd	CONTINGENT	SUM	\$5,000	00
2202.4	Sideslopes and Ditch Grading	Lump Sum	All Req'd	LUMP	SUM		
2204.1	2-Inch Minus Shot Rock w/Base Course	CY	1,508	LUMP	SUM		
2204.2	Rock Chips	CY	119				
2401.1	Sanitary Sewer Service	Lump Sum	All Req'd	LUMP	SUM		
2402.1	Sanitary Sewer Manhole	Lump Sum	All Req'd	LUMP	SUM		
2501.1	6-Inch PVC Pipe Culvert	LF	75				
2501.2	8-Inch HP PVC Pipe Culvert	LF	97				
2501.3	12-Inch HP PVC Pipe Culvert	LF	316				
2501.4	12-Inch CPP Pipe Culvert	LF	641				
2501.5	18-Inch CPP Pipe Culvert	LF	147				
2501.6	Riverside Drive Crossing	Lump Sum	All Req'd				
2502.1	Catch Basin, Type III	Each	14				
2502.2	Catch Basin, Type IV	Each	3				
2605.1	Water Service	Lump Sum	All Req'd	LUMP	SUM		
2702.1	Construction Surveying	Lump Sum	All Req'd				
2709.1	Topsoil	CY	62	LUMP	SUM		
2710.1	Seeding, Hydraulic Method, Type III	SY	594	LUMP	SUM		
2714.1	Filter Cloth, Type A	SY	1,144	LUMP	SUM		
2718.1	Sign Assemblies	Lump Sum	All Req'd	LUMP	SUM		
2720.1	Painted Traffic Markings	Lump Sum	All Req'd	LUMP	SUM		
2801.1	A.C. Pavement, Type II-A, Class B	Ton	907	LUMP	SUM		
2806.1	Removal Existing Asphalt Surfacing	SY	650				
3302.1	Concrete Area Drain	Each	2				
3302.2	Concrete Headwall	Each	2				
3302.3	Concrete Headwall with Hinged Trash Rack	Each	1				
3303.1	Concrete Sidewalk 4-Inches Thick	SY	760				
3303.2	Curb and Gutter, Type I	LF	2,152				
3303.3	Valley Gutter, Type III	LF	142				
3303.4	Detectable Tile	SF	72				

**SECTION 00310 - BID SCHEDULE**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
3304.1	Removal of Curb and Gutter	LF	67				
265600.1	Site Lighting	Lump Sum	All Req'd	LUMP	SUM		
265700.1	Camera System	Lump Sum	All Req'd	LUMP	SUM		
323300.1	Benches	Each	6				
323300.2	Bicycle Lockers	Lump Sum	All Req'd	LUMP	SUM		
323300.3	Bus Transit Shelters	Each	3				
323300.4	Trash Receptacle w/Ash Trays	Each	3				
323300.5	Breakroom Building	Lump Sum	All Req'd	LUMP	SUM		
346013.1	Vehicle Charging Stations	Lump Sum	All Req'd	LUMP	SUM		
346013.2	Future Bus Charging Infrastructure	Lump Sum	All Req'd	LUMP	SUM		

**TOTAL BID: \$** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SECTION 00320 - BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto THE CITY AND BOROUGH OF JUNEAU hereinafter called  
"OWNER," in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, (not less than five percent of the total amount of the Bid) for the  
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under  
the Bid Schedule of the OWNER's Contract Documents entitled.

**Capital Transit Valley Transfer Station  
Contract No. BE20-268**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written  
Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates  
of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by  
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit,  
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL) \_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**END OF SECTION**

**SECTION 00360 - SUBCONTRACTOR REPORT**

**LIST OF SUBCONTRACTORS (AS 36.30.115)**

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract *on the fifth business day* following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. *If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below.*

<u>SUBCONTRACTOR</u>	<sup>1</sup> AK Contractor License No.	<sup>1</sup> Contact Name	Type of	Contract	✓ if DBE
<u>ADDRESS</u>	<sup>2</sup> AK Business License No.	<sup>2</sup> Phone No.	<u>Work</u>	<u>Amount</u>	
1. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

\_\_\_\_\_  
CONTRACTOR, Authorized Signature

\_\_\_\_\_  
CONTRACTOR, Printed Name

\_\_\_\_\_  
COMPANY

## SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the OWNER;
  6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
  7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Bidder's labor agreement; or
  9. is determined by the OWNER not to be responsible.
  10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
  2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list all Subcontractors anticipated to perform WORK on the project.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

**END OF SECTION**

**SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY**

To be considered, all bidders must complete and include this form *at the time of the deadline for bids*. Attach additional sheets as necessary to respond to questions.

**PROJECT:** BE20-268 Capital Transit Valley Transfer Station

As the General Contractor on this project, I intend to subcontract \_\_\_\_\_% of the total value of this contract.

**A. EXPERIENCE**

1. Have you ever failed to complete a contract due to insufficient resources?

No  Yes If YES, explain:

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

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3. Have you had previous construction contracts or subcontracts with the City and Borough of Juneau?

Yes  No

4. Describe your most recent or current contract, its completion date, and scope of work:

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

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**SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY**

6. Per Alaska Statute 36.90.210, on previously awarded public contracts (including contracts still in progress), have you ever failed to pay a subcontractor or material supplier within eight working days after receiving payment from the Owner (for projects occurring within the last 3 years)?

Yes       No      If yes, please attach a detailed explanation for each occurrence.

**B. EQUIPMENT**

1. Describe below, and/or as an attachment, the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE

2. Do you propose to purchase any equipment for use on this project not listed on table B-1?

No     Yes    If YES, describe type, quantity, and approximate cost:

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3. Do you propose to rent any equipment for this work not listed on table B-1?

No     Yes    If YES, describe type and quantity:

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**SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY**

4. Is your bid based on firm offers for all materials necessary for this project?

Yes  No If NO, please explain:

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SECTION 00400 – FTA CONTRACT PROVISIONS

### CITY & BOROUGH OF JUNEAU

## REQUIRED CONTRACT PROVISIONS for FEDERAL-AID (FTA) CONTRACTS for CONSTRUCTION

### 1. No Government Obligation to Third Parties

a. CBJ and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CBJ, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

### 2. Program Fraud and False or Fraudulent Statements or Related Acts.

a. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on te CONTRACTOR to the extent the Federal Government deems appropriate.

b. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on CONTRACTOR, to the extent the Federal Government deems appropriate.

c. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

### 3. Access to Records

CONTRACTOR agrees to provide CBJ, the FTA Administrator, the Comptroller General of the United States, the Alaska Department of Transportation and Public Facilities, or any of their authorized representatives access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, CONTRACTOR agrees to maintain all books, records, accounts and reports required under this

## SECTION 00400 – FTA CONTRACT PROVISIONS

contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

### 4. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

### 5. Civil Rights

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal

## SECTION 00400 – FTA CONTRACT PROVISIONS

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### 6. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CBJ request, which would cause CBJ to be in violation of the FTA terms and conditions.

### 7. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

### 8. Government wide Debarment and Suspension

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by CBJ. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to CBJ, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 9. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, CONTRACTOR must promptly notify CBJ so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

## SECTION 00400 – FTA CONTRACT PROVISIONS

### 10. Lobbying Restrictions

CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

### 11. Buy America

CONTRACTOR agrees to comply with 49 U.S.C. §5323(j) and 49 C.F.R. Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and includes microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### 12. Clean Air

- a. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### 13. Clean Water

- a. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## SECTION 00400 – FTA CONTRACT PROVISIONS

### 14. Cargo Preference - Use of United States- Flag Vessels

To the extent applicable, the contractor agrees to comply with 46 U.S.C. §55305 and 46 C.F.R. Part 381 which includes, but is not limited to:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### 15. Fly America Requirements

CONTRACTOR agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. §§ 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### 16. Davis-Bacon and Copeland Anti-Kickback Acts

CONTRACTOR agrees to comply and assure compliance of each third party contractor and each subcontractor at any tier of the project with the following Federal laws and regulations providing protections for their employees:

- a. **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or

## SECTION 00400 – FTA CONTRACT PROVISIONS

mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

## SECTION 00400 – FTA CONTRACT PROVISIONS

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

(iv) If CONTRACTOR does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

b. **Withholding** - CBJ shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including

## SECTION 00400 – FTA CONTRACT PROVISIONS

apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, CBJ may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to CBJ for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

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

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



## SECTION 00400 – FTA CONTRACT PROVISIONS

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of Title 31 of the United States Code.

(iii) CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

**d. Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

## SECTION 00400 – FTA CONTRACT PROVISIONS

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

e. **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

f. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

g. **Contract termination: debarment** - A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

h. **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

## SECTION 00400 – FTA CONTRACT PROVISIONS

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **17. Contract Work Hours and Safety Standards Act**

CONTRACTOR agrees to comply with and assure compliance by subcontractors and other project participants for construction employees with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

CONTRACTOR further agrees to comply with and assure compliance by other project participants for nonconstruction employees with the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and safety Standards Act),” 29 C.F.R. Part 5.

### **18. Veterans Preference**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the contractor agrees and assures that it and its subcontractors will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the contract.

This does not require the contractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **19. Seismic Safety**

CONTRACTOR agrees that they will comply with 42 U.S.C. §7701 et seq. in accordance with Executive Order No. 12699 as well as with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **20. Recycled Products**

To the extent applicable, CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

## **SECTION 00400 – FTA CONTRACT PROVISIONS**

### **21. Accessibility**

CONTRACTOR agrees to comply with 49 U.S.C. §5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act, as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, a amended, 42 U.S.C. §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent the FTA approves otherwise in writing.

**END OF SECTION**

## SECTION 00420 – DBE GOALS

### Disadvantaged Business Enterprise (DBE) Requirements

This information will assist you in meeting the CBJ's Disadvantaged Business Enterprise (DBE) requirements. For simplicity, many of the regulations have been paraphrased; however, the actual laws apply and are incorporated by reference.

The CBJ shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. CBJ shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.

The CBJ's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the CBJ of its failure to carry out its approved program, USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The CONTRACTOR, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The CONTRACTOR agrees to pay each Subcontractor under this Contract for satisfactory performance of its contract no later than 8 days from the receipt of each payment the CONTRACTOR receives from the CBJ. Payment shall not be delayed or withheld from any Subcontractor without prior written approval from the CBJ Project Manager. The CONTRACTOR agrees further to return retainage payments to each Subcontractor within 8 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER. This clause applies to both DBE and non-DBE Subcontractors.

The CONTRACTOR agrees to comply with AS 36.90.210.

**General Requirements.** For your Bid to be considered or your Contract approved, all Bidders, CONTRACTORS, and Subcontractors must:

- complete the Bidder's Registration Form for the CONTRACTOR
- comply with the CBJ's DBE requirements;
- review applicable regulations, (49CFR Part 26);
- use good faith efforts in soliciting and achieving DBE participation; and
- complete the DBE Utilization Report.

**Summary of Goals.** At least **5.92%** of the value of this contract must go to Disadvantaged Business Enterprises.

For assistance with DBE requirements, contact the Contract Administrator, Greg Smith, at (907)586-0873. The office is located in the Engineering Department of the City and Borough of Juneau, 155 South Seward Street, Juneau, Alaska 99801, FAX: (907) 586-0897.

## SECTION 00420 – DBE GOALS

**A. Who is eligible as a DBE?** To qualify as a DBE, the firm must meet the federal eligibility requirements of 49 CFR 26. This means the firm must be **small, independent and at least 51% owned by minorities, women, or disadvantaged persons. The qualifying owner must control the business enterprise's day-to-day operations.**

The proposed DBE must be certified by the State of Alaska DOT&PF at the time of the bid opening

The DBE may act as a prime CONTRACTOR, Subcontractor, joint venture partner, or supplier. To be counted toward a goal the DBE must perform a commercially useful function (see D of this section).

**B. DBE % Goals.** To calculate the minimum dollar value for DBE participation, multiply the total contract bid price (including additives or alternates, if any) by the goal percentage.

**C. How to obtain DBE participation.** Prior to the scheduled pre-bid conference, solicit DBE participation to meet the goal, even if your firm is capable of doing all the work. Prior to bid opening, you must meet the goal or prove good faith efforts to meet the DBE goal. Good faith efforts include, but are not limited to the following:

- Advertise subcontracting opportunities in newspapers, trade publications and minority-focus media. Contact local minority organizations and other agencies that recruit and place DBEs. (Organization contact lists are available upon request.)
- Review and use the directories of certified DBEs available from the State of Alaska Department of Transportation and Public Facilities Civil Rights Office. Contact them at (800) 770-6236.
- Solicit DBEs in Juneau, Southeast Alaska, Alaska, and if necessary in the Pacific Northwest and other areas. You are encouraged to use Juneau-area DBE firms when possible.
- Contact specific DBEs in writing, giving enough time for effective participation. Follow-up initial contacts. Execute subcontracts in a timely manner.
- Break down contracts into units that allow DBE participation and will increase your ability to meet the goals. This may include portions of work normally reserved for your firm.
- Negotiate in good faith with DBEs for specific sub-bids. Do not reject them as unqualified without a thorough investigation of their capabilities. Bids by DBEs must only be **reasonable**, not low. A reasonable price is one that would be accepted if it were the only offer.
- Either waive the requirements or help DBEs to obtain bonding, credit lines or insurance.
- Provide DBEs with information about the plans, specifications and requirements of the contract.
- Attend the pre-bid conference to review DBE and EEO requirements.

**D. How to count DBE participation.** The goal for DBE participation must be met, even if you can perform the entire contract. If your firm is a DBE, you will be credited for that portion of the contract for which you perform a commercially useful function and that portion subcontracted to other disadvantaged firms. For example, if a DBE prime CONTRACTOR proposes to perform 60% of a Project quoted at \$500,000.00 and subcontracts 20% to a majority firm and 20% for another DBE, participation will be 80% for DBEs in the project (60 + 20) or \$400,000.00.

## SECTION 00420 – DBE GOALS

Joint Venture. You may submit a joint venture bid with a DBE for the construction services required in the plans and specifications. The DBE partner must already be certified by the ADOT&PF. The portion of the total dollar value of a contract equal to the percentage of the ownership, control and performance of work by the DBE partner in the joint venture agreement will count toward goal attainment. Where the percentage differs for these three elements, participation shall be measured by the percentage of work performed by the DBE partner. For example, if a joint venture proposes to perform 100% of a project quoted at \$500,000, and 40% of the work is performed by the DBE partner, participation will be credited as 40% of the work or \$200,000. Another typical example would be the same joint venture proposing to perform 80% of a project quoted at \$500,000, and 20% of the ownership, control, and work performance by the DBE partner in the joint venture, with the remaining 20% of the contract performed by another majority firm; so that DBE participation would be credited at \$80,000 or 16% of the total contract work.

Negotiated or Competitively Bid Subcontracts. You must solicit DBE participation for meaningful portions of the work. You may use the competitive bid method for DBE participation, however, do not rely solely on this process to utilize disadvantaged firms. You may also negotiate for DBE participation, keeping in mind that DBE bids need only be reasonable to be considered. If the goal is not met, the City evaluates the low bidder's good faith efforts. Typically, the value of subcontracts with DBEs count 100% towards goals, (see below).

Regular Dealers or Suppliers and Manufacturers. You may count 60% of the cost to a DBE supplier (or regular dealer) who performs a commercially useful function in the supply process. If the supplier is also a manufacturer, or substantially alters the goods before resale, you may count 100% of the cost. Brokers and packagers shall not be regarded as manufacturers, regular dealers, or suppliers.

- A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.
- A supplier (or regular dealer) is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Other DBE Services. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies, provided that the fee is determined by the OWNER to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Substitution. A DBE Subcontractor may only be replaced for failure to perform. You must make a good faith effort to use another certified DBE. You must get the City Engineer's written approval before replacement.

## SECTION 00420 – DBE GOALS

Commercially Useful Function. The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE may not, without prior approval: subcontract out portions of its work, act as an employee of another CONTRACTOR on the project, or allow another CONTRACTOR to coordinate its paperwork, employees, supplies, equipment, etc. Both the DBE and the CONTRACTOR involved may be liable, if the DBE is not used as an independent CONTRACTOR, or their role results in artificially inflated goal attainment.

### E. GOOD FAITH EFFORTS (GFE).

- a. **Good Faith Effort Criteria.** When a bidder fails to meet DBE Utilization Goals, the Contract Administrator will use the following criteria to judge whether they have demonstrated sufficient Good Faith Effort to be eligible for award of the contract.

- (1) **Consider All Subcontractable Items.** The bidder shall seek DBE participation for subcontractable items
- (2) **Initial DBE Notification.** All DBEs listed in the Department’s current DBE Directory that have a “Yes” under Required GFE Contact and “Yes” under the specific Work Area (Region) must be contacted at least seven calendar days prior to bid opening. Each contact with a DBE firm will be logged on a Contact Report.

The bidder must give DBEs at least five calendar days to respond. The bidder may reject DBE quotes received after the deadline. Such a deadline for bid submission by DBEs will be consistently applied.

The only acceptable methods of initial and follow up notification are:

- (a) By fax with a confirmation receipt of successful transmission to the DBEs fax number listed in the DBE Directory. A fax transmission without receipt of successful transmission is unsatisfactory.
  - (b) By email with confirmation of successful receipt by DBEs email address listed in the DBE Directory. Email without confirmation of successful receipt is unsatisfactory.
  - (c) By U.S. Mail to the DBEs address listed in the DBE Directory with a return receipt requested. Letters mailed without a return receipt signed by the DBE or DBE Key employee are unsatisfactory. Delivery confirmation with evidence of successful delivery is an acceptable substitute for Return Receipt.
  - (d) By telephone solicitation with a record of the date and time of the telephone call made to the DBEs telephone number listed in the DBE Directory. Telephone solicitation without a record of date and time is unsatisfactory.
- (3) **Non-Competitive DBE Quotes.** DBE quotes more than 10 percent higher than an accepted non-DBE quote will be deemed non-competitive, provided they are for the exact same work or service.

All evidence in support of a non-competitive bid determination must be provided at the time of the Good Faith Effort submittal. When a DBE quote is rejected as being non-competitive, the work must be performed by the non-DBE subcontractor whose quote was used to provide the basis of the determination. Payments received by the non-DBE subcontractor during the execution of the Contract shall be consistent with the accepted quote. This does



## SECTION 00420 – DBE GOALS

not preclude increases due to change documents issued by the Owner.

**(4) Assistance to DBEs.** Contractors must provide DBEs with:

- (a) Information about bonding or insurance required by the bidder.
- (b) Information about securing equipment, supplies, materials, or related assistance or services.
- (c) Adequate information about the requirements of the contract regarding the specific item of work or service sought from the DBE.

**(5) Follow-up DBE Notifications.** Contact the DBEs to determine if they will be bidding. Failure to submit a bid by the deadline is evidence of the DBE's lack of interest in bidding. Documentation of follow-up contacts shall be logged on the Contact Report.

**(6) Good Faith Effort Evaluation.** Subsections (1) through (5) must be completed for a Good Faith Effort based submission to be considered. Failure to perform and document actions contained in subsections (1) through (5) constitutes insufficient Good Faith Effort. After submitting a Good Faith Effort, bidders may only clarify efforts taken before opening. No new efforts or additional DBE participation is permitted after opening.

If the bidder cannot demonstrate the ability to meet the DBE Utilization Goal, and cannot document the minimum required Good Faith Effort (as specified below), the Contracting Officer will determine the bidder to be not responsible.

**b. Administrative Reconsideration.** 49 CFR Part 26.53(d) provides an opportunity for administrative reconsideration when the Contract Administrator determines that Good Faith Effort is insufficient. This opportunity must be exercised within three working days of notification that Good Faith Efforts were unsatisfactory. For reconsideration, the bidder must provide written documentation or argument concerning efforts to meet the DBE Utilization Goal. No new or additional contact information may be provided. Only contact information the bidder provided in support of its initial request for a Good Faith Effort determination by the Contract Administrator may be presented to support the request for administrative reconsideration.

The process for an Administrative Reconsideration is as follows:

- (1) The bidder will have the opportunity to meet with the DBE Liaison Officer in person to discuss the issue. If so desired, the bidder must be ready to meet with the DBE Liaison Officer within four working days of receipt of notice that it failed to meet the requirements of this subsection.
- (2) The DBE Liaison Officer will render a written decision and provide notification to the bidder within four working days after the meeting. The written decision will explain the basis for finding.
- (3) The finding of the DBE Liaison Officer cannot be appealed to the U.S. DOT.



**SECTION 00420 – DBE GOALS**

CITY AND BOROUGH OF JUNEAU

**DISADVANTAGED BUSINESS ENTERPRISE  
UTILIZATION REPORT**

Federal-Aid Contracts

Project Name and Number

**The undersigned hereby certifies on behalf of the bidder that:**

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

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

Total creditable DBE Utilization Amount <sup>3</sup>	\$ _____
Basic Bid Amount	\$ _____
DBE Utilization as % of Basic Bid Amount	_____ %
Original DBE Project Goal	_____ %
Revised DBE Project Goal	\$ _____

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

\_\_\_\_\_  
Title

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

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

( )

\_\_\_\_\_  
Date

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

- See DBE Specification (Section 00420 - DBE Goals) for determining type and amount of credit claimed for contract award.
- Identify specific pay item, product, or component of work to be performed by DBE.
- If accepted, this amount becomes the Revised DBE Goal and the required minimum level of DBE participation during the life of the contract.

SECTION 00420 – DBE GOALS

CITY AND BOROUGH OF JUNEAU

CONTACT REPORT

US DOT Federal-Aid Contracts

BE20-268 CAPITAL TRANSIT VALLEY TRANSFER STATION

Project Name and Number

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

DBE Firm Contacted:

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

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

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

2. Person \_\_\_\_\_ Contacted \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

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

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

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

B. FOLLOW-UP CONTACT

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

2. Person \_\_\_\_\_ Contacted \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

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

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

1. Were the following required efforts made?

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

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

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

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

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

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

Signature of Company Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

**INSTRUCTIONS**

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

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

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

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

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

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

**B. FOLLOW-UP CONTACT**

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

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

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

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

**D. CERTIFICATION**

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

**SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION**

US DOT Federal-Aid Contracts

**BE20-268**

Project Name and Number

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

List all items considered for DBE utilization.

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED <sup>1</sup>	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED <sup>2</sup>	e. # OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

1. Check if acceptable DBE quote was received (if so, skip c, d, and e)
2. Attach completed Contact Reports

LIST ADDITIONAL ITEMS ON REVERSE SIDE

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



**SECTION 00430 – DBE QUARTERLY SUMMARY**  
 CITY & BOROUGH OF JUNEAU, ENGINEERING DEPARTMENT

**QUARTERLY SUMMARY OF  
 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**  
 Federal-Aid Contracts

Project Name and Number: \_\_\_\_\_

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

Report for: Month \_\_\_\_\_ Year \_\_\_\_\_

Prime is a DBE? Yes  No

**SUBCONTRACTORS**

Firm Name	Work Performed	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

**MANUFACTURERS**

Firm Name	Product Manufactured	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_



**SECTION 00430 – DBE QUARTERLY SUMMARY  
BROKERS**

Firm Name	Product/Service Brokered	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

5% of Subtotal: \$ \_\_\_\_\_

**REGULAR DEALERS**

Firm Name	Materials Supplied	Amount Paid This Month	Total Payment to Date	Final Payment Yes/No
		\$	\$	

Subtotal: \$ \_\_\_\_\_

60% of Subtotal: \$ \_\_\_\_\_

The undersigned swears that the information they are providing to the City & Borough of Juneau, Engineering Department is accurate and complete to the best of their knowledge.

Further, the undersigned authorizes the City & Borough of Juneau, Engineering Department to verify the accuracy of the information provided.

Please note that the City & Borough of Juneau, Engineering Department is required to report to the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. The City & Borough of Juneau, Engineering Department, will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

\_\_\_\_\_  
Signature & Title of Company Representative

\_\_\_\_\_  
Date

**SECTION 00440 – CERTIFICATION REGARDING LOBBYING**

**Certification Regarding Lobbying**

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 00450 – CERTIFICATION REGARDING DEBARMENT**

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion  
Prime Contractor Covered Transaction**

**(Third Party Contracts over \$ 25,000).**

The prospective Contractor hereby certifies, by submission of this bid or proposal, that neither it nor its “principals” (as defined in 2 CFR 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

The prospective Contractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosure (if any). In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 00450 – CERTIFICATION REGARDING DEBARMENT**

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
SubContractor Covered Transaction**

**(Third Party Contracts over \$25,000).**

The prospective lower tier participant hereby certifies, by submission of this bid or proposal, that neither it nor its “principals” (as defined in 2 CFR 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

The SubContractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosure (if any). In addition, the SubContractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).

SubContractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION 00460 – BUY AMERICA CERTIFICATION

Bidder: \_\_\_\_\_

**Buy America Certificate  
For Compliance With Title 49 USC § 5323(J)(1)  
(For Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Executed on \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_,  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name      Signature of Authorized Official      Title

**BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 5323(J)(1)**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Executed on \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_,  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name      Signature of Authorized Official      Title

**SECTION 00500 - AGREEMENT**

THIS AGREEMENT is between THE CITY AND BOROUGH OF JUNEAU (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled Contract No. BE20-268 Capital Transit Valley Transfer Station.

The WORK is generally described as follows: Construction of a new bus transfer station with a driver breakroom building, rider shelters, a multiuse path and a parking lot and miscellaneous related WORK. WORK will include new water and sewer services to the breakroom, a new storm drain system, earthwork, concrete flatwork and asphalt paving. WORK will also include coordination with the local utilities to relocate the existing overhead utilities underground.

The WORK to be paid under this contract shall include the following: Total Bid as shown in Section 00310 - Bid Schedule.

**ARTICLE 2. CONTRACT COMPLETION TIME.**

The WORK must be completed by May 14, 2022.

**ARTICLE 3. DATE OF AGREEMENT**

The date of this Agreement will be the date of the last signature on page four of this section.

**ARTICLE 4. LIQUIDATED DAMAGES.**

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified below is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

<u>Work Description</u>	<u>Completion Date</u>	<u>Liquidated Damages</u>
Construction Completion	May 14, 2022	\$1,000 per day
Final Completion and closeout	June 10, 2022	\$500 per day

**ARTICLE 5. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: Contract No. BE20-268 Capital Transit Valley Transfer Station, those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

## SECTION 00500 - AGREEMENT

The total amount of this contract shall be \_\_\_\_\_ (\$ \_\_\_\_\_),  
except as adjusted in accordance with the provisions of the Bid Documents.

### ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

### ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-7, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00005-1 to 00005-4, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-3, inclusive).
- Bid Schedule (pages 00310-1, to 00310-2, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Contractor Financial Responsibility (pages 00370-1 to 00370-3, inclusive).
- FTA Contract Provisions (Section 00400).
- DBE Requirements (pages 00420-1 to 00420-11, inclusive).
- Quarterly Summary of DBE Participation (Pages 00430-1 to 00430-2, inclusive).
- Certification Regarding Lobbying (Section 00440, inclusive).
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Pages 00450-1 to 00450-2, inclusive)
- Buy America Certification (Section 00460, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-6, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1 to 00830-40).
- Federal Labor Standards Reporting, and Prevailing Wage Determination (page 00840-1 to 00830-20).
- Permits, (page 00852-1 to 00852-70).
- Standard Details (page 00853-1).
- Special Provisions (pages 1 to 47 inclusive)
- Standard Specifications for Civil Engineering Projects and Subdivision Improvements  
December 2003 with current Errata Sheets.
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 53 sheets, as listed in the Table of Contents.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

## SECTION 00500 - AGREEMENT

- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

### ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.



**SECTION 00500 - AGREEMENT**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

**OWNER:**

**CONTRACTOR:**

\_\_\_\_\_  
City and Borough of Juneau

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: Duncan Rorie Watt, City & Borough Manager  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name, Authority or Title)

Date: \_\_\_\_\_

CONTRACTOR Signature Date: \_\_\_\_\_

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

\_\_\_\_\_  
155 South Seward Street

\_\_\_\_\_

\_\_\_\_\_  
Juneau, Alaska 99801

\_\_\_\_\_

\_\_\_\_\_  
907-586-0800 ext 4194 907-586-4530  
(Telephone) (Fax)

\_\_\_\_\_  
(Telephone) (Fax)

\_\_\_\_\_  
(E-mail address)

Contractor License No. \_\_\_\_\_

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Corporation)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_ a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ President of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Partnership)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the  
\_\_\_\_\_ a partnership existing under the laws of the State  
of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly  
passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is  
hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and  
this partnership and that the execution thereof, attested by the \_\_\_\_\_ shall be  
the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Joint Venture)

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the

\_\_\_\_\_ a joint venture existing under the laws of the

State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

(SEAL)

END OF SECTION

**SECTION 00610 - PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"  
(Owner) (City and State)

for the penal sum of \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**Capital Transit Valley Transfer Station  
CBJ Contract No. BE20-268**

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any  
extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall  
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the  
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and  
repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION 00610 - PERFORMANCE BOND**

**Capital Transit Valley Transfer Station  
CBJ Contract No. BE20-268**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.**

**END OF SECTION**

**SECTION 00620 - PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"  
(Owner) (City and State)

for the penal sum of \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**Capital Transit Valley Transfer Station  
CBJ Contract No. BE20-268**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the WORK  
provided for in such contract, and any authorized extension or modification thereof, including all amounts due  
for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or  
used in connection with the construction of such WORK, and all insurance premiums on said work, and for all  
labor performed in such WORK, whether by Subcontractor or otherwise, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and  
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**SECTION 00620 - PAYMENT BOND**

**Capital Transit Valley Transfer Station  
CBJ Contract No. BE20-268**

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

**NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.**

**END OF SECTION**



**SECTION 00700 - GENERAL CONDITIONS**

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## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is capitalized in the definitions and is found not capitalized in the Contract Documents it has the ordinary dictionary definition.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by the ENGINEER which is to be used by the CONTRACTOR to request progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform its contract.

CBJ Project Manager - The authorized representative of the City and Borough of Juneau Engineering Department, as OWNER, who is responsible for administration of the contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar Days stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture or other legal entity with whom the OWNER has executed the Agreement.

## SECTION 00700 - GENERAL CONDITIONS

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective WORK - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The Drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer of Record - The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

ENGINEER - The ENGINEER is the firm or person(s) selected by the City and Borough of Juneau (CBJ) to perform the duties of project inspection and management. CBJ will inform the CONTRACTOR of the identity of the ENGINEER at or before the Notice to Proceed.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

Holidays - The CBJ legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and the following Friday in November
11. Christmas Day - December 25

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

## SECTION 00700 - GENERAL CONDITIONS

Inspector - The authorized representative of the ENGINEER assigned to make detailed inspections for conformance to the Contract Documents. Any reference to the Resident Project Representative in this document shall mean the Inspector.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, "Mechanic's Lien" or "lien" means "Stop Notice".

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the WORK, or a period of time within which the portion of the WORK should be performed prior to Substantial Completion of all the WORK.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that the apparent successful bidder has complied with all conditions for award of the contract.

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER and filed with the County Recorder. This filing starts the 30-day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Notice of Intent to Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the requirements listed therein, within the time specified, the OWNER will enter into an Agreement.

OWNER - The City and Borough of Juneau (CBJ), acting through its legally designated officials, officers, or employees.

Partial Utilization - Use by the OWNER or a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

## SECTION 00700 - GENERAL CONDITIONS

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR, to the ENGINEER, to illustrate some portion of WORK.

Specifications - Same definition as "Technical Specifications" hereinafter.

Stop Notice - A legal remedy for Subcontractors and suppliers who contribute to public works, but who are not paid for their WORK, which secures payment from construction funds possessed by the OWNER. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Sub-Consultant - The individual, partnership, corporation, joint-venture or other legal entity having a direct contract with ENGINEER, or with any of its Consultants to furnish services with respect to the Project.

Subcontractor - An individual, partnership, corporation, joint-venture or other legal entity having a direct contract with the CONTRACTOR, or with any of its Subcontractors, for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to substantial completion thereof.

Supplementary General Conditions (SGC) - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Specifications - Divisions 1 through 16 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK, Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing, or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.



## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 2 PRELIMINARY MATTERS

- 2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.
- 2.4 STARTING THE WORK
- A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.
- C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of WORK in the General Requirements.
- 2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ENGINEER and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include the project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 8 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first application for payment. No application for payment will be processed until CONTRACTOR submittals are finalized.

## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.1 INTENT

- A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ENGINEER) until a clarification field order, or Change Order to the Contract Documents has been issued.

#### 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  - 1. Permits from other agencies as may be required by law, excepting the definition of "PERMITEE" in these permits.
  - 2. Field Orders
  - 3. Change Orders
  - 4. ENGINEER's written interpretations and clarifications.
  - 5. Agreement
  - 6. Addenda
  - 7. CONTRACTOR's Bid (Bid Form)
  - 8. Supplementary General Conditions
  - 9. Notice Inviting Bids

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10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. Drawings

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail Drawings govern over general Drawings
3. Addenda/ Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 CHANGES IN THE WORK).

3.4 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the OWNER.

### ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

#### 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is

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responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

- B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

### 4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:
  - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other substance or material posing a threat to human or to the environment.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.
- B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.
- C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

### 4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or

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completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

### 4.5 REFERENCE POINTS

- A. The ENGINEER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the Alaska Statute governing the licensing of Architects, Engineers, and Land Surveyors.

### 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

- A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORS, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORS are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, contact Alec Venechuk, CBJ Material Source Manager, at (907) 586-0874 for the current material rates.
- B. CONTRACTORS proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORS using the pit must comply with Allowable Use Permit USE 2008-00061. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0874.
- C. CONTRACTORS deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing

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operations within the pit. CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

- D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 2008-00061 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.
- E. CONTRACTORS using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORS shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORS to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORS will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORS shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.
- F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORS shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ENGINEER.
- H. The CBJ/State pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.
- I. All Contractors/Equipment Operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

## ARTICLE 5 BONDS AND INSURANCE

### 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

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- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the OWNER, notify the surety of any potential default or liability.

### 5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other

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evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.
4. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its Subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the



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CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

### ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

#### 6.1 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

#### 6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the

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event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
  - D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
  - E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.
  - F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform properly the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
  - G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

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- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.
- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.
- B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for contract award, and any other information requested by the OWNER from the apparent low bidder.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
- C. The OWNER shall apply for, and obtain, the necessary building permit for this Project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The CBJ Inspection number is 586-1703. All other provisions of this Section remain in effect.

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- 6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.
- 6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- 6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

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directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

### 6.11 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all employees on the WORK and other persons and organizations who may be affected thereby;
  2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.
- E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

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### 6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all Shop Drawings in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.
- B. The CONTRACTOR shall also submit to the ENGINEER for review all samples in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.
- C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

6.13 CONTINUING THE WORK. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.

### 6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
  - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
  - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
  - 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
  - 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.

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5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents;
  6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
  7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.
- C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each workday. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER. CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.
- 6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the CBJ Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the CBJ Water Utilities Division.
- 6.18 OPERATING WATER SYSTEM VALVES
- A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the CBJ water system. The request must be submitted at least 24-hours prior to operating any valves. The CBJ Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The

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CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.

- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the CBJ water system.

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

### ARTICLE 7 OTHER WORK

#### 7.1 RELATED WORK AT SITE

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and



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responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

### ARTICLE 8 OWNER'S RESPONSIBILITIES

#### 8.1 COMMUNICATIONS

- A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.
- B. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.

8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.

8.3 LANDS, EASEMENTS, AND SURVEYS. The OWNER's duties in respect of providing lands and easements and providing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5.

8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.

8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.

8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.

8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

### ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER'S REPRESENTATIVE. The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.

9.2 VISITS TO SITE. The ENGINEER will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ENGINEER. The ENGINEER will not, during such visits, or as a result of such observations of the CONTRACTOR's WORK in progress, supervise, direct, or have control over the CONTRACTOR's WORK.

9.3 PROJECT REPRESENTATION. The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

- A. Duties, Responsibilities and Limitations of Authority of Inspector

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General. The Inspector, who is the ENGINEER's Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

Duties and Responsibilities. The Inspector may:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the ENGINEER of their availability for examination.
6. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
7. Report to the ENGINEER whenever the Inspector believes that any WORK is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when the Inspector believes WORK should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
8. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the ENGINEER.
10. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
11. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
12. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, Change Orders, field orders, additional Drawings issued

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subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

13. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the ENGINEER.
14. Record names, addresses, and telephone numbers of the CONTRACTOR, Subcontractors, and major suppliers of materials and equipment.
15. Furnish the ENGINEER with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
16. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the WORK.
17. Report immediately to the ENGINEER upon the occurrence of any accident.
18. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, WORK completed, and materials and equipment delivered at the site but not incorporated in the WORK.
19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.
20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of Completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

Limitations of Authority. Except upon written instruction of the ENGINEER, the Inspector:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not exceed limitations on the ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.

9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract

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Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

- 9.5 AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.
- 9.6 REJECTING DEFECTIVE WORK. The ENGINEER will have authority to reject WORK which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.
- 9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS
- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
- B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.
- 9.8 DECISIONS ON DISPUTES
- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

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- B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

### 9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.
- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

## ARTICLE 10 CHANGES IN THE WORK

### 10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.

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- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
  - 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
  - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
  - 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.
- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

### 10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in Bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

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### ARTICLE 11 CHANGE OF CONTRACT PRICE

#### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - 1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
  - 3. On the basis of the cost of WORK (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.

#### 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the

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following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.

- B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.
1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.



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2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
  3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
  5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.
- E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
  2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
  3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
  4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

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- 5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
  
- F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
  - 1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
  - 2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
  - 3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.
  
- G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

**11.4 CONTRACTOR'S FEE**

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Overhead and Profit Allowance	
Labor.....	15 percent
Materials .....	10 percent
Equipment.....	10 percent

To the sum of the costs and mark-ups provided for in this Article, one percent shall be added as compensation for bonding.

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- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

11.5 EXCLUDED COSTS. The term "Cost of the Work" shall not include any of the following:

- A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
- D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
- E. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

## ARTICLE 12 CHANGE OF CONTRACT TIME

### 12.1 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the

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CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- D. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract Time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of Contract Time. The ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

### **ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the

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CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 ACCESS TO WORK. OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

### 13.3 TESTS AND INSPECTIONS

- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
- C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
- E. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.

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- F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.
- G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- 13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, attorneys, and other professionals made necessary thereby.
- 13.6 ONE YEAR CORRECTION PERIOD
- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.

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- B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

### ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.

#### 14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.
- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:
  - 1. final inspection has been made;
  - 2. completion of the Project; and
  - 3. acceptance of the Project by the OWNER.
- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said

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amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

### 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

### 14.6 PARTIAL UTILIZATION

- A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.



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- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.
- 14.7 SUBSTANTIAL COMPLETION. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.
- 14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, record as-built documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all liens arising out of or filed in connection with the WORK.
- 14.9 FINAL PAYMENT AND ACCEPTANCE
- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
1. Liquidated damages, as applicable.

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2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

### 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

## ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed

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an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

### 15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment

## SECTION 00700 - GENERAL CONDITIONS

delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

### ARTICLE 16 MISCELLANEOUS

- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
  - B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
  - C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
  - D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.
  - E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
- 16.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct

## SECTION 00700 - GENERAL CONDITIONS

and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

- 16.4 ARCHEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.
- 16.5 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 GRATUITY AND CONFLICT OF INTEREST. The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.
- 16.7 SUITS OF LAW CONCERNING THE WORK
- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.
- B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.
- 16.8 CERTIFIED PAYROLLS

## SECTION 00700 - GENERAL CONDITIONS

- A. All CONTRACTORS or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

### 16.9 PREVAILING WAGE RATES

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.
- B. Failure to Pay Agreed Wages, AS 36.05.080. 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 or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).
- C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may 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. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

16.10 EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.

### 16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential

## SECTION 00700 - GENERAL CONDITIONS

functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.

- B. The cost reduction proposal shall contain the following information:
1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
  2. An itemization of the contract requirements that must be changed if the proposal is adopted.
  3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
  4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
  5. The contract items of WORK effected by the proposed changes including any quantity variations.
  6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
  7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is

## SECTION 00700 - GENERAL CONDITIONS

conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.

- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

**END OF SECTION**



## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

**GENERAL.** These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**SGC 1 DEFINITIONS.** *Remove* the definition for Contract Documents and *replace* with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Standard Specifications, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

**SGC 2.2 COPIES OF DOCUMENTS.** *Add* the following:

The OWNER shall furnish to the CONTRACTOR two (2) hard copies of the Contract Documents which will include bound reduced Drawings and one (1) electronic copy (pdf format) on a CD-ROM. Additional copies of contract documents are the responsibility of the contractor.

**SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS.** *Remove* No. 12. Technical Specifications and No. 13. Drawings, and *add* the following:

12. Special Provisions Section
13. Standard Specifications for Civil Engineering Projects and Subdivision Improvements  
December 2003 Edition with current Errata Sheets.
14. Drawings.

**SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES.** *Add* the following:

- C. In the preparation of the Contract Documents, the Engineer of Record has relied upon field measurements and visual inspection of the existing structures and surface conditions.

**SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT.** *Add* the following.

**The CBJ/State Lemon Creek Gravel Pit is available for this Project.**

**SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT.**

Wherever the land use permits are referenced, *delete* and *replace with* the permit number USE2008-00061.

- *Delete* the last sentence of Paragraph A and *replace with* the following: “Contact Michael Eich, CBJ Material Source Manager, at (907) 586-0800 ext 4192 for the current material rates.”
- *Delete* paragraph C., and *replace* with the following paragraph C.

- C. CONTRACTORS deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ. A \$10,000 cash processing restoration bond is required prior to screening or primary crushing operations.

➤ **Add** the following paragraphs:

- J. Contractors choosing to mine material from CBJ material sources are also subject to the conditions contained in each site's Multi Sector General Permit for Stormwater Discharges associated with industrial activities (MSGP) and the Storm Water Pollution Prevention Plan (SWPPP).
- K. Contractors choosing to perform screening or primary crushing shall comply with all requirements of Mine Safety and Health Administration (MSHA) Part 46, and must obtain a Contractor ID number (7000-52) from MSHA.

**SGC 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS.** The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.

**SGC 5.2 INSURANCE AMOUNTS.** The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The CONTRACTOR must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. All certificates of insurance supplied to the OWNER shall state that the OWNER is named as "**Additional Insured for any and all work performed for the City & Borough of Juneau**" for the **Commercial General Liability policy and any other policies, if required in this Section.** NOTE: This requirement has changed. The OWNER no longer requires certificates of insurance referencing project names and contract numbers.

**Delete** paragraph C and **Replace** with the following paragraph C:

- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. The coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by the CONTRACTOR. **All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies.**

The CONTRACTOR shall purchase and maintain the following insurance:

- 1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. **The CONTRACTOR grants a waiver of any right to subrogation against the OWNER by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

Workers' Compensation: (under Paragraph 5.2C.1 of the General Conditions) as in accordance with AS 23.30.045:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

- a. Employers Liability
 

Bodily Injury by Accident:	\$100,000.00	Each Accident
Bodily Injury by Disease:	\$100,000.00	Each Employee
Bodily Injury by Disease:	\$500,000.00	Policy Limit

  - 1. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
  - 2. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

- 2. Commercial General Liability (CGL), including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (under Paragraph 5.2C.2 of the General Conditions) **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- 3. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit, Bodily Injury and Property Damage \$1,000,000.00

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers** The CONTRACTOR shall

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

*Add* the following paragraphs:

- C. Builder's Risk: (under Paragraph 5.2C.5 of the General Conditions) in an amount equal to the completed value of the BID. This policy shall include the OWNER as a named insured.
- D. All Subcontractors are required to secure and maintain the insurance coverages listed above, unless otherwise noted.
- E. If the CONTRACTOR maintains higher limits than the minimums shown above, the OWNER requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.
- F. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.
- G. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.** *Add* the following:

B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the original contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for Contract Award, and any other information requested by the OWNER from the apparent low Bidder.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS,** *Add* the following paragraph:

C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code. *The 30 day City and Borough of Juneau requirement does not supersede AS 36.90.210.*

**SGC 6.6 PERMITS,** *Add* the following paragraph:

D. Contractor is responsible for obtaining a Hot Works permit from the CBJ Permit Center, if performing work which requires such a permit. Work requiring a Hot Works Permit includes but is not limited to the following: cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar activity.

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

**SGC 14.3 APPLICATION FOR PROGRESS PAYMENT.** Paragraph D.

D. The Value of Materials Stored at the site shall be an amount equal to 85%.

**SGC 14.9 FINAL PAYMENT AND ACCEPTANCE.** *Add* the following paragraph:

C. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor and Workforce Development (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of this section. The CONTRACTOR shall also submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" signed by ADOL.

**SGC 16.8 CERTIFIED PAYROLLS.** *Change* paragraph A. to read:

A. All CONTRACTORs or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination and Section 00840 - Federal Labor Standards, Reporting, and Prevailing Wage Rate Determination.



Tax Clearance Request Form for Contractors

Date of request: \_\_\_\_\_

Business name of the contractor a Tax Clearance is being requested for: \_\_\_\_\_

Business address: \_\_\_\_\_

Business contact phone number: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Alaska Employer Account Number: \_\_\_\_\_

Specific time period a tax clearance is being requested for (i.e. beginning and ending date of a subcontract agreement):

Subcontract project name: \_\_\_\_\_

Name and address of the person this Tax Clearance is to be returned to: \_\_\_\_\_

Comments or additional information: \_\_\_\_\_

For agency use only:

- checkbox Tax Clearance is granted
checkbox Tax Clearance is not granted (please have employer contact the department)
checkbox No account on file, liability unknown (please have employer contact the department)
checkbox Employer has stated no employees, Tax Clearance not required.

Agency representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency representative title: \_\_\_\_\_

**SECTION 00830 - ALASKA LABOR STANDARDS, REPORTING, AND  
PREVAILING WAGE RATE DETERMINATION**

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Greg Smith at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

**Within 10 Days of "Notice of Award/Notice to Proceed"** make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

**Certified Payrolls must be submitted every two weeks. Before the second Friday**, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate **"Start"** on your first payroll, and **"Final"** on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

**Contact Information:**

***Wage and Hour Section***  
State of Alaska  
Department of Labor and Workforce Development  
Labor Standards and Safety Division                      and  
Wage and Hour Administration  
P.O. Box 11149  
Juneau, AK 99811-1149  
907-465-4842  
<http://labor.state.ak.us/lss/home.htm>

***Greg Smith, Contract Administrator***  
City and Borough of Juneau  
155 S. Seward Street  
Juneau, AK 99801  
(907) 586-0800 ext 4194  
[Greg.Smith@juneau.org](mailto:Greg.Smith@juneau.org)

**END OF SECTION**

# SECTION 00830

## APPENDIX A

Laborers' & Mechanics'  
Minimum Rates of Pay

Pamphlet 600

Effective April 1, 2021





PAMPHLET No. 600

Title 36. Public Contracts  
AS 36.05

# Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective April 1, 2021

Issue 42

DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT  
Wage and Hour Administration

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April 1, 2021

**TO ALL CONTRACTING AGENCIES:**

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

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, 2021.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2021, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter  
Commissioner

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## Wage Rates ..... Pages 1-26

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

## EXCERPTS FROM ALASKA LAW

### **Sec. 36.05.005. Applicability.**

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

### **Sec. 36.05.010. Wage rates on public construction.**

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

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

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

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

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

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

**Sec. 36.05.060. Penalty for violation of this chapter.**

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

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

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

**Sec. 36.05.080. Failure to pay agreed wages.**

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

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

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

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

**Sec. 36.05.900. Definition.**

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

**EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

In this chapter and in AS 36

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

**ADDITIONAL INFORMATION**

**PER DIEM**

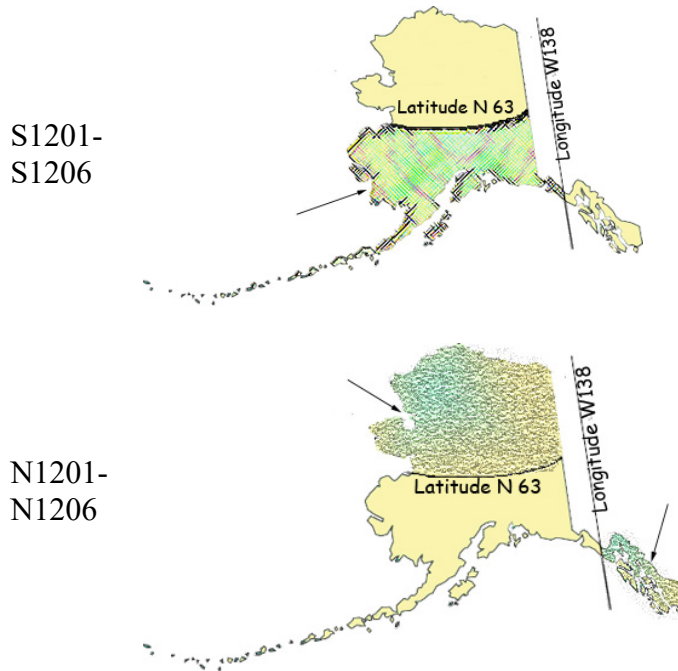
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC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

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

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

**LABORER CLASSIFICATION CLARIFICATION**

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



**APPRENTICE RATES**

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

**FRINGE BENEFIT PLANS**

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

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

**SPECIAL PREVAILING WAGE RATE DETERMINATION**

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: [statewide.wagehour@alaska.gov](mailto: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](http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf)

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

**Anchorage**

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

Email:  
statewide.wagehour@alaska.gov

**Juneau**

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

Email:  
statewide.wagehour@alaska.gov

**Fairbanks**

Regional State Office Building  
675 7<sup>th</sup> 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 Administration or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

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

**DEBARMENT LIST**

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

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

Company Name

Debarment Expires

No companies are currently debarred.

# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Boilermakers

\*See per diem note on last page

<b>A0101</b>	Boilermaker (journeyman)	47.03	8.57	17.02	1.90	VAC	SAF	78.36
						3.50	0.34	

## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.16	9.00	10.05	0.62	L&M		62.03
						0.20		

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

<b>A0202</b>	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	L&M		62.03
						0.20		

Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.99	9.00	10.05	0.62	L&M		55.86
						0.20		

Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	40.10	9.83	8.50	0.55	L&M	0.87	60.00
						0.15		

## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M	SAF	64.95
						0.10	0.10	

Lather/Drywall/Acoustical

## Carpenters, Region II (South of N63 latitude)

\*See per diem note on last page

<b>S0301</b>	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M	SAF	65.49
						0.10	0.10	

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

<b>Cement Masons</b>								
*See per diem note on last page								

<b>A0401</b>	Group I, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
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- Application of Sealing Compound
- Application of Underlayment
- Building, General
- Cement Finisher
- Cement Mason (journeyman)
- Concrete
- Concrete Paving
- Concrete Polishing
- Concrete Repair
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- General Concrete Pour Tender
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Screeder or Rodder
- Spackling/Skim Coating

<b>A0402</b>	Group II, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
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- Form Setter

<b>A0403</b>	Group III, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
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- Concrete Saw Cutter Operator (All Control Joints and Self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator (all concrete surfaces)

<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
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- Acoustical or Imitation Acoustical Finish
- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Guniting Nozzleman

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation
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**Cement Masons**  
 \*See per diem note on last page

<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
	Hand Powered Grinder							
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							

<b>A0405</b>	Group V, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							

**Culinary Workers**

<b>A0501</b>	Baker/Cook	28.37	7.31	7.56			<b>LEG</b>	43.24
<b>A0503</b>	General Helper	25.07	7.31	7.56			<b>LEG</b>	39.94
	Housekeeper							
	Janitor							
	Kitchen Helper							
<b>A0504</b>	Head Cook	28.97	7.31	7.56			<b>LEG</b>	43.84
<b>A0505</b>	Head Housekeeper	25.45	7.31	7.56			<b>LEG</b>	40.32
	Head Kitchen Help							

**Dredgemen**  
 \*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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

<b>A0601</b>	Assistant Engineer	41.76	10.70	13.50	1.00	<b>L&amp;M</b>		67.11
	Craneman					0.10	0.05	
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
<b>A0602</b>	Assistant Mate (deckhand)	40.60	10.70	13.50	1.00	<b>L&amp;M</b>		65.95
						0.10	0.05	
<b>A0603</b>	Fireman	41.04	10.70	13.50	1.00	<b>L&amp;M</b>		66.39
						0.10	0.05	
<b>A0605</b>	Leverman Clamshell	44.29	10.70	13.50	1.00	<b>L&amp;M</b>		69.64
						0.10	0.05	
<b>A0606</b>	Leverman Hydraulic	42.53	10.70	13.50	1.00	<b>L&amp;M</b>		67.88
						0.10	0.05	
<b>A0607</b>	Mate & Boatman	41.76	10.70	13.50	1.00	<b>L&amp;M</b>		67.11
						0.10	0.05	
<b>A0608</b>	Oiler (dredge)	41.04	10.70	13.50	1.00	<b>L&amp;M</b>		66.39
						0.10	0.05	

**Electricians**  
\*See per diem note on last page

<b>A0701</b>	Inside Cable Splicer	42.02	14.05	13.90	0.95	<b>L&amp;M</b>		<b>LEG</b>	71.27
						0.20	0.15		
<b>A0702</b>	Inside Journeyman Wireman, including:	41.69	14.05	14.14	0.95	<b>L&amp;M</b>		<b>LEG</b>	71.18
	Technicians (including use of drones in electrical construction)					0.20	0.15		
<b>A0703</b>	Power Cable Splicer	60.79	14.05	19.01	0.95	<b>L&amp;M</b>		<b>LEG</b>	95.20
						0.25	0.15		
<b>A0704</b>	Tele Com Cable Splicer	50.53	14.05	16.67	0.95	<b>L&amp;M</b>		<b>LEG</b>	82.55
						0.20	0.15		
<b>A0705</b>	Power Journeyman Lineman, including:	59.04	14.05	18.96	0.95	<b>L&amp;M</b>		<b>LEG</b>	93.40
	Power Equipment Operator								
	Technician (including use of drones in electrical construction)								
<b>A0706</b>	Tele Com Journeyman Lineman, including:	48.78	14.05	16.61	0.95	<b>L&amp;M</b>		<b>LEG</b>	80.74
	Technician (including use of drones in telecommunications construction)					0.20	0.15		
	Tele Com Equipment Operator								

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

<b>A0707</b>	Straight Line Installer - Repairman	48.78	14.05	16.61	0.95	L&M	LEG	80.74
						0.20	0.15	
<b>A0708</b>	Powderman	57.04	14.05	18.90	0.95	L&M	LEG	91.34
						0.25	0.15	
<b>A0710</b>	Material Handler	26.57	13.76	5.30	0.15	L&M	LEG	46.08
						0.15	0.15	
<b>A0712</b>	Tree Trimmer Groundman	28.37	14.05	12.59	0.15	L&M	LEG	55.46
						0.15	0.15	
<b>A0713</b>	Journeyman Tree Trimmer	37.30	14.05	12.86	0.15	L&M	LEG	64.66
						0.15	0.15	
<b>A0714</b>	Vegetation Control Sprayer	40.85	14.05	12.97	0.15	L&M	LEG	68.32
						0.15	0.15	
<b>A0715</b>	Inside Journeyman Communications CO/PBX	40.27	14.05	13.85	0.95	L&M	LEG	69.47
						0.20	0.15	

**Elevator Workers**  
\*See per diem note on last page

<b>A0802</b>	Elevator Constructor	42.76	15.88	19.31	0.64	L&M	VAC	83.87
						0.54	4.74	
<b>A0803</b>	Elevator Constructor Mechanic	61.08	15.88	19.31	0.64	L&M	VAC	104.23
						0.54	6.78	

**Heat & Frost Insulators/Asbestos Workers**  
\*See per diem note on last page

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	SAF		60.25
						0.12		
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	SAF		60.25
						0.12		
<b>A0904</b>	Insulator, Group II	38.68	9.24	11.01	1.20	SAF		60.25
						0.12		
<b>A0905</b>	Fire Stop	38.68	9.24	11.01	1.20	SAF		60.25
						0.12		

**IronWorkers**  
\*See per diem note on last page

<b>A1101</b>	Ironworkers, including:	38.87	9.51	24.28	0.74	L&M	IAF	73.84
						0.20	0.24	

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

**IronWorkers**  
\*See per diem note on last page

						L&M	IAF	
<b>A1101</b>	Ironworkers, including:	38.87	9.51	24.28	0.74	0.20	0.24	73.84
	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	
<b>A1102</b>	Helicopter	39.87	9.51	24.28	0.74	0.20	0.24	74.84
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
<b>A1103</b>	Fence/Barrier Installer	35.37	9.51	23.93	0.74	0.20	0.24	69.99

						L&M	IAF	
<b>A1104</b>	Guard Rail Layout Man	36.11	9.51	23.93	0.74	0.20	0.24	70.73

						L&M	IAF	
<b>A1105</b>	Guard Rail Installer	36.37	9.51	23.93	0.74	0.20	0.24	70.99

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

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							

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

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

\*See per diem note on last page

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	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							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

\*See per diem note on last page

<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	64.31
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- 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
- 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

<b>N1203</b>	Group III, including:	33.90	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.21
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- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	68.49
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- Asphalt Raker, Asphalt Belly Dump Lay Down

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

\*See per diem note on last page

						L&M	LEG	
<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							

						L&M	LEG	
<b>N1205</b>	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
<b>N1206</b>	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57
	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	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	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							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

- Fire Watch Laborer
- Flagman
- Form Stripper
- General Laborer
- Guardrail Laborer, Bridge Rail Installer
- Hydro-seeder Nozzleman
- Laborer, Building
- Landscaper or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

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

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

- 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	
<b>S1203</b>	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>S1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

- 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)

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

<b>S1204</b>	Group IIIA	37.18	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	68.49
						0.20	0.20	

- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

<b>S1205</b>	Group IV	21.57	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	52.88
						0.20	0.20	

- Final Building Cleanup
- Permanent Yard Worker

<b>S1206</b>	Group IIIB	40.97	6.24	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	69.57
						0.20	0.20	

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

**Millwrights**

\*See per diem note on last page

<b>A1251</b>	Millwright (journeyman)	40.77	10.08	12.28	1.10	<b>L&amp;M</b>		64.68
						0.40	0.05	

<b>A1252</b>	Millwright Welder	41.77	10.08	12.28	1.10	<b>L&amp;M</b>		65.68
						0.40	0.05	

**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1301</b>	Group I, including:	34.19	8.71	14.30	1.08	<b>L&amp;M</b>		58.35
						0.07		

- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

<b>N1302</b>	Group II, including:	34.71	8.71	14.30	1.08	<b>L&amp;M</b>		58.87
						0.07		

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

		BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>N1302</b>	Group II, including:	34.71	8.71	14.30	1.08	0.07			58.87
	Bridge Painter								
	Epoxy Applicator								
	General Drywall Finisher								
	Hand/Spray Texturing								
	Industrial Coatings Specialist								
	Machine/Automatic Taping								
	Pot Tender								
	Sandblasting								
	Specialty Painter								
	Spray								
	Structural Steel Painter								
	Wallpaper/Vinyl Hanger								

<b>N1304</b>	Group IV, including:	39.80	8.71	17.71	1.05	0.05			67.32
	Glazier								
	Storefront/Automatic Door Mechanic								

<b>N1305</b>	Group V, including:	28.63	8.71	5.02	0.83	0.07			43.26
	Carpet Installer								
	Floor Coverer								
	Heat Weld/Cove Base								
	Linoleum/Soft Tile Installer								

**Painters, Region II (South of N63 latitude)**

\*See per diem note on last page

		BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>S1301</b>	Group I, including :	31.33	8.71	15.15	1.08	0.07			56.34
	Brush								
	General Painter								
	Hand Taping								
	Hazardous Material Handler								
	Lead-Based Paint Abatement								
	Roll								
	Spray								

<b>S1302</b>	Group II, including :	32.58	8.71	15.15	1.08	0.07			57.59
	General Drywall Finisher								
	Hand/Spray Texturing								
	Machine/Automatic Taping								

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

\*See per diem note on last page

<b>S1302</b>	Group II, including :	32.58	8.71	15.15	1.08		<b>L&amp;M</b> 0.07	57.59
	Wallpaper/Vinyl Hanger							
<b>S1303</b>	Group III, including :	32.68	8.71	15.15	1.08		<b>L&amp;M</b> 0.07	57.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
<b>S1304</b>	Group IV, including:	40.01	8.71	16.75	1.08		<b>L&amp;M</b> 0.07	66.62
	Glazier							
	Storefront/Automatic Door Mechanic							
<b>S1305</b>	Group V, including:	28.63	8.71	5.02	0.83		<b>L&amp;M</b> 0.07	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

**Piledrivers**

\*See per diem note on last page

<b>A1401</b>	Piledriver	38.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	64.95
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								
<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	65.95
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	69.26
	Single Atmosphere Suit, Bell or Submersible Pilot								
<b>A1404</b>	Diver (working) **See note on last page	82.45	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	109.06

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

<b>A1405</b>	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M	IAF	69.26
<b>A1406</b>	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M	IAF	68.26
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M	IAF	70.51

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

<b>N1501</b>	Journeyman Pipefitter	41.91	11.25	17.20	1.50	L&M	S&L	72.51
	Plumber							
	Welder							

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

<b>S1501</b>	Journeyman Pipefitter	41.00	11.13	15.02	1.55	L&M		68.90
	Plumber							
	Welder							

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

<b>X1501</b>	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M		66.68
	Plumber							
	Welder							

**Power Equipment Operators**  
\*See per diem note on last page

<b>A1601</b>	Group I, including:	42.53	10.70	13.50	1.00	L&M		67.88
	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							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*See per diem note on last page

	<b>L&amp;M</b>						
<b>A1601</b> Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88
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.)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**  
 \*See per diem note on last page

<b>A1601</b> Group I, including:							<b>L&amp;M</b>	
	42.53	10.70	13.50	1.00	0.10	0.05		67.88

- Remote Controlled Equipment
- Scraper (through 40 yards)
- Service Oiler/Service Engineer
- Shot Blast Machine
- Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
- Sideboom (under 45 tons)
- Sub Grader (Gurries & similar types)
- Tack Tractor
- Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
- Wate Kote Machine

<b>A1602</b> Group IA, including:							<b>L&amp;M</b>	
	44.29	10.70	13.50	1.00	0.10	0.05		69.64

- 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)

<b>A1603</b> Group II, including:							<b>L&amp;M</b>	
	41.76	10.70	13.50	1.00	0.10	0.05		67.11

- 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

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*See per diem note on last page

<b>A1603</b> Group II, including:							<b>L&amp;M</b>	
	41.76	10.70	13.50	1.00	0.10	0.05		67.11

- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

<b>A1604</b> Group III, including:							<b>L&amp;M</b>	
	41.04	10.70	13.50	1.00	0.10	0.05		66.39

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

<b>A1605</b> Group IV, including:							<b>L&amp;M</b>	
	34.83	10.70	13.50	1.00	0.10	0.05		60.18

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

		L&M						
<b>A1605</b>	Group IV, including:	34.83	10.70	13.50	1.00	0.10	0.05	60.18
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

**Roofers**  
 \*See per diem note on last page

		L&M						
<b>A1701</b>	Roofer & Waterproofer	44.62	12.75	3.91	0.81	0.10	0.06	62.25
<b>A1702</b>	Roofer Material Handler	31.23	12.75	3.91	0.81	0.10	0.06	48.86

**Sheet Metal Workers, Region I (North of N63 latitude)**  
 \*See per diem note on last page

		L&M						
<b>N1801</b>	Sheet Metal Journeyman	48.64	11.50	14.11	1.65	0.12		76.02
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

**Sheet Metal Workers, Region II (South of N63 latitude)**  
 \*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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1801</b>	Sheet Metal Journeyman	43.20	11.50	14.09	1.68		<b>L&amp;M</b> 0.43	70.90
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- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sprinkler Fitters**

\*See per diem note on last page

<b>A1901</b>	Sprinkler Fitter	47.35	10.55	18.05	0.52		<b>L&amp;M</b> 0.25	76.72
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**Surveyors**

\*See per diem note on last page

<b>A2001</b>	Chief of Parties	45.16	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	71.38
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<b>A2002</b>	Party Chief	43.57	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	69.79
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<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	42.97	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	69.19
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<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	40.85	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	67.07
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<b>A2006</b>	Chain Person (for crews with more than 2 people)	36.51	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	62.73
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



**Truck Drivers**

\*See per diem note on last page

							L&M	
<b>A2101</b>	Group I, including:	41.94	11.83	13.14	1.15	0.10		68.16
	Air/Sea Traffic Controllers							
	Ambulance/Fire Truck Driver (EMT certified)							
	Boat Coxswain							
	Captains & Pilots (air & water)							
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards							
	Helicopter Transporter							
	Liquid Vac Truck/Super Vac Truck							
	Material Coordinator or Purchasing Agent							
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)							
	Semi with Double Box Mixer							
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
<b>A2102</b>	Group 1A including:	43.21	11.83	13.14	1.15	0.10		69.43
	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)							
<b>A2103</b>	Group II, including:	40.68	11.83	13.14	1.15	0.10		66.90
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	Boom Truck/Knuckle Truck (over 5 tons)							
	Cacasco Truck/Heat Stress Truck							
	Construction and Material Safety Technician							
	Dump Trucks (including 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							
	Oil Distributor Driver							
	Partsman							
	Ready-mix (up to & including 12 yards)							
	Stringing Truck							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**

\*See per diem note on last page

<b>A2103</b>	Group II, including:	40.68	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	66.90
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Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	39.86	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	66.08
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Boom Truck/Knuckle Truck (up to & including 5 tons)  
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards  
 Expeditor (electrical & pipefitting materials)  
 Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)  
 Greaser - Shop  
 Semi or Truck & Trailer  
 Thermal Plastic Layout Technician  
 Traffic Control Technician  
 Trucks/Jeeps (push or pull)

<b>A2105</b>	Group IV, including:	39.28	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	65.50
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Air Cushion or similar type vehicle  
 All Terrain Vehicle  
 Buggymobile  
 Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)  
 Bus Operator (over 30 passengers)  
 Cement Spreader, Dry  
 Combination Truck-Fuel & Grease  
 Compactor (when pulled by rubber tired equipment)  
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards  
 Dumpster  
 Expeditor (general)  
 Fire Truck/Ambulance Driver  
 Flat Beds, Dual Rear Axle  
 Foam Distributor Truck Dual Axle  
 Front End Loader with Fork  
 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)

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**  
 \*See per diem note on last page

							L&M	
<b>A2105</b>	Group IV, including:	39.28	11.83	13.14	1.15	0.10		65.50
	Tireman, Light Duty							
	Track Truck Equipment							
	Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck (straight)							
	Water Wagon, Semi							

							L&M	
<b>A2106</b>	Group V, including:	38.52	11.83	13.14	1.15	0.10		64.74
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							
	Bus Operator (up to 30 passengers)							
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)							
	Flat Beds, Single Rear Axle							
	Foam Distributor Truck Single Axle							
	Fuel Handler (station/bulk attendant)							
	Gear/Supply Truck							
	Gravel Spreader Box Operator on Truck							
	Hydro Seeders, Single axle							
	Pickups (pilot cars & all light-duty vehicles)							
	Rigger/Swamper							
	Tack Truck							
	Team Drivers (horses, mules, & similar equipment)							

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

							L&M	LEG	
<b>N2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51	
	Brakeman								
	Mucker								
	Nipper								
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)								
	Topman & Bull Gang								
	Tunnel Track Laborer								

							L&M	LEG	
<b>N2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61	
	Burning & Cutting Torch								

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

						L&M	LEG	
<b>N2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61
	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	
<b>N2203</b>	Group III, including:	37.29	8.95	20.66	1.30	0.20	0.20	68.60
	Miner							
	Retimberman							

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21
	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	
<b>N2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67
	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							

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

						L&M	LEG	
<b>S2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51
	Brakeman							
	Mucker							

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

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

<b>S2201</b>	Group I, including:	35.20	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	66.51
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- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

<b>S2202</b>	Group II, including:	36.30	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	67.61
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- Burning & Cutting Torch
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Concrete Laborer
- Floor Preparation, Core Drilling
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

<b>S2203</b>	Group III, including:	37.29	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	68.60
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- Miner
- Retimberman

<b>S2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	72.21
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayer
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

<b>S2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	73.67
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30		<b>L&amp;M</b>	<b>LEG</b>	
	Stake Hopper						0.20	0.20	73.67

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

<b>A2207</b>	Group I	46.78	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	72.13
<b>A2208</b>	Group IA	48.72	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	74.07
<b>A2209</b>	Group II	45.94	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	71.29
<b>A2210</b>	Group III	45.14	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	70.49
<b>A2211</b>	Group IV	38.31	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	63.66

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

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

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

**SECTION 00840 - FEDERAL LABOR STANDARDS, REPORTING, AND  
PREVAILING WAGE RATE DETERMINATION  
Reporting During Contract**

- A. **Within 15 Days after Notice of Intent to Award**, the Contractor must compile and submit a list of all Subcontractors and material suppliers, showing all tiers. For each company listed include name, address, phone, employer tax number; DBE status if any; estimated subcontract amount; estimated start and finish dates; and copies of bid tabulations with firm name and number. Send the list to *Addresses B and C*.
- B. **Within 30 Days of Notice to Proceed**, the Contractor and each Subcontractor, who are required to file EEO-1 reports (Standard Form 100 [SF-100]), must send it to the Office of Federal Contract Compliance Programs (OFCCP) Area Office - Address C.
- C. Before each Friday, the Contractor and each Subcontractor must file:
  - 1. Weekly Employment Opportunity (EEO) Reports (page 00 5500-11) for the previous week to *Address A*. If the information requested (race and gender) is indicated on the copy of the payroll, then this Weekly EEO Report is hereby waived.
- D. **Certified Payrolls must be submitted every two weeks.** Before the second Friday, the Contractor and each Subcontractor must file:
  - 1. Certified Payrolls with Statements of Compliance for the previous two weeks. If there was no activity for that pay period, indicate "No Activity." Indicate "Start" on your first payroll, and "Final" on your last payroll for this project. Send the original to *Address B* and a complete copy to *Address A, or another CBJ representative, as designated*

Correspondence regarding State of Alaska Department of Labor and Workforce Development (ADOL) Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Greg Smith, or his designee, at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

- E. By the 5th of each month, each Contractor and Subcontractor must complete the Monthly Employment Utilization Report (CC257) for the previous month for its aggregate workforce in Alaska (for federal and non-federal projects). Make a list of all projects (federal and non-federal) in Alaska over \$10,000. Include the firm name, name and location of project, project #, % complete, contract amount, and established date of completion. Send both the CC257 and the list of projects to Addresses A and C.
- F. Preparing the final payment request, the Contractor must verify that the subcontractor list is up-to-date and includes all parties submitting certified payrolls (i.e., equipment rental with operator companies, trucking services providing imported materials, surveying firms, etc.). Send a copy of amended lists to Addresses A and B. Submit completed Compliance Certification and Release forms (section 00 6200) for the Contractor to Address A.

<i>Address A</i>	<i>Address B</i>	<i>Address C</i>
<b>Contract Administrator</b> Engineering Department City and Borough of Juneau 155 S. Seward Street Juneau, AK 99801 (907) 586-0800 ext 4194 <a href="mailto:greg.smith@juneau.org">greg.smith@juneau.org</a>	<b>Wage and Hour Section</b> AK Dept of Labor and Workforce Dev/ Labor Standards and Safety Division Wage and Hour Administration P O Box 21149 Juneau, AK 99802-1149 (907) 465-4842 <a href="http://labor.state.ak.us/lss/home.htm">http://labor.state.ak.us/lss/home.htm</a>	<b>OFCCP</b> Area Office 605 W. 4th Ave., Room G68 Anchorage, AK 99501 (907) 271-2864

# SECTION 00840

## APPENDIX B

Davis-Bacon Wage Determination  
General Decision Number AK20210001  
Building and Heavy Construction  
Effective March 19, 2021



"General Decision Number: AK20210001 03/19/2021

Superseded General Decision Number: AK20200001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/19/2021

ASBE0097-001 01/01/2018

Rates Fringes

Asbestos Workers/Insulator  
(includes application of all

insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....\$ 38.68	21.57
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 37.38	19.55

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BOIL0502-002 10/01/2017

	Rates	Fringes
BOILERMAKER.....\$ 46.17		29.70

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BRAK0001-002 07/01/2018

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....\$ 40.81		19.77
Tile & Terrazzo Finisher.....\$ 34.79		19.62

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CARP1501-001 09/01/2019

	Rates	Fringes
MILLWRIGHT.....\$ 37.64		23.46

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CARP2520-003 09/01/2019

	Rates	Fringes
Diver		
Stand-by.....\$ 42.65		26.51
Tender.....\$ 41.65		26.51
Working.....\$ 82.45		26.51
Piledriver		
Piledriver; Skiff Operator and Rigger.....\$ 38.34		26.51
Sheet Stabber.....\$ 38.34		26.51
Welder.....\$ 43.90		26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$1.00 per foot  
 101 feet and deeper \$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:  
 5-50 FEET \$1.00 PER FOOT/DAY  
 51-100 FEET \$2.00 PER FOOT/DAY  
 101 FEET AND ABOVE \$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 CARP4059-001 09/01/2019

	Rates	Fringes
CARPENTER		
Including Lather and		
Drywall Hanging.....	\$ 38.34	26.51

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 ELEC1547-004 04/01/2020

	Rates	Fringes
CABLE SPLICER.....	\$ 41.27	3% + 27.64
ELECTRICIAN.....	\$ 40.94	3% + 27.89

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 ELEC1547-005 04/01/2020

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 57.79	32.04
Linemen (Including Equipment		
Operators, Technician).....	\$ 56.04	3%+32.04
Powderman.....	\$ 54.04	32.04
TREE TRIMMER.....	\$ 37.30	3%+25.79

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 ELEV0019-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.11	35.245

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

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 ENGI0302-002 04/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.53	24.50
GROUP 1A.....	\$ 43.29	24.50
GROUP 2.....	\$ 40.76	24.50
GROUP 3.....	\$ 40.04	24.50
GROUP 4.....	\$ 33.83	24.50
TUNNEL WORK		
GROUP 1.....	\$ 45.68	24.50
GROUP 1A.....	\$ 47.62	24.50
GROUP 2.....	\$ 44.84	24.50
GROUP 3.....	\$ 44.04	24.50
GROUP 4.....	\$ 37.12	24.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing

attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: ""A"" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier

(on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

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 IRON0751-003 07/01/2020

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 38.87	33.79
BRIDGE, STRUCTURAL,  ORNAMENTAL, REINFORCING  MACHINERY MOVER, RIGGER,  SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.87	33.79
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 35.37	33.79
GUARDRAIL INSTALLERS.....	\$ 36.37	33.79
GUARDRAIL LAYOUT MAN.....	\$ 36.11	33.79
HELICOPTER, TOWER.....	\$ 39.87	33.79

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 LAB00341-001 04/01/2020

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 31.71	28.26
GROUP 2.....	\$ 32.71	28.26
GROUP 3.....	\$ 33.61	28.26
GROUP 3A.....	\$ 36.89	28.26
GROUP 3B.....	\$ 40.68	25.55
GROUP 4.....	\$ 21.28	28.26
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.26
GROUP 2.....	\$ 35.98	28.26
GROUP 3.....	\$ 36.97	28.26
GROUP 3A.....	\$ 40.58	28.26
GROUP 3B.....	\$ 44.75	25.55

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45

pounds);Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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LAB00942-001 04/01/2020

Rates

Fringes



Laborers: North of the 63rd  
 Parallel & East of Longitude  
 138 Degrees

GROUP 1.....	\$ 31.71	28.36
GROUP 2.....	\$ 32.71	28.36
GROUP 3.....	\$ 33.61	28.36
GROUP 3A.....	\$ 36.89	28.36
GROUP 3B.....	\$ 40.68	25.65
GROUP 4.....	\$ 21.28	28.36
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.36
GROUP 2.....	\$ 35.98	28.36
GROUP 3.....	\$ 36.97	28.36
GROUP 3A.....	\$ 40.58	28.36
GROUP 3B.....	\$ 44.75	25.65

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalmen; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibrator man); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and

Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

#### TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzlemans, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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PAIN1959-001 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates

Fringes

PAINTER

BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 31.91	22.37
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 32.43	22.37

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PAIN1959-002 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 29.75	22.52
Industrial Painter.....	\$ 31.10	22.52
Taper / Paper & Vinyl Hanger.....	\$ 31.00	22.52

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PAIN1959-003 07/01/2019

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.40	24.87

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PAIN1959-004 07/01/2019

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 28.75	14.44

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PAIN1959-006 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.61	23.94

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PLAS0867-001 04/01/2019

	Rates	Fringes
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PLASTERER

North of the 63rd parallel..\$	38.13	21.68
South of the 63rd parallel..\$	37.88	21.68

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PLAS0867-004 04/01/2019

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..\$	38.13	21.68
South of the 63rd parallel..\$	37.88	21.68

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PLUM0262-002 07/01/2019

East of the 141st Meridian

	Rates	Fringes
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Plumber; Steamfitter.....\$	38.32	27.62
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PLUM0367-002 12/03/2018

South of the 63rd Parallel

	Rates	Fringes
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Plumber; Steamfitter.....\$	39.00	26.70
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PLUM0375-002 07/01/2019

North of the 63rd Parallel

	Rates	Fringes
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Plumber; Steamfitter.....\$	41.46	28.70
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PLUM0669-002 04/01/2019

	Rates	Fringes
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SPRINKLER FITTER.....\$	47.25	26.49
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ROOF0189-006 09/01/2020

	Rates	Fringes
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ROOFER.....\$	44.62	16.63
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\* SHEE0023-003 07/01/2020

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.30	27.70

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\* SHEE0023-004 07/01/2020

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 48.64	27.38

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TEAM0959-003 03/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.94	24.12
GROUP 1A.....	\$ 41.21	24.12
GROUP 2.....	\$ 38.68	24.12
GROUP 3.....	\$ 37.86	24.12
GROUP 4.....	\$ 37.28	24.12
GROUP 5.....	\$ 36.52	24.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch

trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination



- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

## **SECTION 00852 – PERMITS**

### **PART 1 – GENERAL**

#### **1.1 INDEX OF PERMITS**

- A. City and Borough of Juneau building permit, attached.
- B. National Environmental Policy Act (NEPA) Categorical Exclusion, attached.
- C. CONTRACTOR shall obtain a Stormwater Pollution Prevention Plan for Construction Activities, and all other permits required to complete the Work.
- D. CONTRACTOR shall comply with all conditions of all permits required for the project.

### **PART 2 – PRODUCTS (Not Used)**

### **PART 3 – EXECUTION (Not Used)**

**FTA Region 10  
CATEGORICAL EXCLUSION and  
DOCUMENTED CATEGORICAL EXCLUSION WORKSHEET**

**Note:** The purpose of this worksheet is to assist sponsoring agencies (grantees) in gathering and organizing materials for environmental analysis required under the National Environmental Policy Act (NEPA), particularly for projects that may qualify as a Categorical Exclusion (CE) or Documented Categorical Exclusion (DCE). The use and submission of this particular worksheet is NOT required. The worksheet is provided merely as a helpful tool for assembling information needed by FTA to determine the likelihood and magnitude of potential project impacts. **NOTE: Fields are expandable, so feel free to use more than a line or two if needed.**

Submission of the worksheet does not satisfy NEPA requirements. FTA must concur in writing in the sponsoring agency's NEPA recommendation. Project activities may not begin until this process is complete. Contact the FTA Region 10 office at (206) 220-7954 if you have any questions or require assistance. If this is the first time you have filled out this form, FTA encourages you to review [http://www.fta.dot.gov/documents/FTA\\_CE\\_Presentation.pdf](http://www.fta.dot.gov/documents/FTA_CE_Presentation.pdf). Feel free to contact Region 10 for additional assistance. **Please see the end of this document for submittal procedures.** For links to other agencies or for further topical guidance, please go to Region 10's [Environmental Processes and Procedures](#) site.

<b>I. Project Description</b>		
Sponsoring Agency <b>City and Borough of Juneau, Capital Transit</b>	Date Submitted October 3, 2019	FTA Grant Number(s) (if known) AK-2016-013
Project Title <b>Valley Transit Center, Juneau, Alaska</b>		
Project Description (brief, 1-2 sentences) <b>The City and Borough of Juneau's (CBJ) Capital Transit is proposing to construct a bus transit center on a vacant land parcel to serve Capital Transit users in Juneau, Alaska. The new transit center (Valley Transit Center; VTC) would include a looped bus staging area with six bus stalls, separated parking lot for personal vehicles, bike lockers, breakroom building for Capital Transit staff, and sheltered waiting areas for public transit riders.</b>		
Purpose and Need for Project (brief, 1-2 sentences, include as an attachment if adopted statement is lengthy) <b>The purpose of this project is to improve transit facilities and amenities for riders and drivers near the Mendenhall Valley's population center. The new transit center is needed to improve transit service in an underserved area, encourage use of public transportation, and to alleviate traffic congestion in the Downtown and Mendenhall Valley areas of Juneau.</b>		
Project Location (include City and Street address) <b>CBJ Parcel 5B1601380030; 9114 Mendenhall Mall Road, Juneau, Alaska (58.37271667 N; 134.59027778 W)</b>		
Project Contact (include phone number, mailing address and email address) <b>Lori Sowa; City and Borough of Juneau, 907-586-0875; 155 South Seward Street, Juneau, AK 99801; lori.sowa@juneau.org</b>		

If your project involves construction, include the following as appropriate:

- Project vicinity map
- Project site plan showing access points and project boundaries
- Other useful maps as appropriate (topo, for instance, depending on circumstances, and/or Google Earth aerial, NEPA Assist, etc.)
- A few photographs of the site if useful to illustrate important features
- Details pertaining to the depth of soil excavation
- Note if the soil has been previously disturbed by prior construction or other activity
- List parks or recreation areas within the project vicinity
- Any previous consultations that might be relevant? (HUD, SHPO, or DOTs)

## II. NEPA Class of Action

Answer the following questions to determine the project's potential class of action. If the answer to any of the questions in Section A is "YES", contact the FTA Region 10 office to determine whether the project requires preparation of a NEPA environmental assessment (EA) or environmental impact statement (EIS).

### A. Will the project significantly impact the natural, social and/or economic environment?

YES (contact FTA Regional office)

NO (continue)

#### A.1 Is the significance of the project's social, economic or environmental impacts unknown?

YES (contact FTA Regional office)

NO (continue)

#### A.2 Is the project likely to require detailed evaluation of more than a few potential impacts?

YES (contact FTA Regional office)

NO (continue)

#### A.3 Is the project likely to generate intense public discussion, concern or controversy, even though it may be limited to a relatively small subset of the community?

YES (contact FTA Regional office)

NO (continue)

### B. Does the project appear on the following list of Categorical Exclusions (CEs)?

The types of activities listed below describe actions which, when the corresponding conditions are met, are under usual circumstances categorically excluded from further NEPA analysis under [23 CFR 771.118\(c\)](#). Unusual circumstances may include, but are not limited to, the presence of wetlands, historic buildings and structures, parklands, or floodplains in the project area, or the potential for the project to impact other resources. (Descriptions of each type of activity, and corresponding conditions, are available [here](#); this worksheet simply lists the name of each exclusion.)

YES (If checked AND there are no special circumstances, check the applicable box and proceed to Section III.)

NO (continue to Section II. C)

#### [23 CFR 771.118\(c\)\(1-16\)](#)

(1) Utility and Similar Appurtenance Action

(2) Pedestrian or Bicycle Action

- (3) Environmental Mitigation or Stewardship Activity
- (4) Planning and Administrative Activity
- (5) Activities Promoting Transportation Safety, Security, Accessibility and Communication
- (6) Acquisition, Transfer of Real Property Interest
- (7) Acquisition, Rehab, Maintenance of Vehicles or Equipment
- (8) Maintenance, Rehab, Reconstruction of Facilities
- (9) Assembly or Construction of Facilities
- (10) Joint Development of Facilities
- (11) Emergency Recovery Actions  
(Several conditions attach to this type of CE. We recommend you consult with FTA if you think this CE may apply to your action.)
- (12) Projects Entirely within the Existing Operational Right-of-Way.
- (13) Federally Funded Projects  
(Must be less than \$5 million in federal funding, or having a total estimated cost of not more than \$30,000,000 and Federal funds comprising less than 15 percent of the total estimated project cost.)
- (14) Bridge Removal and Related Activities.
- (15) Preventative Maintenance to Certain Culverts and Channels
- (16) Geotechnical and Similar Investigations

**C. Does the project appear on the following list of potential documented Categorical Exclusions?**

Projects that are categorical exclusions under [23 CFR 771.118\(d\)](#) require additional documentation demonstrating that the specific conditions or criteria for the CEs are satisfied and that significant effects will not result.

- YES (Check correct box below and continue to Part III)
- NO (Contact FTA Regional Office)

[23 CFR 771.118\(d\)\(1-8\)](#)

- (1) Modernization of a highway by resurfacing, restoring, rehabilitating, or reconstructing shoulders or auxiliary lanes.
- (2) Bridge replacement or the construction of grade separation to replace existing at-grade railroad crossings.
- (3) Acquisition of land for hardship or protective purposes. (NOTE: Hardship and protective buying will be permitted only for one or a limited number of parcels, and only where it will not limit the evaluation of alternatives (including alignments) for planned construction projects.
-

- (4) Acquisition of right-of-way. (NOTE: No project development on the acquired right-of-way may proceed until the NEPA process for such project development, including the consideration of alternatives, where appropriate, has been completed.)
  - (5) Construction of bicycle facilities within existing transportation right-of-way.
  - (6) Facility modernization through construction or replacement of existing components.
  - (7) Minor realignment for rail safety purposes
  - (8) Facility modernization/expansion outside existing ROW
- “Other” actions which meet the criteria for a CE in the CEQ regulations (40 CFR 1508.4) and will not result in significant environmental effects. Actions must not: induce significant impacts to planned growth or land use; require the relocation of significant numbers of people; have a significant impact on any natural, cultural, recreational, historic or other resource; cause significant air, noise, or water quality impacts; have significant impacts on travel patterns; or otherwise have significant environmental impacts (either individually or cumulatively).

### **III. Information Required for Documented Categorical Exclusions**

If you checked “Yes” to any of the options in Part II.C, complete Section III.A and each relevant subject area of Sections B-AA. Depending on the project, some of the subject areas may not be applicable. In such cases, no discussion is needed. You may use documents prepared for other purposes (e.g., public meetings) if they are helpful.

The list below is not all-inclusive. If your proposed project has the potential to cause impacts to resources which are not listed below, please provide supplemental information about those potential impacts.



**A. Detailed Project Description**

Describe the project and explain how it satisfies the purpose and need identified in Part I.

**The proposed project would develop approximately 64,800 square feet (sf) of a vacant lot to construct a transit facility in the Mendenhall Valley area of Juneau, Alaska.** The proposed project is located near the northeast corner of the intersection of Mendenhall Mall Road and Riverside Drive (Township 40 South, Range 66 East, Section 30, Copper River Meridian, 58.37271667 N latitude; 134.59027778 W longitude; Appendix A - Figures 1 and 2). The new transit center would consist of a looped route for bus traffic with six bus stops, three covered waiting areas, and a break area for transit operators. The transit center includes convenient options for user access including a separated park and ride with 52 standard parking stalls, 4 ADA-accessible stalls, and 3 electric vehicle charging stalls; bike lockers; and a multi-use pathway connected to existing pedestrian walkways. All facilities include adequate lighting to encourage year-round ridership. See Appendix A - Figure 3 for the proposed site plan.

The location of the proposed project was chosen to move transit facilities closer to the major population center of the Valley and daily commuters needing to access downtown Juneau. **The facility will encourage the use of mass transit by providing amenities that are currently lacking in this area and increasing bus service between the Valley and downtown.** The proposed location for the VTC is easily accessible from nearby high-density residential developments, senior citizen housing, and a commercial district. The VTC would provide a park and ride facility and encourage ridership by allowing for more efficient routing, additional express options between the Valley and downtown Juneau, and reduced headways (time between transit vehicles arriving at a stop).

## B. Location and Zoning

Attach a map identifying the project's location and surrounding land uses. Note any critical resource areas (historic, cultural or environmental) or sensitive noise or vibration receptors (schools, hospitals, churches, residences, etc). Briefly describe the project area's zoning and indicate whether the proposed project is consistent with it. Briefly describe the community (geographic, demographic, economic and population characteristics) in the project vicinity.

The proposed project is located on a vacant property in the Mendenhall Valley area of Juneau, Alaska, in the middle of a commercial/retail area. The project property is adjacent to Mendenhall Mall Road, a two-lane road classified by the Alaska Department of Transportation (DOT&PF) as a local road (providing access to businesses, homes, and other properties). Appendix A - Figure 4 shows existing land use near the project.

### *Land Use and Zoning*

According to the CBJ's Comprehensive Plan Map Update (2013), land use designation for the project's proposed parcel is Traditional Town Center (TTC). The CBJ describes TTC lands as characterized by high-density residential and non-residential land uses in downtown areas and around shopping centers, including public transit corridors. The CBJ has zoned the project area and adjacent areas as Light Commercial. The proposed project is consistent with this land use and zoning designation. There are some nearby areas zoned as D18 (Multifamily); however, these are separated from the project area by Riverside Drive or by other existing buildings. The proposed project is in conformity with local land use plans; the CBJ Planning Commission reviewed the project through their city/state project review process, and issued a Notice of Recommendation for the project in July 2019 (Appendix B).

The proposed transit center is adjacent to restaurants, a gym, gas station, bank, and retail stores. The Mendenhall Mall and parking lot is located across Mendenhall Mall Road, south of the proposed project. The nearest sensitive noise receptors to the project area are described in Table 1 below and shown in Appendix A – Figure 4. Each of the properties in Table 1 are sheltered by existing swaths of trees.

**Table 1. Sensitive Noise Receptors Near the Project Area**

SENSITIVE NOISE RECEPTORS	TYPE	DISTANCE FROM PROPOSED PROJECT
Riverbend Apartments	Residence	345 feet
James Place Apartments	Residence	540 feet
Riverbend Elementary	School	650 feet
Northland Bible Church	Church	300 feet
St. Paul's	Church	1,200 feet
Faith Lutheran	Church	1,300 feet
Kingdom Hall	Church	1,600 feet

### *Community*

The Mendenhall Valley area in Juneau is a flat glacial plain south of Mendenhall Glacier, bordered by the Mendenhall River to the west and Thunder Mountain to the east. Juneau's International Airport lies on the southern end of the valley. Comprised of urban and suburban areas, this community consists of high-density development including neighborhoods, retail shopping centers, schools, urban parks, and a dense network of roads. The Mendenhall Valley area is the most rapidly growing suburban area in the CBJ. A review of the Environmental Protection Agency's (EPA) Environmental Justice Screen indicated that the population of the immediate neighborhood surrounding the project area is made up of 48% minority and 15% low income individuals.

### **C. Traffic**

Describe potential traffic and parking impacts, including whether the existing roadways have adequate capacity to handle increased bus or other vehicular traffic. Include a map or diagram if the project will modify existing roadway configurations. Describe connectivity to other transportation facilities and modes, and coordination with relevant agencies.

According to the CBJ Comprehensive Plan Update (2013), several non-signalized intersections in the Mendenhall Valley experience Level of Service (LOS) designations of D, E, or F during the morning commute, representing the most congested/worst operating conditions. The signalized intersection of Mendenhall Loop Road with Egan Drive experiences a LOS of F during the peak morning period, causing significant increases in commute time for residents in this area. A preliminary analysis by Juneau's Planning Commission in conjunction with the Conditional Use Permit application for the project determined that the park and ride facility would generate approximately 265 trips per day to and from the proposed VTC. These additional trips represent 3.7% of the 7,153 daily trips on Mendenhall Mall Road (Average Annual Daily Traffic Counts, DOT&PF 2017). The CBJ's Community Development Department Director determined that a Traffic Impact Analysis was not required for the project (see Appendix B).

A slight increase in bus traffic on the roads surrounding the VTC would not be likely to impact capacity greatly since the proposed route changes are minor in nature. Existing bus service is present on Mendenhall Mall Road and the Mendenhall Mall Road/Mendenhall Loop Road intersection (close to the proposed VTC) has an existing LOS designation of B. Intersection LOS data is not available for the intersection of Mendenhall Mall Road and Riverside Drive. Proposed changes include small variations in pick up/drop off times; some routes would increase service from every hour to every half hour while others would decrease from every half hour to every hour. Additionally, an increase in transit vehicles on these roads will replace some single-occupancy vehicles on the roads and relieve traffic congestion. Modifications of existing roadway configurations are not proposed.

The CBJ Comprehensive Plan Update states that a lack of bus service and an overabundance of single-occupancy vehicles as a contributing factor to Juneau's traffic congestion issues and recommends transit improvements and additional buses as potential solutions. The project is likely to reduce traffic congestion after community awareness surrounding new bus facilities and routes is raised and bus ridership increases. The Comprehensive Plan Update supports transit-oriented development and park and ride facilities. Use of a dedicated park and ride site close to Egan Drive, Mendenhall Loop Road, and Riverside Drive is also expected to result in reduced parking demand in the crowded downtown Juneau area. See Section III.S. for discussion of temporary traffic impacts associated with project construction.

**D. Aesthetics**

Will the project have an adverse effect on a scenic vista?

- No
- Yes, describe

Although Thunder Mountain may be viewed from the project location, the proposed development is low profile and matches existing building heights in the project area. The project would not cause significant further obstruction of views at this location.

Will the project substantially degrade the existing visual character or quality of the site and its surroundings?

- No
- Yes, describe

The proposed project would have minor visual impacts; however, it is located in a commercial area and will not significantly change the quality or visual character of the site or its surroundings.

Will the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

- No
- Yes, describe

Proposed lighting for the project includes lights within the park and ride lot and lighting in bus waiting shelters. Park and ride lot lights would be similar in nature and magnitude to the existing street lights and parking lot lighting across the street serving the Mendenhall Mall parking lot. Exterior lighting would be designed, located, and installed to minimize offsite glare as per CBJ 49.40.230(d). Bus waiting shelter lighting would be directed downwards, into the shelter, where it would not create a substantial impact to surrounding areas. Day or nighttime views would not be substantially impacted by additional lighting from the proposed project. Prior to construction, proposed lighting plans would be submitted to Juneau's Community Development Director for approval.

**E. Air Quality**

Does the project have the potential to impact air quality?

- No
- Yes, describe

The proposed transit center is located within the Mendenhall Valley, which is an EPA-designated maintenance area for PM-10 particulate matter. The proposed transit center would replace a transfer station currently located a few streets away in the same PM-10 maintenance area. The Mendenhall Valley bus service at the VTC would not change significantly from the bus service at the existing nearby transfer station; however, a few more buses would arrive each hour. With the increased capacity the transit center will offer, there will be more overlapping routes and more buses present at the same time in this location.

FTA determines project-level conformity for projects located in maintenance area as per the requirements of the Clean Air Act (42 USC § 7506(c)). The transit project must not cause or contribute to any air quality hot spots. Projects requiring a PM-10 hot spot analysis are described as “new bus and rail terminals and transfer points that have a significant number of diesel vehicles congregating at a single location” (40 CFR § 93.123(b)(1)(iii)). The proposed transit center would not significantly increase existing bus traffic in the Mendenhall Valley maintenance area. For most hours of the day during the weekdays (Monday-Friday), there will be fewer than 10 buses arriving per hour to the VTC. There will be three hours per day when the number of buses arriving exceeds 10; between the hours of 2 p.m. and 4 p.m. there will be between 12 and 13 buses at the VTC each hour. See Appendix C for a sample of a day’s schedule at the proposed VTC.

To mitigate air quality impacts from their service, the CBJ and Capital Transit have a policy in place to limit the idling of vehicles that are not in use; bus engines are not to be allowed to idle for more than 5 minutes. Additionally, Capital Transit is working to convert its fleet of diesel-powered buses to electric beginning in 2019. By improving the accessibility of buses and bus routes and creating a convenient park and ride with facilities for bike commuters, the VTC would decrease vehicles (likely single-occupancy commuters and seniors) on Juneau roads and is likely to positively impact air quality in the Mendenhall Valley. Based on the small level of increase to existing service in the area and program mitigation measures the proposed project is not expected to induce air quality impacts. See Section III.S. for discussion of temporary air quality impacts associated with project construction.

Is the project located in an EPA-designated non-attainment or maintenance area?

- No
- Yes, indicate the criteria pollutant and contact FTA to determine if a hot spot analysis is necessary.
  - Carbon Monoxide (CO)
  - Ozone (O<sub>3</sub>)
  - Particulate Matter (PM<sub>10</sub> or PM<sub>2.5</sub>)

If the non-attainment area is also in a metropolitan area, was the project included in the MPO’s Transportation Improvement Program (TIP) air quality conformity analysis?

- No
- Yes Date of USDOT conformity finding: N/A

**F. Coastal Zone**

Is the proposed project located in a designated coastal zone management area?

- No
- Yes, describe coordination with the State regarding consistency with the coastal zone management plan and attach the State finding, if available.

The Alaska Coastal Zone Management Program sunset on July 1, 2011.

**G. Environmental Justice**

Determine the presence of minority and low-income populations (business owners, land owners, and residents) within about a quarter-mile of the project area. Indicate whether the project will have disproportionately high and adverse impacts on minority or low-income populations. Describe any potential adverse effects. Describe outreach efforts targeted specifically at minority or low-income populations. Guidance is [here](#).

A review of the EPA’s Environmental Justice Screen on September 11, 2019, indicated the percentage of low-income population within a quarter-mile radius of the project area (15%) is lower than the average for both Alaska and the United States (25% and 34%, respectively). The minority population within the study area (48%) is slightly higher than Alaska’s and the United States’ average (both 38%).

The proposed project would not alter the Mendenhall Valley region or immediate surrounding neighborhoods in a way that would create adverse human health or environmental effects on minority or low-income populations as defined by Executive Order 12898. The proposed project would benefit Mendenhall Valley residents by creating a convenient park and ride facility and easier transit access.

No high and adverse impacts to neighborhoods, community cohesion, or disadvantaged social groups are anticipated as a result of the proposed project. The proposed project would provide long-term benefits to the traveling public by increasing mass transit availability.

**H. Floodplains**

Is the proposed project located within the Federal Emergency Management Agency (FEMA) 100-year floodplain?

- No
- Yes, describe potential impacts, indicate if the project will impact the base flood elevation, and include or link to the FEMA Flood Insurance Rate Map (FIRM) with the project location identified.

The proposed project is not located within a FEMA-designated floodplain.

**I. Hazardous Materials**

Is there any known or potential contamination at the project site? This may include, but is not limited to, lead/asbestos in existing facilities or building materials; above or below ground storage tanks; or a history of industrial uses of the site.

- No, describe steps taken to determine whether hazardous materials are present on the site.
- Yes, note mitigation and clean-up measures that will be taken to remove hazardous materials from the project site. If the project includes property acquisition, identify if a Phase I Environmental Site Assessment for the land to be acquired has been completed and the results.

A search of the Alaska Department of Environmental Conservation’s (ADEC) Contaminated Sites Database in August 2019 determined that there are no contaminated sites on the proposed project property. However, there are six contaminated sites located within a ¼ mile of the proposed project. The sites are listed in Table 2 below.

**Table 2. Contaminated Sites Near the Project Area**

SITE NAME	ADEC HAZARD ID	STATUS	DISTANCE FROM PROPOSED PROJECT (FEET)
Mendenhall Mall	4448	Cleanup Complete	335
Alaska Club Juneau Valley	26929	Active	437
Valley Chevron	24906	Cleanup Complete	680
Valley Tesoro	26640	Active	708
2921 <u>Glacierwood Court</u> (residence)	26331	Active	1,065
Riverbend/Dimond Park	299	Active	1,270

DOWL performed a Phase I Environmental Site Assessment for the project location in August 2019 and did not report any conditions on the property that would indicate site contamination. They examined two of the active sites due to their proximity to the site and extensive nature of the contamination, The Alaska Club Juneau Valley and Valley Tesoro. Based on their research and interviews with ADEC staff members, DOWL concluded the likelihood of encountering contaminated groundwater during development of the proposed project is extremely low. Their report is included as Appendix D.

**J. Navigable Waterways**

Does the proposed project cross or have the potential to impact a navigable waterway?

- No
- Yes, describe potential impacts and any coordination with the US Coast Guard.

There are no navigable waterways within the proposed project area.

**K. Noise and vibration**

Does the project have the potential to increase noise or vibration?

NO

YES, describe impact and provide map identifying sensitive receptors such as schools, hospitals, parks and residences. If the project will result in a change in noise and vibration sources, you must use FTA's "Transit Noise and Vibration Impact Assessment" methodology to determine impact.

Noise generated from operation of the proposed transit center will be in line with current noise levels in the Light Commercial zone around the Mendenhall Mall. Existing traffic noise on Mendenhall Mall Road is generated from mall and restaurant patrons, buses, and delivery trucks, and the project would not significantly increase noise associated with traffic. The nearest sensitive noise receptors include apartment buildings (closest is 340 feet away) and an elementary school (650 feet away). See Table 1 for a complete list of sensitive noise receptors in the area and Appendix A - Figure 4 for a map of sensitive noise receptors. See Section III.S. for discussion of temporary noise impacts associated with project construction.

**L. Prime and Unique Farmlands**

Does the proposal involve the use of any prime or unique farmlands?

No

Yes, describe potential impacts and any coordination with the Soil Conservation Service of the U.S. Department of Agriculture.

There are no currently designated prime or unique farmlands in the State of Alaska.



**M. Historic & Cultural Resources**

Impacts to cultural, historic, or recreational properties may trigger Section 106 or tribal consultations or a Section 4(f) evaluation, requiring consideration of avoidance alternatives.

Does the project involve any ground disturbing activities?

- No
- Yes, provide the approximate maximum ground disturbance depth. Also provide information on previous disturbances or where ground disturbance will occur.

Ground disturbance during construction would be limited to approximately one to three feet in depth.

According to DOWL's Phase I Site Assessment performed in August 2019, the proposed project location was undeveloped and covered with forested vegetation until 2006 when the property was cleared of vegetation and laid with gravel fill. They also noted that adjoining properties were undeveloped until 1979. See Appendix D.

Are there any historic resources in the vicinity of the project?

- No
- Yes, Attach photos of structures more than 45 years old that are within or adjacent to the project site and describe any direct or indirect impacts the project may cause.

Cultural Resource Consultants, LLC (CRC) performed a search of the Alaska Heritage Resource Survey (AHRS) on September 27, 2019 to look at the proposed project area.<sup>1</sup> CRC found that there are no known archaeological or historical sites within the project area. While there are a few known sites listed on the AHRS in the general area (the closest sites are approximately 0.25 miles northeast or southwest of the project area), none would be affected by the proposed project.

Consultation in accordance with Section 106 of the National Historic Preservation Act was initiated on **DATE, 2019**, with the State Historic Preservation Officer (SHPO) and local tribal entities to determine potential impacts of the proposed project on identified historic or cultural resources. The SHPO concurred with a finding of 'no historic properties affected' on **DATE, 2019** (SHPO File No. **xxxxx**). See Appendix E for record of consultation with SHPO and tribal entities.

No impacts to historic or cultural resources are anticipated from the proposed project. If previously undocumented historic or cultural resources are discovered, construction would cease immediately and FTA, CBJ, and SHPO would be notified. Procedures in accordance with 36 CFR 800 would be followed.

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<sup>1</sup> Cultural Resource Consultants, LLC. 2019. Mendenhall Valley Bus Transit Center. Memo to Solstice Alaska Consulting, Inc. September 27, 2019.

**N. Biological**

Are there any species located within the project vicinity that are listed as threatened or endangered under the Endangered Species Act? Determine this by obtaining lists of threatened and endangered species and critical habitat from the US Fish and Wildlife Service and the National Marine Fisheries Service.

According to the U.S. Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) website on September 26, 2019, there are no threatened or endangered species within the project area. The IPaC report is included as Appendix F.

Describe any critical habitat, essential fish habitat or other ecologically sensitive areas within or near the project area.

According to USFWS, the Alaska Department of Fish and Game, the Alaska Department of Natural Resources, and the U.S. Forest Service websites consulted on September 26, 2019, there is no critical habitat area, essential fish habitat, or other sensitive area within or near the project area.

**O. Recreational**

Is the project located in or adjacent to a park or recreation area?

No

Yes, provide information on potential impacts to the park or recreation area. Please also indicate if the park involved Land and Water Conservation Act funds (Section 6(f))

There are no parks or recreation areas located within or adjacent to the project area. The nearest recreation area is Dimond Park, located 0.25 miles northwest.

**P. Seismic and Soils**

Are there any unusual seismic or soil conditions in the project vicinity? If so, indicate on project map and describe the seismic standards to which the project will be designed.

No

Yes, describe

According to the CBJ's *All-Hazards Mitigation Plan (2009)*, large earthquakes are rare in Juneau. Because of its proximity to fault lines, it is certain that past earthquakes have occurred in the area, but there is no written record of any significant earthquakes in the Juneau area. Minor earthquakes have been detected in Southeast Alaska as recently as June 7, 2009, indicating that area fault lines are still active and should be considered a threat.

A review of the Natural Resources Conservation Service Web Soil Survey on September 12, 2019, indicated there are no soil data available for the proposed project area. The project is within a lot that was subject to previous disturbance through grading and other modifications that disturb natural soil patterns.

The facility and site will be designed and stamped by a professional engineer considering all natural hazards, including seismic concerns and soil conditions.

**Q. Water Quality**

Does the project have the potential to impact water quality, including during construction?

No

Yes, describe potential impacts and best management practices which will be in place.

The proposed project would disturb more than one acre of (previously disturbed) land and the construction contractor would be required to obtain a Construction General Permit from ADEC and develop a Stormwater Pollution Prevention Plan (SWPPP) to mitigate impacts to water quality during construction. The SWPPP would contain construction best management practices (BMPs), including:

- Construction limits would be staked and clearly demarcated
- Sediment prevention measures (i.e. silt fence or other means) would be placed and maintained. These devices would remain in place until fill and other exposed earthwork attributable to the project are stabilized.
- Stabilized construction exits would be provided for vehicles leaving the work area.

Will there be an increase in new impervious surface or restored pervious surface?

No

Yes, describe potential impacts and proposed treatment for stormwater runoff.

The impervious surface area at the site would be increased by adding paved areas and small shelter buildings, potentially causing increased volume and contamination of stormwater runoff from the site. The proposed project, located within the Mendenhall River watershed, is unlikely to contribute runoff to listed impaired waterbodies in the Juneau area (Duck, Jordan, Lemon, Pederson Hill, and Vanderbilt Creeks). To alleviate contribution of contaminated stormwater runoff to the watershed, approximately 11,087 sf (17% of the proposed development) would be landscaped/grassy areas that can retain surface water and filter contaminants prior to entering stormwater outfalls.

Is the project located in the vicinity of an EPA-designated sole source aquifer (SSA)?

No

Yes, provide the name of the aquifer which the project is located in and describe any potential impacts to the aquifer. Also include the approximate amount of new impervious surface created by the project. (May require completion of SSA worksheet.)

There are no designated SSAs within the State of Alaska.

**R. Wetlands**

Does the proposal temporarily or permanently impact wetlands or require alterations to streams or waterways?

No

Yes, describe potential impacts

A search of the National Wetlands Inventory database on September 12, 2019, indicated that there are wetlands near the project area; however, none are within the proposed project lot. Additionally, much of the project area and surroundings are made up of previously disturbed/filled areas. No wetlands would be impacted by the proposed project.

**S. Construction Impacts**

Describe the construction plan and identify impacts due to construction noise, utility disruption, debris and spoil disposal, and staging areas. Address air and water quality impacts, safety and security issues, and disruptions to traffic and access to property.

*Water Quality*

Ground disturbing activities and stormwater runoff may result in temporary water quality degradation. Implementation of a SWPPP and BMPs would minimize adverse impacts to water quality during project construction.

*Air Quality*

Operation of construction equipment may lead to a temporary decrease in air quality as a result of increased airborne dust and emission-related particulate matter. Air quality impacts could be minimized by use of dust and emission suppression methods such as watering disturbed surface areas and ensuring construction equipment receives regular maintenance. No permanent adverse impacts to air quality are anticipated from this project.

*Traffic and Business Impacts*

Construction activities are not expected to cause alterations to the normal flow of vehicle traffic on Mendenhall Mall Road. Traffic impacts would be limited to a small increase in construction vehicle traffic on and off the site during business hours. As a result, road users and local businesses may experience minor delays during project construction. Access to adjacent properties such as the Mendenhall Mall would be maintained throughout construction.

*Noise Impacts*

Temporary noise impacts would result from the operation of heavy equipment, the presence of construction crews, and other associated construction activities. However, none of the noise impacts from construction would result in a permanent change in noise levels in the area. In accordance with local noise ordinances (42.20.095(c)), construction would be scheduled to occur between 7:00 a.m. and 10:00 p.m., Monday through Friday, or between 9:00 a.m. and 10:00 p.m., Saturday and Sunday, unless a permit is obtained from the CBJ.

**T. Cumulative and Indirect Impacts**

Are cumulative and indirect impacts likely?

No

Yes, describe the reasonably foreseeable:

a) Cumulative impacts, which result from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes them. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

As the proposed project would not induce any environmental resource impacts beyond the construction phase, cumulative impacts from past, present, or reasonably foreseeable future actions are unlikely. Impacts to water quality from increased impervious surface area would be mitigated through use of vegetated buffer areas along the perimeter of the property.

Cumulative impacts to water quality are not likely as much of the surrounding area is already developed.

Cumulative impacts from construction activities would not occur as the surrounding area is already largely developed. It is unlikely that there would be concurrent construction activities as the proposed project contributing to cumulative construction impacts. Temporary air quality impacts may occur from several construction projects happening at the same time in the Mendenhall Valley, but impacts from the proposed action would be minor and localized. Overall air quality and PM-10 levels would not be impacted after project construction was completed.

b) Indirect impacts, which are caused by the action but are later in time or farther removed in distance, yet are still reasonably foreseeable. Indirect impacts may include growth-inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air, water and other natural systems, including ecosystems.

The proposed project would not induce any change in the pattern of land use or population density, nor would it contribute to growth in the Mendenhall Valley. The proposed bus schedule is similar in magnitude to Capital Transit's existing service and there would not be an increase in buses on Juneau roads. Further, the proposed project would make riding the bus more convenient for Mendenhall Valley residents and encourage others to use the bus rather than driving. This would induce positive change by alleviating traffic congestion and parking crunch for nearby areas and downtown Juneau. Finally, air quality would be improved by reducing the number of vehicles on the roads. Capital Transit's commitment to conversion of their diesel fleet to electric would also positively contribute to healthy air quality in Juneau.

**U. Property Acquisition**

If property is to be acquired for the project, indicate whether acquisition will result in relocation of businesses or individuals.

**Note:** For acquisitions over \$500,000, FTA concurrence in the property's valuation is also required.

The land to be purchased/acquired by the CBJ is currently vacant and therefore would not result in any business or residential relocations.

**V. Energy**

If the project includes the construction or reconstruction of a building, identify potential opportunities to conserve energy which could be employed. This includes building materials and techniques used for construction; special innovative conservation features; fuel use for heating, cooling and operations; and alternative renewable energy sources.

Although plans are not yet finalized on the proposed VTC, a small drivers' breakroom and bathroom is planned. To conserve energy, building construction could include features such as:

- a continuous layer of insulation around the building envelope;
- an energy-efficient roof;
- energy-efficient windows and doors; and
- energy-efficient heating, ventilation, and cooling (HVAC) system.

Additionally, Capital Transit was awarded grant funding for new electric buses and charging infrastructure and is working towards changing the fleet over to electric. The proposed VTC includes charging stations for electric buses and the park and ride lot includes three electric vehicle parking stalls adjacent to a charging station for riders' vehicles.

**W. Public Involvement**

Describe public outreach efforts undertaken on behalf of the project. Indicate opportunities for public meetings (e.g. board meetings, open houses, special hearings). Indicate any significant concerns expressed by agencies or the public regarding the project.

Public notice of this project was provided in the June 14 and June 23, 2019, issues of the Juneau Empire's "Your Municipality" section, and a Notice of Public Hearing was mailed to all property owners within 500 feet of the proposed project area. A Public Notice sign was posted on the subject parcel, visible from the Mendenhall Mall Road public right-of-way. The project was presented to the Juneau Planning Commission at a regular public meeting held June 25, 2019.

One public comment was received that raised concern about noise during the construction phase and increased pedestrian traffic in the area.

DOT&PF were contacted for comment considering the project's proximity to DOT&PF-managed roadways. They expressed concern that the right turn only exit on to Riverside Drive from the VTC might interfere with access to the adjacent Alaska Club parking lot. The separation of the Riverside Drive exit meets CBJ Engineering Standard Details (4<sup>th</sup> Edition, 2011) 103B for driveway design.

**X. Mitigation Measures**

Describe all measures to be taken to mitigate project impacts.

Impacts from the proposed project are expected to be minor or non-existent as bus routes would remain the same with a few increases in frequency of bus arrivals. The proposed project would mitigate minor increases in the frequency of bus arrivals by providing:

- increased accessibility to mass transit to a population center;
- reduction of vehicle congestion on the roadways;
- an alternative to parking one’s own vehicle in crowded downtown Juneau; and
- bike lockers to further reduce vehicle traffic and increase the accessibility of mass transit.

To mitigate the increase in impervious ground surface area, approximately 11,087 sf of the lot would remain unpaved. These landscaped areas would help to filter contaminants prior to entering stormwater outfalls to alleviate contribution of contaminated stormwater runoff to the watershed.

To mitigate impacts to historic and cultural properties, all work would be halted in the event that unidentified historic or cultural resources are discovered during construction and SHPO, CBJ, and FTA would be notified.

Construction impacts would be mitigated through use of BMPs, including:

- implementation of a SWPPP;
- construction limits would be staked and clearly demarcated;
- sediment prevention measures (i.e. silt fence or other means) would be placed and maintained. These devices would remain in place until fill and other exposed earthwork attributable to the project are stabilized.
- stabilized construction exits would be provided for vehicles leaving the work area.
- active areas would be wetted and activities would be minimized during high winds to minimize dust generation from the construction site.

**Y. Other Federal Actions**

Provide a list of other federal NEPA actions related to the proposed project or in the vicinity.

No other actions related to the proposed project or known within the vicinity.

**Z. State and Local Policies and Ordinances**

Is the project in compliance with all applicable state and local policies and ordinances?

No, describe noncompliance:

Yes

**AA. Related Federal and State/Local Actions**

- Corps of Engineers Permit (Section 10, Section 404)
- Coast Guard Permit
- Coastal Zone Management Certification
- Critical Area Ordinance Permit
- ESA and EFH Consultation
- Floodplain Development Permit
- Forest Practice Act Permit
- Hydraulic Project Approval
- Local Building or Site Development Permits
- Local Clearing and Grubbing Permit
- National Historic Preservation Act-Section 106 consultation
- National Pollutant Discharge Elimination System General Construction Permit
- Shoreline Permit
- Solid Waste Discharge Permit
- Sole Source Aquifer Consultation
- Section 4(f) (Historic or Recreational Properties; Wildlife Refuges)
- Section 6(f) (Recreational Properties)
- Section 106 (Historic Properties)
- Stormwater Site Plan (SSP)
- Temporary Erosion and Sediment Control Plan (TESC)
- Water Rights Permit
- Water Quality Certification—Section 401
- Tribal Consultation or Permits (if any, describe below)
- Other

Others (describe as applicable):

**Submitted By (name, title):**

**Date:**

Please submit two paper copies of this form, attachments, and a transmittal letter recommending a NEPA finding to the address below, or submit an electronic version to [fta.tro10mail@dot.gov](mailto:fta.tro10mail@dot.gov). Contact FTA at the number below if you are unsure of these procedures. Modifications are typically necessary.

Federal Transit Administration, Region 10  
915 2nd Avenue, Suite 3142  
Seattle, WA 98174-1002

phone: (206) 220-7954  
fax: (206) 220-7959  
[fta.tro10mail@dot.gov](mailto:fta.tro10mail@dot.gov)



**APPENDIX A**  
**Project Figures**



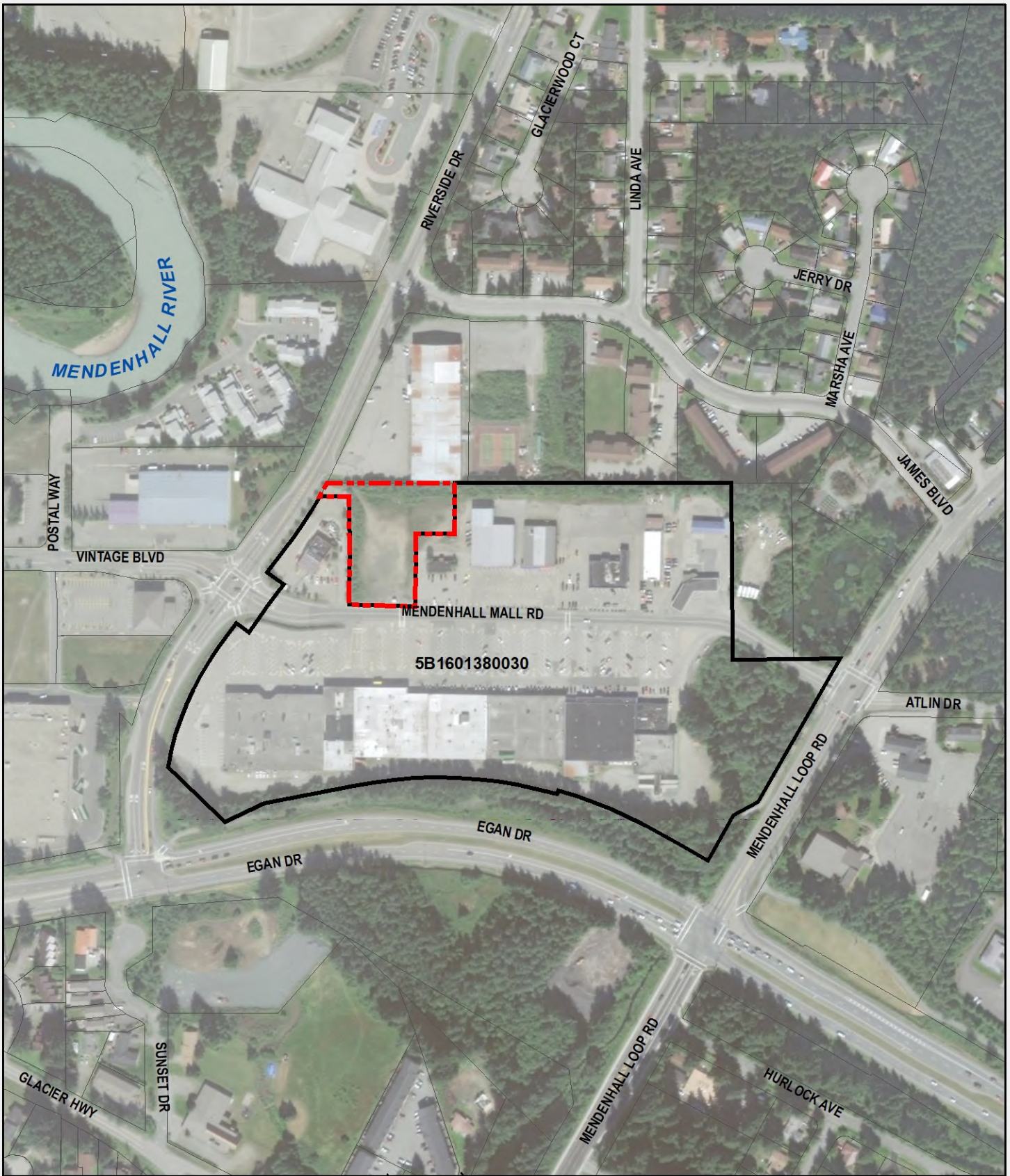
Figure 1. Location and Vicinity

Capital Transit-Valley Transfer Station  
Phase 1 ESA



Date: August 22, 2019








-  Subject Property
-  Subject Parcel
-  CBJ Parcel Boundary



Figure 2. Subject Property

Capital Transit-Valley Transfer Station  
Phase 1 ESA

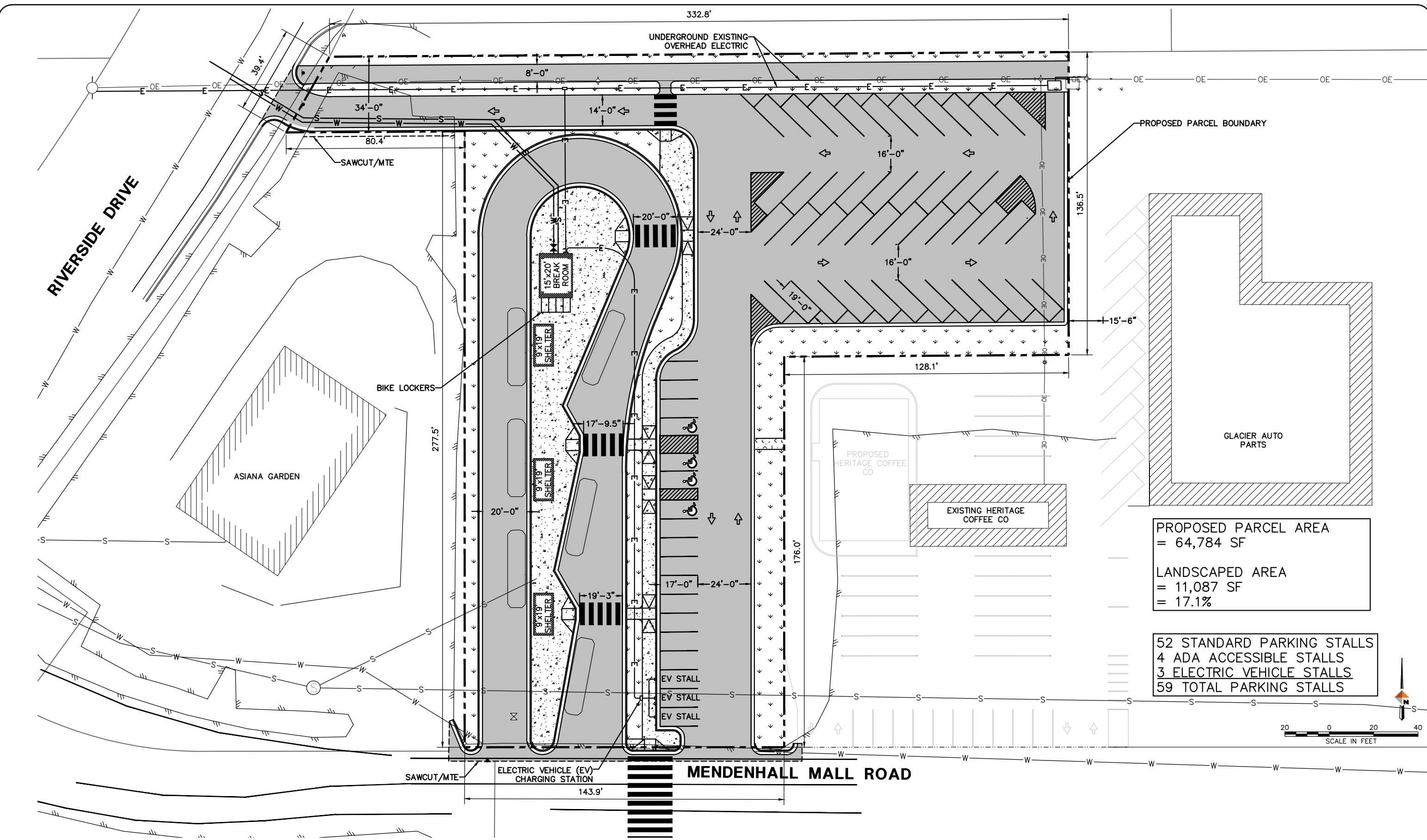


Date: August 12, 2019

Figure 2



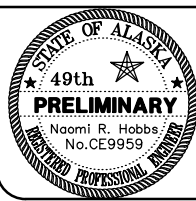
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PROPOSED PARCEL AREA  
= 64,784 SF

LANDSCAPED AREA  
= 11,087 SF  
= 17.1%

52 STANDARD PARKING STALLS  
4 ADA ACCESSIBLE STALLS  
3 ELECTRIC VEHICLE STALLS  
59 TOTAL PARKING STALLS



**DOWL**  
Consulting Engineers • Land Surveyors • Construction Administration

PLANS DEVELOPED BY:  
DOWL  
5368 COMMERCIAL BOULEVARD  
JUNEAU, ALASKA 99801  
907-780-3533  
AECL848

JOB No. J71014.01 DRAWN BY: STAFF DESIGNED BY: STAFF CHECKED BY: STAFF DATE: JUNE 2019

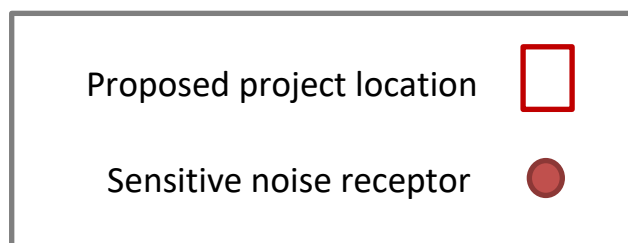
**CITY/BOROUGH OF JUNEAU**  
ALASKA'S CAPITAL CITY  
DEPARTMENT OF ENGINEERING

**CAPITAL TRANSIT  
VALLEY TRANSIT CENTER**

**Figure 3. 35% Site Plan**



Figure 4. Existing Land Use



**APPENDIX B**

**CITY AND BOROUGH OF JUNEAU PLANNING COMMISSION CONDITIONAL USE PERMIT**



## Planning Commission

(907) 586-0715  
PC\_Comments@juneau.org  
www.juneau.org/plancomm  
155 S. Seward Street • Juneau, AK 99801

### PLANNING COMMISSION NOTICE OF RECOMMENDATION

Date: July 1, 2019

File No.: CSP2019 0008

City and Borough of Juneau  
CBJ Assembly Members  
155 S Seward Street  
Juneau, AK 99801

Proposal: Consistency review to build a Valley Transit Center with associated Park and Ride facilities

Property Address: 9101 Mendenhall Mall Road

Legal Description or ROW name: USS 381 Mendenhall Mall TR M3

Parcel Code No.: 5B1601380030

Hearing Date: June 25, 2019

The Planning Commission, at a regular public meeting, adopted the analysis and findings listed in the attached memorandum dated June 17, 2019, and recommended that the City Manager direct CBJ staff to design and build the project in accordance with the following recommendations as amended by the Planning Commission:

1. All plumbing fixtures meet a recognized water efficiency standard beyond the minimum required by the CBJ Building Code (e.g. EPA WaterSense standard).
2. Public recycling receptacles be used at the VTC.
3. The design of the transit center take into account growing commerce and the needs of the community, and the Planning Commission recommends that the Assembly take note of the four conditions staff recommended in the analysis of the associated Conditional Use Permit, USE2019 0015 (June 17, 2019, memorandum). These conditions were:
  1. Prior to issuance of a Building Permit, the applicant shall submit a lighting plan illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements per CBJ 49.40.230(d).



2. The approved lighting plan shall include lighting immediately adjacent to the driveway exits onto both Mendenhall Mall Road and Riverside Drive.
3. Any bike racks shall be permanently affixed to the ground, building, or other permanent fixture, and shall be located so that parked bicycles do not encroach into a pedestrian walkway or vehicle area. Bicycle racks shall, at a minimum, be designed in accordance with the standards listed in the Juneau Non-Motorized Transportation Plan. [2009 edition, page 44]
4. Prior to issuance of a Building Permit, Capital Transit shall have a recorded access easement agreement with the owners of the mall for use of Mendenhall Mall Road for the Valley Transit Center buses and users.

NOTE: The associated Conditional Use Permit, USE2019 0015, was removed from the June 25, 2019, Planning Commission meeting agenda, and no action was taken on that item.

Attachments: June 17, 2019 memorandum from Tim Felstead, Community Development, to the CBJ Planning Commission regarding CSP2019 0008.

This Notice of Recommendation constitutes a recommendation of the CBJ Planning Commission to the City and Borough Assembly. Decisions to recommend an action are not appealable, even if the recommendation is procedurally required as a prerequisite to some other decision, according to the provisions of CBJ 01.50.020(b).

Project Planner:   
Tim Felstead, Planner  
Community Development Department

  
Paul Voelckers, Vice-Chair  
Planning Commission

  
Elizabeth M. Egan  
Filed With Municipal Clerk

7/9/2019  
Date

cc: Plan Review

**NOTE:** The Americans with Disabilities Act (ADA) is a federal civil rights law that may affect this development project. ADA regulations have access requirements above and beyond CBJ - adopted regulations. The CBJ and project designers are responsible for compliance with ADA. Contact an ADA - trained architect or other ADA trained personnel with questions about the ADA: Department of Justice (202) 272-5434, or fax (202) 272-5447, NW Disability Business Technical Center (800) 949-4232, or fax (360) 438-3208.





(907) 586-0715  
CDD\_Admin@juneau.org  
www.juneau.org/CDD  
155 S. Seward Street • Juneau, AK 99801

**DATE:** June 17, 2019

**TO:** Planning Commission

**FROM:** Tim Felstead, Planner   
Community Development Department

**CASE NO.:** USE2019 0015/CSP2019 0008

**PROPOSAL:** Conditional Use Permit to build a Valley Transit Center with associated Park and Ride facilities

Consistency review to build a Valley Transit Center with associated Park and Ride facilities

**GENERAL INFORMATION**

**Applicant:** CBJ Department of Engineering and Public Works

**Property Owner:** Tower Legacy I LLC

**Property Address:** 9101 Mendenhall Mall Road

**Legal Description:** USS 381 Mendenhall Mall TR M3

**Parcel Code Number:** 5B1601380030

**Site Size:** 64,783 square feet (1.57 acres)

**Comprehensive Plan Future Land Use Designation:** Traditional Town Center (TTC)

**Zoning:** Light Commercial

**Utilities:** Public water/public sewer

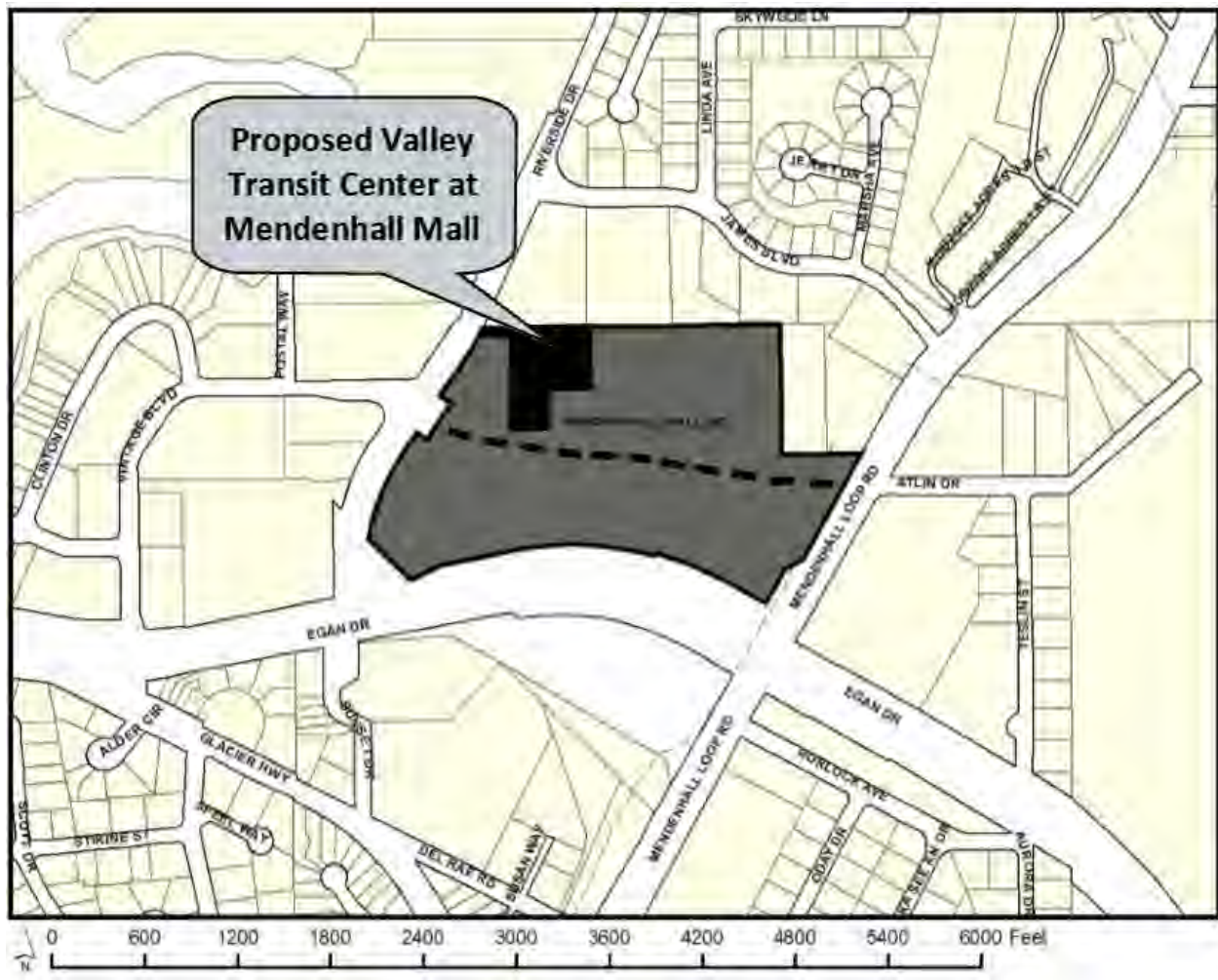
**Access:** Riverside Drive or Mendenhall Loop Road onto Mendenhall Mall Road (private road)

Existing Land Use: Specific site is vacant. Mall site includes offices, retail, restaurants, auto repair, and service station.

Surrounding Land Use:

North	-	Exercise facility (LC)
South	-	Private Mendenhall Road (LC), Mendenhall Mall (LC)
East	-	Retail; Restaurant (LC)
West	-	Restaurant (LC); Riverside Drive Right-of-Way

**VICINITY MAP**



**ATTACHMENTS**

Attachment A – Application including narrative and site plan

## **PROJECT DESCRIPTION**

The applicant requests a Conditional Use Permit for the development of a public transit center and associated park and ride facility for Capital Transit.

## **BACKGROUND**

Capital Transit has been examining amendments to its routes and timings for a number of years, since the Assembly adopted the 2014 CBJ Transit Development Plan (Resolution 2685). Significant service changes were recommended in the plan that include adding service to Riverside Drive and providing earlier service start and later service stop times. A major goal of the plan was eliminating or reducing the number of missed timed transfers at the Mendenhall Valley Transfer station currently located in the Mallard Street right-of-way at the rear of Nugget Mall. The Plan was guided by the following goals:

- 1. Ensure that routes have adequate time to operate on schedule.**
2. Provide service to new residential and employment areas including Riverside Drive, the Lemon Creek industrial/employment area, Juneau International Airport and the AMHS Ferry Terminal.
- 3. Maintain timed transfers to the greatest extent possible, and provide convenient and comfortable transfer locations.**
4. Operate all downtown service to, from, or via the Downtown Transit Center.
5. Match service levels with ridership demand to ensure resources are being used as efficiently as possible.
6. Ensure that service design, marketing information, buses, and other elements of the service are as legible and easy to understand as possible.

During the development of new bus schedules recommended by the plan, Capital Transit realized that the route segment times used for the development of the original plan were inaccurate, and that the proposed timed transfers at Mallard Street behind the Nugget Mall were not feasible. CSP2014 0019 reviewed the possibility of relocating the Valley Transfer location further north, adjacent to the Pipeline Skate Park. A number of timetable changes were also recommended. However, a number of the proposed route and timetable recommendations proved unpopular and the Assembly directed Capital Transit to develop alternatives.

The current timetable and routes were developed in 2015 (reviewed CSP2015 0013) and did not require the Skate Park to be used as a transfer location, which remained at Nugget Mall.

The Nugget Mall transfer point has operational issues associated with it. There is no breakroom or public rest room facilities in the immediate facilities and the operators of Nugget Mall

discourage transit users from using their bathroom facilities. There are no off-street parking spaces for use by Capital Transit to facilitate driver changes (a Capital Transit car is used to take the driver to the bus). Surrounding private parking lot ownership limits CBJ's efforts to provide a dedicated Park and Ride site. The transfer location is also remote from the main population centers in the Valley.

Two sites were preliminarily explored for the new Valley Transit Center (VTC) location: one in Vintage Park and the other on a vacant portion of Mendenhall Mall, which the owners would subdivide and sell to CBJ.

The preferred option subject to this review is the location within the Mendenhall Mall property. Capital Transit have been developing new timetables, which would work with each location.

Funding for the project will come from a Federal Transit Authority (FTA) grant with a grant match of ~\$1M from CBJ.

## **ANALYSIS**

The proposed development is required to be subject to a Conditional Use Permit review, because it meets the definition of a 'transit center' rather than a 'transit station'. The CBJ land use code (see CBJ 49.80.120) defines a transit center as:

*Transit center means a building or facility adjacent to an area where two or more transit vehicles stop for the purposes of layover, transfer, or route termination. A transit center will typically include one or more of the following: information kiosk, vending, snack shop, break room, police substation, bike storage lockers or racks, indoor waiting area, covered platform, private restrooms, public restrooms, and other amenities supporting transit operations.*

*Transit station means a building or facility within or adjacent to the right-of-way where two or more transit vehicles stop for the purposes of transfer, or route termination. A transit station will typically include one or more of the following: information kiosk, vending, bike storage lockers or racks, covered platform.*

Based on the proposed design for the VTC it is only the provision of a breakroom, private bathroom, and possible public bathroom that elevate the proposal to needing a Conditional Use Permit. A transit station would not require a Conditional Use Permit.

It should be noted that the applicant's site plan changed after the application was first submitted and there are minor discrepancies between their narrative and the latest site plan. These differences do not impact the analysis in this staff report.

**Project Site** – The project site is a vacant part of the Mendenhall Mall site. Mendenhall Mall is one large, privately owned lot. While public traffic does pass through the site between Mendenhall Loop Road and Riverside Drive public rights-of-way (ROW), Mendenhall Mall Road is actually a private road that is maintained by the owners of Mendenhall Mall. Within the Mendenhall Mall site is the main mall building itself on the south side of Mendenhall Mall Road, with uses including retail stores, a supermarket, offices, bars, and restaurants. On the north side are a number of standalone buildings, which are under private ownership, but lease the land under and surrounding their stores.

A 1990 site plan, submitted when an addition was being added to link the mall to an adjacent office annex, identifies the proposed VTC site for future retail expansion, as well as providing an area for snow storage for the rest of the mall site. In 2015, CBJ undertook a review of required parking for the Mendenhall Mall site using updated parking requirements. This review reduced the number of required spaces. The 1990 site plan showed that 657 spaces were available on property that was not leased to other businesses nor included in the proposed VTC location. The revised parking count for the mall building is 524 parking spaces with 6 loading zones. This means that the mall has surplus space to use for snow storage if the VTC area is removed from the site.

The proposed VTC lot is 64,783 square feet. The immediate boundaries of the new lot are surrounded by commercial uses.

The proposed subdivision that would allow the subject site to be separated from the rest of the mall property would be a minor subdivision, which would require Director approval only. The proposed lot lines would ensure the lot had direct and practical access on Riverside Drive and the required 20 feet of lot width and frontage on a publically maintained ROW.

**Project Design** – The proposed design would provide a looped bus staging area for buses only with space for six bus stalls. The looped design means walking, transferring passengers do not have to walk along a line of buses to find their next service. A separated parking area for 59 Park and Ride or dedicated Capital Transit parking spaces is proposed.

The site will include a building for a breakroom for Capital Transit Staff, including a bathroom and potentially a public bathroom. Setbacks in Light Commercial are shown in the table below – all buildings (including shelters) on the lot meet the minimum setback requirements.

<b>Setback</b>	<b>Distance (feet)</b>
Front	25
Street side	17
Side	10
Rear	10

The project will not cost more than \$5M, so it will not trigger a need to meet LEED Certification. However, there are elements of the breakroom and restroom design that should incorporate sustainable elements such as the heating and water fixtures (see comments on 'Juneau Climate Action and Implementation Plan' under 'Consistency with Adopted Plans' below).

**Traffic** – According to the Institute of Transportation Engineers (ITE) Trip Generation manual (9<sup>th</sup> Edition) each Park and Ride space will generate 4.5 trips (range of 3.90 and 7.06 trips per space). Based on 59 parking spaces this would result in 265.5 trips per day. This trip number probably reflects both the bus services and multiple use of the spaces. It should be noted that bus services already use the Mendenhall Road and should be considered as an existing condition. Per CBJ 49.40.300(a)(3), the Director has discretion to require a Traffic Impact Analysis (TIA) if the project will generate between 250 and 499 Average Daily Trips. The Director, in consultation with CBJ Engineering, has determined that a TIA is not required. Contributing factors for this decision were:

- Some of the traffic expected is actually already present as buses already run through the area.
- The Park and Ride will be a commuter Park and Ride, which is expected to have a lower trip generation than 4.5 trips per parking space. The lower number from the ITE studies would not generate enough trips to trigger a TIA.
- Existing Level of Service (LOS) B at the intersections of Mendenhall Mall Road with Mendenhall Loop Road (no LOS data was available for Riverside Drive).
- The number of additional trips is only 3.7% of the 7,153 daily trips on Mendenhall Mall Road (DOT&PF 2017 Average Annual Daily Traffic Counts).
- John Bohan with CBJ Engineering has stated that given the existing traffic control at either end of Mendenhall Mall Road, there are no other control options that could improve the LOS.
- Park and Ride is intended to have broader benefits to LOS at the intersections on Egan Drive.

DOT&PF were contacted for comment given the VTC's proximity to DOT&PF managed streets. Their only concerns were regarding implications for Riverside Drive with the right turn only exit and interactions with the Juneau Racquet Club's parking lot access. DOT&PF do note that since they do not manage Riverside Drive it should be treated as advice only. The separation of the Riverside Drive exit does meet CBJ Standard details 103B for driveway design

**Parking and Circulation** – As mentioned above, the Park and Ride lot will have 59 spaces. The access into the bus loop would be from Mendenhall Mall Road. There will be a separate access for the Park and Ride area: one two-way ingress/egress onto Mendenhall Mall Road and one right turn only exit onto Riverside Drive.

*For the CSP recommendation, it is recommended that Capital Transit should have a formal*

*access easement agreement with the owners of the mall for use of Mendenhall Mall Road for the Valley Transit Center buses and users.*

Per CBJ 49.40.220(b), parking plans for major developments are required to be prepared by a professional engineer or architect. The submitted site plan is stamped by a State Licensed Engineer. The parking spaces meet or exceed the minimum width of 8.5 feet wide x 17 feet deep. Access aisle widths meet or exceed the minimums required.

CBJ49.40.210(b)(3) requires 1 accessible parking space to be included in each 25 parking spaces provided. The parking lot would be required to provide 3 accessible parking spaces, one of which should be van accessible. The design provides 2 van accessible spaces and 2 standard accessible spaces and so exceeds the Land Use Code requirements. The access aisles have access directly onto the internal sidewalk.

The Land Use Code does not require right-of-way intersection standard markings and signage at access points to rights-of-way.

Transit centers do not come with a Park and Ride requirement. The only parking spaces required are calculated based on the size of the bus driver breakroom and bathroom facilities. Based upon the proposed breakroom size of 15 feet x 20 feet, there is no use specified in the parking minimum standards table in CBJ 49.40.210. CBJ 49.40.200(3) allows the most comparable use to be used to determine the parking requirement. The breakroom is most similar to a restaurant (1 space per 200 square feet) or office space (1 space per 300 square feet). The parking lot can accommodate these required spaces.

While not mentioned in the application narrative, it is planned to install some electric charging stations for private vehicles. Level I and Level II chargers would be appropriate for vehicles that will typically park for longer durations. While not dedicated to Park and Ride use, it might be a suitable location for CBJ to provide a DC fast charger location in the Valley. However, there are cost implications to upgrading circuits to handle fast chargers and electricity tariff implications, as it would likely trigger a demand charge. The placement of a fast charger in the Downtown Transit Center (DTC) made sense because an electricity demand charge is already triggered for many months of the year. This is due to other uses on the circuit (i.e. DTC parking structure lighting, police sub-station, Capital Transit breakroom and waiting facilities, and the sidewalk and parking structure ramp heating).

The VTC might also be used for short 'during trip' charging for the electric buses that are expected to be introduced to the Capital Transit fleet by 2019. This is still to be determined and plans to provide conduit and space for bus charging infrastructure will be included in the design.

The owners of the mall have indicated to the applicant that they would participate in a joint use

or shared use parking agreement that could accommodate future overspill of the Park and Ride. Based on the above-mentioned review of required parking spaces for the mall, there would be some surplus spaces that could be used in the mall parking lot.

Per CBJ 49.40.200, any joint use parking (i.e. a primarily daytime use and primarily nighttime use sharing parking spaces) requires Planning Commission approval and the Commission would have to determine the appropriate reduction. The applicant does not have sufficient information at this time to know that a joint use agreement would be required. They would need to amend this Conditional Use Permit, if approved, to get approval for joint use parking. A shared parking situation would be when surplus parking spaces on a lot are made available to a use on a different lot. This would only need an agreement between the two lot owners, however, CDD would like to review any agreement to verify that the spaces were in fact surplus and there was still sufficient snow storage area.

**Vegetative Cover and Landscaping** – CBJ 49.50.110 requires that Light Commercial lots have a minimum of 15% vegetative cover. In addition, the Land Use Code requires parking and circulation areas to be ‘attractively landscaped’ (CBJ 49.40.230(a)). CBJ 49.40.230(c)(1) states parking areas ‘shall be landscaped in accordance with design review standards’. However, Title 3 of the CBJ Administrative Code no longer includes design review standards for parking lot design. Staff can only subjectively assess whether the parking lot design is ‘attractive’.

The Land Use Code does however define ‘Landscape’ (CBJ 49.80.120) as:

*(2) To add lawns, trees, plants, or other natural and decorative features to land.*

The applicant’s site plan shows that 17.1% of the lot area will be vegetation. The current proposal shows an existing vegetated swale along the north property line will be retained and it is hoped to retain existing trees along the west property line. Landscaping will also be provided around the bus-staging loop and the perimeter around heritage coffee.

**Drainage and Snow Storage** – The applicants propose to use a drainage swale along the north property line and area drains within the paved area. A building permit will be required for the development. The drainage will be designed and reviewed in more detail at that time under the requirement of the CBJ Building Code (Title 19) and to ensure conformity with 2010 CBJ Stormwater Manual of Best Management Practices. CBJ General Engineering will review the drainage and have no issues with the site being able to provide suitable drainage. Snow storage has not been addressed, but since there is no minimum parking space requirement, it is possible that a number of the Park and Ride spaces could be used as snow storage if needed.

**Lighting** – Although there is no objective minimum illumination standard required, per 49.40.230(d), all parking areas shall be suitably lit and shall use full cut-off lighting to prevent glare onto neighboring properties. The applicant’s narrative states that they will use full cut-off



lighting, but no specifications of the fixtures or lighting are shown on the site plan.

*It is recommended as a condition of approval of the Conditional Use Permit, that prior to issuance of a Building Permit, the applicant shall submit a lighting plan illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements per CBJ 49.40.230(d).*

The applicant has stated that all lighting will be LED lighting. A streetlight is currently located 50 feet from the Riverside Drive exit and overhead power lines could make placing a full-height street light directly at the exit difficult. A smaller pedestrian scale light should be considered instead. Pedestrian scale lighting is encouraged throughout the facility. There are no streetlights lining Mendenhall Mall Road.

*It is recommended as a condition of approval of the Conditional Use permit, that prior to issuance of a Building Permit, an approved lighting plan shall include lighting immediately adjacent to the driveway exits onto both Mendenhall Mall Road and Riverside Drive.*

**Waiting facilities** – There are no provisions in CBJ plans that describe minimum requirements for restrooms. The type of waiting facilities and provision of public restroom facilities has been something discussed by Staff during the design process. The proposed site plan includes covered shelters and bathrooms. While heated, fully enclosed shelters would be desirable, experience with issues of loitering in the DTC waiting area has understandably caused concern of the same issues occurring at the VTC. The provision of covered shelters is the minimum that should be expected of a Park and Ride and a transit hub where passengers may be expected to wait up to 5 minutes for their transfer. Providing no heated shelter may have an impact on the popularity of the Park and Ride during the winter months, or encourage people to sit in idling cars until their bus arrives.

A private restroom for the drivers is a certainty and one of a number of attractions for Capital Transit, as their drivers have limited opportunities for restroom breaks. The provision of public restrooms at the VTC is also something that has been the subject of discussion. The provision of restroom facilities is something that has been provided on an informal basis at Nugget Mall. Not providing a restroom will likely serve as a barrier to users, or force them to use restrooms in local businesses. Local businesses may react by locking their own bathrooms, or giving a key or access code to patrons only – this would add an indirect cost to the use of the bus system.

There is nothing in adopted plans that give Staff guidance on required provisions of restrooms at transit facilities.

**Non-motorized transportation** – The applicant intends to use some of the open paved space in the staging loop to contain bike lockers and covered bike racks; although, none are shown on the site plan at this early stage in the project design. CBJ has no minimum number of bike spaces per number of parking spaces. Since the bikes are likely to be long-term parkers, i.e. more than an hour, secure lockers would be more attractive to ‘Bike and Ride’ users, though some covered bicycle racks would also be recommended. CBJ busses also have racks to carry bikes on the front of them. An 8-foot pedestrian and bicycle shared path is also proposed to run alongside the direct access to Riverside Drive. Unfortunately, Mendenhall Mall Road has poor pedestrian and cycle infrastructure with no sidewalks or bike lanes. The new owners of Mendenhall Mall hope to improve Mendenhall Mall Road in the future as part of their wider development plans.

CBJ 49.40.230(b)(5) requires that sidewalks be at least 4 feet wide with a raised curb of at least 6 inches; where wheel stops are not used to prevent vehicles overhanging the sidewalk, the sidewalk must be 6 feet wide. The site plan does not show wheel stops but the width of the sidewalk from curb face to the edge of sidewalk is measured at ~8 feet.

The Juneau Non-motorized Transportation Plan calls for bike racks to have to points of contact on which to rest a bike and they allow for the frame of the bike to lock to the rack with a U-lock.

*It is recommended as a condition of approval of the Conditional Use Permit, that any bike racks shall be permanently affixed to the ground, building, or other permanent fixture, and shall be located so that parked bicycles do not encroach into a pedestrian walkway or vehicle area. Covered bicycle racks shall, at a minimum, be designed in accordance with the standards listed in the Juneau Non-Motorized Transportation Plan. [2009 edition, page 44]*

While the DTC has heated sidewalks for snow clearance, this is not planned for the VTC.

**Noise** – Operational noise from the development will not be out of keeping with the existing uses in the Mendenhall Mall area. The nearest residential dwelling is ~300 feet from the perimeter of the bus-staging or parking area. One public comment was received stating concern about construction noise. Construction noise could result from any development of this lot, including uses that would not require a Conditional Use Permit.

**Public Health or Safety** - The structures meet all zoning requirements for height and setbacks and they will need to meet all applicable building code construction requirements.

**Habitat** – There are no habitats regulated by the CBJ Land Use Code that would be impacted by the development.

**Property Value or Neighborhood Harmony** – The CBJ Assessor has stated:

“...the impact will be positive if anything. Definitely no negative impact on the area and it will provide vast improvement on commute traffic for employees working downtown and those wanting to travel without taking their personal vehicle.”

One member of the public who lives on James Boulevard commented that they are concerned the development will increase the number of pedestrians in their neighborhood. James Boulevard is the street to the north of the subject site.

**Conformity with Adopted Plans** –

CBJ Comprehensive Plan 2013

The proposed development is in an area identified in the Comprehensive Plan Land Use Maps as Traditional Town Center (TTC).

*These lands are characterized by high density residential and non-residential land uses in downtown areas and around shopping centers, the University, major employment centers and public transit corridors, as well as other areas suitable for a mixture of retail, office, general commercial, and high density residential uses at densities at 18 or more residential units per acre. Residential and non-residential uses could be combined within a single structure, including off-street parking. Ground floor retail space facing roads with parking behind the retail and housing above would be an appropriate and efficient use of the land.*

The CBJ Comprehensive Plan is supportive of the transit orientated development and Park and Ride.

*POLICY 8.5 TO PROMOTE A BALANCED, WELL-INTEGRATED LOCAL MULTI-MODAL SURFACE TRANSPORTATION SYSTEM THAT PROVIDES SAFE, CONVENIENT AND ENERGY-EFFICIENT ACCESS AND TRANSPORT FOR PEOPLE AND COMMODITIES.*

*Standard Operating Procedures*

*8.5 - SOP1 Provide a safe, convenient, reliable and low-cost public transit and rapid transit system within the Urban Service Area to ensure that within that area, everyone has the ability to access work, school, services, shopping and leisure activities by public transit, with stops located so as to be within ½ mile of each other along routes.*

*8.5 - SOP3 Provide public transit services to low- and moderate-income neighborhoods and support supplementary transit service for the elderly, handicapped and homeless residents seeking work or medical or social services.*

*Implementing Actions*

*8.5 - IA3 Update, adopt and implement the Capital Transit Development Plan...*

*8.5 - IA8 Construct or complete the improvements and planning documents called for in the Area Wide Transportation Plan as funding becomes available. Where there is a public need for those improvements in the immediate future, actively pursue the funding needed to complete those improvements.*

*POLICY 8.6. TO PROMOTE AND FACILITATE TRANSPORTATION ALTERNATIVES TO PRIVATE VEHICLES AS A MEANS OF REDUCING TRAFFIC CONGESTION, AIR POLLUTION AND THE CONSUMPTION OF FOSSIL FUELS, AND TO PROVIDE SAFE AND HEALTHY MEANS OF TRANSPORTATION TO ALL PEOPLE.*

The Comprehensive Plan also notes that ‘*Park and Ride facilities at transfer locations*’ and ‘*Secure storage for bicycles at transit stops...*’ should be a feature of a Transit First policy (p.113).

Use of a dedicated Park and Ride site close to Egan Drive, Mendenhall Loop Road, and Riverside Drive is expected to result in reduced parking demand in the downtown area.

Capital Transit Development Plan (CTDP) (2014)

The CTDP provided recommendations for route changes to the transit system. The existing Nugget Mall transfer location has operational issues for Capital Transit from both a timetabling and facilities perspective. Based on provisional timetabling studies, Capital Transit believe the relocation of the Valley Transfer location from Nugget Mall to the proposed VTC will enable services to better coordinate transfers while delivering a more reliable system. Other advantages are improved break facilities for drivers and transit hub closer to the main valley population center. Capital Transit have stressed that future route changes will not remove service from Nugget Mall. Capital Transit plan extensive public outreach during review of new timetables.

Park and Ride was also discussed in the plan to a limited extent (p. 3-10). It was recommended to use existing parking lots, where possible, when creating formal Park and Ride locations. While the VTC will provide some parking on a lot owned by CBJ, the proximity to the Mendenhall Mall parking lot, which has land and surplus spaces, provides potential for Park and Ride to expand in the immediate proximity of the VTC.

As stated in the CTDP (page 1-2):

*All of the recommendations are based on the following service goals:*

1. Ensure that routes have adequate time to operate on-schedule.
2. Better match service levels with ridership demand to ensure resources are being used in the most efficient way possible.
3. Evaluate requests and demand for service to new areas, including:
  - Riverside Drive
  - Lemon Creek industrial/employment area
  - Ferry Terminal
4. Strive to ensure high-quality and convenient service, so that:
  - When a transfer is required, make it convenient and comfortable with wait times as short as possible.
  - Service is provided for commuter needs during peak periods as well as riders using the service during non-peak times and on weekends.
  - Some service continues to operate through the core of downtown (Franklin, Fourth, and Main Streets).
5. *Ensure that service design, marketing information, buses, and other elements of the service are as legible and easy-to-understand as possible. [Emphasis added]*

More specifically, the 2014 plan notes the Nugget Mall Transfer currently has very basic facilities that belies its importance as a hub and one of the most highly used stops on the Capital Transit system (p. 5-2). It recommends the Transfer stop be upgraded to at least a 'superstop'. The VTC will exceed that upgrade, although the level of comfort of the waiting facilities is still a topic for discussion.

Use of bike lockers was also something recommended as part of capital improvements for the Capital Transit system in general. This is being delivered at the VTC with space for expansion of bike lockers, should they prove popular.

#### Juneau Non-motorized Transportation Plan (2009)

The following policies are relevant to the proposed development.

*POLICY 3 - MUNICIPAL PROJECTS. IMPROVE THE PROCESS FOR PLANNING COMMISSION REVIEW OF CBJ PROJECTS TO ALLOW TIMELY COMMENT ON NON-MOTORIZED INFRASTRUCTURE AND ROUTES. PROJECT MANAGERS WILL USE A CONTEXT SENSITIVE APPROACH IN THE DESIGN OF CITY PROJECTS TO ACHIEVE A COMPLETE STREETS NETWORK.*

The project is being reviewed relatively early in the design process, and therefore changes recommended by the Commission will be able to be incorporated into the design. The Juneau Non-Motorized Transportation Plan does not call for specific improvements relevant to the VTC.

The provision of bike lockers and racks is something that is supported by the Juneau Non-motorized Transportation Plan.

*POLICY 10 - BICYCLE RACKS. Provide more bicycle racks.*

*Biking destinations in Juneau often lack adequate bike parking facilities. Existing bike racks often do not have enough space to accommodate the number of cyclists using the facility. Secure, covered, well designed bike racks help encourage residents to take more trips by bicycle and are required for the development of a complete non-motorized network. Bike racks should be located at schools, commercial buildings, apartments, parks, transit stops and hubs, malls, recreation areas and on buses. [Emphasis added] p. 73*

#### Juneau Renewable Energy Strategy (JRES) (2018)

As one of four strategy areas, the Juneau Renewable Energy Strategy (JRES) calls for a reduced dependence on fossil fuels for transportation. The strategy also has a community objective for 80% of community energy use to be from renewable sources by 2045. Facilities that encourage increased transit use as part of a multi-modal system will help achieve this goal. Provision of electric vehicle charge facilities will also encourage increased use of local renewable electricity for transportation.

Efficient LED lighting will contribute to both the community objective and toward improvements in the energy efficiency of CBJ buildings and operations. Nothing is mentioned regarding heating and water fixtures in the breakroom and restrooms – this is not unexpected, given it is a 35% design at this stage of review. Recommendations on these aspects are discussed below.

This project is consistent with JRES goals.

#### Juneau Climate Action and Implementation Plan (2011)

The Juneau Climate Action and Implementation Plan (JCAIP) identifies a number of aspects of CBJ facilities that should be addressed to reduce energy use and greenhouse gas emissions. These include energy efficiency standards, water use, recycling, and alternative transportation facilities. The enclosed building footprint is small. Any public restrooms will likely be segregated and would need their own heat source.

**Energy** – The JCAIP recommends that CBJ should establish a minimum for energy efficiency for

CBJ buildings, giving an example of 10 BTU per square foot of heated floor area.

*Strategy B1-A. Set energy efficiency standards for all new local government buildings, leased space, and equipment.*

*Strategy B1-B. Reduce energy consumed and GHG emissions produced by local government buildings.*

The JCAIP recommends that CBJ should establish a minimum energy efficiency standard for buildings. JCAIP recommends using “specific standards that exceed the minimum baselines of such standards as the American Society of Heating, Refrigeration and Air-Conditioning Engineers Energy Efficiency Standard (ASHRAE 90.1 or 90.2), for example, the 10 BTUs per square foot of heated floor area standard”. This has not been established as a required standard for CBJ. The JCAIP also recommends new CBJ buildings should aim to halve their energy use per square foot compared to existing buildings.

Building commissioning and life cycle analysis was also recommended as a requirement for all CBJ Buildings – this may not be appropriate for the VTC considering it is such a small building with limited space to house space heating equipment.

JCAIP also recommends that CBJ should have a system to track energy and water use. The VTC will have its own electricity and water meters and be capable of being billed separately from other Capital Transit facilities.

**Water** – JCAIP notes that while water itself is not in short supply in Juneau, facilities to treat and pump the water around the Borough require electricity. Reducing the amount of water used therefore frees up renewable electricity for use elsewhere to replace fossil fuels used for transportation or heating. An action under the relevant strategy is to “upgrade and retrofit CBJ plumbing systems with water conserving technology”. It would make sense for this to be extended as a requirement for new CBJ construction. Plumbing fixtures were not addressed in the application. The Environmental Protection Agency (EPA) uses WaterSense as a certification standard.

*Strategy U3-B. Carry out ongoing maintenance and repairs to minimize leaks in the water system.*

*It is recommended that all plumbing fixtures meet a recognized water efficiency standard.*

**Recycling** – JCAIP also recommends that all CBJ facilities should provide waste recycling.

*Strategy U5-B. Reduce waste associated with local government facilities and operations*

*It is recommended that recycling receptacles be used at the VTC.*

**Transit Use** – JCAIP has a goal to increase Capital Transit ridership with the following strategy:

*Strategy T2-A. Expand transit service using most energy efficient vehicles practical (p.40)*

**Electric Vehicle Charging Infrastructure** – Provision of electric vehicle charging infrastructure is identified as a short-term action for CBJ.

*Strategy T3-B Encourage the use of low-carbon emitting vehicles (p.40)*

**Bicycling** - JCAIP identifies a need for increased encouragement of bicycling and walking which includes provision of *“bicycle racks, showers, and other amenities at city facilities to promote bicycle use by agency employees and visitors”*.

*Strategy T4-B. Use public education and incentives to encourage residents to walk and cycle. (p.41)*

**Reducing Vehicle Miles Driven** – While Park and Ride is not identified as a specific action to be pursued it will assist in delivering *‘Goal T-5 Reduce Vehicle Miles Driven’*. (p.42)

## **FINDINGS**

CBJ 49.15.330 (e)(1), Review of Director's Determinations, states that the Planning Commission shall review the Director's report to consider:

1. Whether the application is complete;
2. Whether the proposed use is appropriate according to the Table of Permissible Uses; and,
3. Whether the development as proposed will comply with the other requirements of this chapter.

The Commission shall adopt the Director's determination on the three items above unless it finds, by a preponderance of the evidence, that the Director's determination was in error, and states its reasoning for each finding with particularity.

CBJ 49.15.330 (f), Commission Determinations, states that even if the Commission adopts the Director's determination, it may nonetheless deny or condition the permit if it concludes, based upon its own independent review of the information submitted at the public hearing, that the development will more probably than not:

1. Materially endanger the public health or safety;
2. Substantially decrease the value of or be out of harmony with property in the neighboring area; or,



3. Not be in general conformity with the comprehensive plan, thoroughfare plan, or other officially adopted plans.

Per CBJ 49.15.330 (e) & (f), Review of Director's & Commission's Determinations, the Director makes the following findings on the proposed development:

**1. *Is the application for the requested Conditional Use Permit complete?***

**Yes.** Staff finds the application contains the information necessary to conduct full review of the proposed operations. The application submittal by the applicant, including the appropriate fees, substantially conforms to the requirements of CBJ Chapter 49.15.

**2. *Is the proposed use appropriate according to the Table of Permissible Uses?***

**Yes.** The requested permit is appropriate according to the Table of Permissible Uses. The permit is listed at CBJ 49.25.300, Section 15.610 for the Light Commercial zoning district.

**3. *Will the proposed development comply with the other requirements of this chapter?***

**Yes.** The proposed development complies with the other requirements of this chapter. Public notice of this project was provided in the June 14, 2019 and June 23, 2019 issues of the Juneau Empire's "Your Municipality" section, and a Notice of Public Hearing was mailed to all property owners within 500 feet of the subject parcel. Moreover, a Public Notice Sign was posted on the subject parcel, visible from the public Right-of-Way.

**4. *Will the proposed development materially endanger the public health or safety?***

**No.** Based on the above analysis, the proposed development, with conditions, will not endanger the public health and safety.

**5. *Will the proposed development substantially decrease the value of or be out of harmony with property in the neighboring area?***

**No.** Based on the above analysis the use, with conditions, will maintain values and will be in harmony with the neighboring area.

**6. *Will the proposed development be in general conformity with the land use plan, thoroughfare plan, or other officially adopted plans?***

**Yes.** Based on the preceding analysis and with the recommended conditions and recommendations, the project is in general conformity with adopted plans.

**Per CBJ 49.70.900 (b)(3), General Provisions, the Director makes the following Juneau Coastal Management Program consistency determination:**

**7. Will the proposed development comply with the Juneau Coastal Management Program?**

N/A

### **CONDITIONAL USE PERMIT RECOMMENDATION**

It is recommended that the Planning Commission adopt the Director's analysis and findings and **APPROVE** the requested Conditional Use Permit. The permit would allow the development of a transit center with driver break facilities and possibly a public bathroom, along with the associated Park and Ride on a future lot within the current Mendenhall Mall lot in a Light Commercial zoning district.

The approval is subject to the following conditions:

1. Prior to issuance of a Building Permit, the applicant shall submit a lighting plan illustrating the location and type of exterior lighting proposed for the development. Exterior lighting shall be designed, located, and installed to minimize offsite glare. Approval of the plan shall be at the discretion of the Community Development Department Director, according to the requirements per CBJ 49.40.230(d).
2. The approved lighting plan shall include lighting immediately adjacent to the driveway exits onto both Mendenhall Mall Road and Riverside Drive.
3. Any bike racks shall be permanently affixed to the ground, building, or other permanent fixture, and shall be located so that parked bicycles do not encroach into a pedestrian walkway or vehicle area. Bicycle racks shall, at a minimum, be designed in accordance with the standards listed in the Juneau Non-Motorized Transportation Plan. [2009 edition, page 44]
4. Prior to issuance of a Building Permit, Capital Transit shall have a recorded access easement agreement with the owners of the mall for use of Mendenhall Mall Road for the Valley Transit Center buses and users.

### **CITY PROJECT REVIEW RECOMMENDATION**

Staff recommends that the Planning Commission recommend the Assembly **APPROVE** CSP2019 0008, the development of the Valley Transit Center and associated Park and Ride lot.

It is further recommended that:

1. All plumbing fixtures meet a recognized water efficiency standard beyond the minimum required by the CBJ Building Code (e.g. EPA WaterSense standard).
2. It is recommended that public recycling receptacles be used at the VTC.



# DEVELOPMENT PERMIT APPLICATION

NOTE: Development Permit Application forms must accompany all other Community Development Department land use applications.

To be completed by Applicant	<b>PROPERTY LOCATION</b>	
	Physical Address 9101 Mendenhall Mall Road	
	Legal Description(s) (Subdivision, Survey, Block, Tract, Lot) USS 381 Mendenhall Mall TR M3	
	Parcel Number(s) 5B1601380030	
	<input type="checkbox"/> This property located in the downtown historic district <input type="checkbox"/> This property located in a mapped hazard area, if so, which _____	
	<b>LANDOWNER/LESSEE</b>	
	Property Owner GARRETT SCHOENBERGER/PAUL SIMPSON	Contact Person (ALASKA LEGACY PARTNERS)
	Mailing Address PO BOX 34033 JUNEAU, AK 99801	Phone Number(s) (602) 790-6144
	E-mail Address garrett@alaskalegacypartners.com	
	<b>LANDOWNER/LESSEE CONSENT</b> Required for Planning Permits, not needed on Building/Engineering Permits	
I (we and) the owner(s) or lessee(s) of this property subject to this application and I (we) consent, as follows: A. This application for a land use or activity review for development on my (our) property is made with my complete understanding and permission. B. I (we) grant permission to officials and employees of the City and Borough of Juneau to inspect my property as needed for purposes of this application.		
X	<u>Pault [Signature]</u> Landowner/Lessee Signature	<u>5/8/19</u> Date
X	<u>[Signature]</u> Landowner/Lessee Signature	<u>5/8/19</u> Date
NOTICE: The City and Borough of Juneau staff may need access to the subject property during regular business hours and will attempt to contact the landowner in addition to the formal consent given above. Further, members of the Planning Commission may visit the property before the scheduled public hearing date.		
<b>APPLICANT</b>		
Applicant CBJ Capital Transit/Engineering	Contact Person Lori Sowa	
Mailing Address 155 S. Seward Street	Phone Number(s) 586-0875	
E-mail Address lori.sowa@juneau.org		
X	<u>Lori Sowa [Signature]</u> Applicant's Signature	<u>5/9/2019</u> Date of Application

DEPARTMENT USE ONLY BELOW THIS LINE

This form and all documents associated with it are public record once submitted.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number USS 2090015 ESP20190006	Intake Initials [Signature]
	Date Received 5/10/19



# CITY/STATE PROJECT AND LAND ACTION REVIEW APPLICATION

See reverse side for more information regarding the permitting process and the materials required for a complete application.

**NOTE: Must be accompanied by a DEVELOPMENT PERMIT APPLICATION form.**

To be completed by Applicant

**PROJECT SUMMARY**  
CBJ intends to build a Valley Transit Center (VTC) with associated Park and Ride facilities at the Mendenhall Mall.

---

**TYPE OF PROJECT REVIEW:**  
 City Project Review     
  City Land Acquisition /Disposal     
  State Project Review

---

**PROJECT NUMBERS ASSOCIATED WITH PROPOSAL:**  
 Is this project associated with any other Land Use Permits?   
  YES    Case No. \_\_\_\_\_   
  NO

Capital Improvement Program # (CIP)    D71-089

Local Improvement District # (LID)    \_\_\_\_\_

State Project #    \_\_\_\_\_

---

**ESTIMATED PROJECT COST:**    \$ 2.3 million

---

**ALL REQUIRED MATERIALS ATTACHED**

- Complete application
- Pre-Application notes (if applicable)
- Narrative including:
  - Current use of land or building(s)
  - Proposed use of land or building(s)
  - How the proposed project complies with the Comprehensive Plan
  - How the proposed project complies with the Land Use Code (Title 49)
- Site Plan (details on page 2)

**NOTE: This application is required even if the proposed project is associated with other Land Use permits.**

-----DEPARTMENT USE ONLY BELOW THIS LINE-----

CITY/STATE PROJECT FEES	Fees	Check No.	Receipt	Date
Application Fees	\$ <u>          </u>			

This form and all documents associated with it are public record once submitted.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

For assistance filling out this form, contact the Permit Center at 586-0770.

Case Number <u>CSP20190008</u>	Date Received <u>5/10/19</u>
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**Attachment A - Application**



## **Project Narrative: Valley Transit Center/Park and Ride**

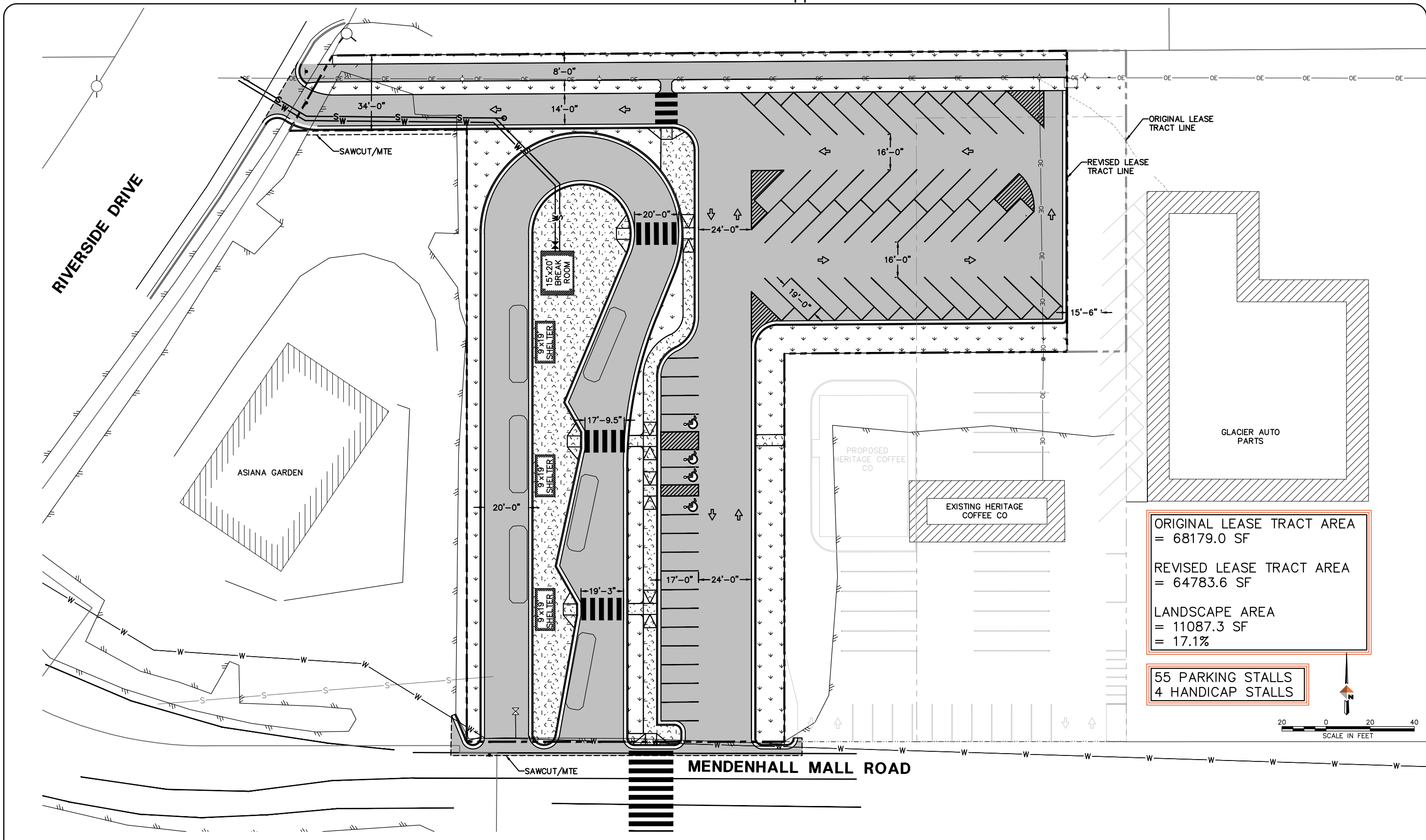
In the effort to boost transit ridership and reduce overall parking demands downtown, staff has been working toward development of a transit center with associated park and ride facilities in the Vintage/Mendenhall Mall area. The Nugget Mall site (the current transfer station in the Valley) is not suitable for the VTC and is removed enough from Valley commuters and walkers to discourage transit use. With assistance from DOWL, staff evaluated several conceptual designs for the VTC at two sites: Vintage Park and the Mendenhall Mall. The preferred option is located within the Mendenhall Mall property near Heritage Coffee. This property is currently under contract to be sold, and staff has been working with the potential new owners on plans for building the VTC.

The Mendenhall Mall parcel is zoned for light commercial use and is currently vacant. The VTC is proposed to be developed with the following amenities:

- Pull-through bus stop with staging for up to seven busses
- Covered bus shelters for passengers waiting for the bus
- Driver break-room building with kitchen area and bathroom
- Bike racks and/or lockers
- Parking lot with 95 standard stalls (8.5'x17') and 4 ADA stalls (1 van accessible)
- Sidewalk for pedestrian/bicyclists to access the facility from Riverside Drive
- New LED, full cutoff lighting (fixtures have not been chosen yet, but lighting will be designed by an electrical engineer). Care will be taken to make sure glare is not an issue for neighboring properties.
- 15% of the total area will have vegetative cover.
- All sidewalks, ramps, and bathrooms will be ADA compliant

A 35% design has been completed for the preferred alternative (see attached site plan). Preliminary drainage is included – the drainage and snow removal plan for the site will be further developed through the design process. No drainage will be allowed to discharge onto neighboring properties, and snow storage/ease of removal considerations will be included in the final design.

Staff also had an appraisal completed for the hypothetical (subdivided) lot to determine fair market value for the property. Once the sale of the Mendenhall Mall property is complete, the new owners will begin the process to subdivide the lot. The potential new owners have already had a pre-application meeting with CDD staff (notes included) and do not anticipate any issues with the subdivision process. The potential new owners anticipate the sale will be complete by the end of February 2019. Once the lot is subdivided, CBJ can purchase the property and begin development of the VTC and park and ride facilities. Construction is projected to begin in the summer of 2020.



ORIGINAL LEASE TRACT AREA  
= 68179.0 SF

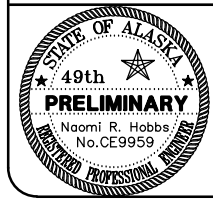
REVISED LEASE TRACT AREA  
= 64783.6 SF

LANDSCAPE AREA  
= 11087.3 SF  
= 17.1%

55 PARKING STALLS  
4 HANDICAP STALLS



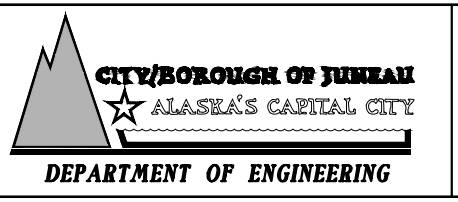
C:\Civil\_3D\Projects\2016\24\71014-01\Civil\MC-CT-BA-71014.dwg 2019-6-7 12:36:26



**DOWL**  
Consulting Engineers • Land Surveyors • Construction Administration

PLANS DEVELOPED BY:  
DOWL  
5368 COMMERCIAL BOULEVARD  
JUNEAU, ALASKA 99801  
907-780-3533  
AECL848

JOB No. J71014.01 DRAWN BY: STAFF DESIGNED BY: STAFF CHECKED BY: STAFF DATE: JUNE 2019



**CAPITAL TRANSIT  
VALLEY TRANSIT CENTER**

**SITE PLAN  
PRELIMINARY**

SHEET NO.  
**1**  
of  
**1**





{907} 586-0715  
 CDD\_Admin@juneau.org  
 www.juneau.org/CDD  
 155 S. Seward Street • Juneau, AK 99801

## Valley Transit Center

Case Number: PAC2019 0006  
 Applicant: Lori Sowa, CBJ Engineering  
 Property Owner: Glacier Village Supermarket Inc  
 Property Address: 9101 Mendenhall Mall Road  
 Parcel Code Number: 5B1601380030  
 Site Size: 63,743 Square Feet  
 Zoning: Light Commercial  
 Existing Land Use: Vacant (part of Mendenhall Mall)

Conference Date:	1/30/19
Report Issued:	<b><u>Reissued 4/9/19 – Corrected Item 19 - Utilities</u></b>

### List of attendees

Note: Copies of the Pre-Application Conference Report will be emailed, instead of mailed, to participants who have provided their email address below.

Name	Title	Email address
Lori Sowa	Applicant	<a href="mailto:Lori.sowa@juneau.org">Lori.sowa@juneau.org</a>
Tim Felstead	Planning	<a href="mailto:tim.felstead@juneau.org">tim.felstead@juneau.org</a>
John Young	Building	<a href="mailto:john.young@juneau.org">john.young@juneau.org</a>
Mark Millay	General Engineering	<a href="mailto:mark.millay@juneau.org">mark.millay@juneau.org</a>



## Conference Summary

### Questions/issues/agreements identified at the conference that weren't identified in the attached reports.

The following is a list of issues, comments and proposed actions, and requested technical submittal items that were discussed at the pre-application conference.

### Planning Division:

1. **Zoning** – Zoned Light Commercial. The proposed use is determined to be a Transit Center which requires a Conditional Use permit if the size of development is over 1 acre in size. The subject area is proposed to be subdivided from the existing area of the Mendenhall Mall lot. This subdivision was reviewed in PAC20180069. The area proposed for the Transit Center is over one acre in size and so requires a Conditional Use permit. This can be done at the same time as the City State Project review for consistency with Title 49 and the Comprehensive Plan. The transit center will have a drivers break room and bathroom, an additional public bathroom may also be provided. Waiting facilities are planned to be basic unheated bus shelters.

The new Transit Center will also operate as a Park and Ride facility.

2. **Setbacks** – Setbacks in LC are as follows

<b>Front</b>	25 ft
<b>Street side</b>	17 ft
<b>Rear</b>	10 ft
<b>Side</b>	10 ft

There do not appear to be any setback issues based on the site plan.

3. **Height** – Maximum allowed height are 45 feet for permissible uses and 35 feet for accessory uses.
4. **Access** – The site is proposed to have a main access from Mendenhall Mall Road. This is currently a private road and CBJ should ensure there is an access easement in place. A second exit only access is proposed for access from Riverside Drive is also proposed for use by cars only. The site will also be used as a park and ride facility with 99 spaces in the parking lot. This falls under the threshold for requiring a deceleration lane for the development (required for developments with 100 or more parking spaces).

Even if more than 100 spaces were required the low speed and short distance of this road of this road makes a deceleration lane a little redundant but there are no variances to this standard as it sits in Chapter 35 of the Land Use Code.

5. **Parking** – There is no define parking requirement in the Land Use code for a Transit Center or a parking and ride facility use. The parking area appears to meet the dimensional standards for parking spaces and access aisles width. One space will be need to be dedicated to the breakroom (useful for Captial Transit vehicle or janitorial vehicles).

Sidewalk standards require 4 ft wide sidewalks minimum. These should be 6 ft if curb stops or similar devices are not installed as vehicles would instead over hang the sidewalk. Paths should be separated by from the driving area by a 6 inch curb. Crossing areas should be raised but this requirement is usually waived – pedestrian routes through the parking area should be clearly marked. ADA clear path requirements will apply ramps, sidewalk widths etc. See CBJ 49.40.220 for more information on parking and circulation requirements.

6. **Lot Coverage** – There is no maximum lot coverage.
7. **Vegetative Coverage** – The lot must have 15% of vegetative cover. The parking and circulation section of the Land Use Code requires that parking areas be 'attractively landscaped'. There are no other standards

than that CDD Staff can draw on so the determination by CDD is relatively subjective but landscaping in the surrounding area and guidance from the Comprehensive Plan is used.

Vegetated stormwater facilities can also count toward vegetated cover – see Drainage below.

8. **Lighting** – The Land Use Code requires parking areas should be ‘adequately lit’. There is no minimum foot candle or similar standard. Parking and lighting plans should be designed by a professional engineer or architect. All lighting should be full cut-off and no glare should project onto neighboring property.
9. **Noise** – There will be an additional concentrations of buses as this will be a transfer point. This is not expected to result in significant noise impacts. There are no residential developments immediately adjacent.
10. **Flood** – Not in flood hazard zone.
11. **Hazard/Mass Wasting/Avalanche/Hillside Endorsement** – Not applicable
12. **Wetlands** – Does appear to be wetlands on any CBJ maps
13. **Habitat** – NA
14. **Plat or Covenant Restrictions** – None found on plats in CBJ files. Mall is subject to numerous Conditional Use permits but this portion is vacant.

**Building Division:**

15. **Building** – Has to be one restroom for the driver’s break room. Can be unisex. Does not appear to be any requirement for public bathroom under building code. There may be FTA requirements tied to the funding. Any bathrooms have to be ADA compliant. Sidewalks should be ADA compliant including ramps to interior pedestrian ways.
16. **Outstanding Permits** – There likely are some but non relevant to this site since it is vacant.

**General Engineering/Public Works:**

17. **Engineering** – NA
18. **Drainage** – No drainage onto neighboring properties following subdivision. If drainage is underground consider connecting to catch basin on Riverside. Any catch basins in the development will need to record a maintenance schedule agreement (private developers are being required to do this). Use of green drainage infrastructure which can also provide snow storage areas is recommended.
19. **Utilities** – (water, power, sewer, etc.) – The water line running through Mendenhall Mall Road is a ~~CBJ~~ private water line according to CBJ Water. Easements should be considered for any portion outside of CBJ owned property or public Right of Way.

**Fire Marshal:**

20. **Fire Items/Access** – CCFR have reviewed the site plan and aerial of location. They do not believe there are any fire concerns that would not be addressed during the building permit review.

**Other Applicable Agency Review:**

21. **DOT&PF Transit Office** - Check FTA requirements for new transit facilities through either the State or FTA directly. ADA compliance will be required. It is also suggested that the Juneau Coordinated Transportation Coalition are included in Agency review.

## List of required applications

Based upon the information submitted for pre-application review, the following list of applications must be submitted in order for the project to receive a thorough and speedy review.

1. **Conditional Use Permit Application including complete site plan and narrative**
2. **City State Project review application form**
3. **Development Permit application**

## Additional submittal requirements:

Submittal of additional information, given the specifics of the development proposal and site, are listed below. These items will be required in order for the application to be determined Counter Complete.

1. **A copy of this pre-application conference report.**
2. **Site plans and new route information that summarizes the service frequency changes when the new Transit Center begins running.**

## Exceptions to submittal requirements:

Submittal requirements staff has determined **not** to be applicable or **not** required, given the specifics of the development proposal, are listed below. These items will **not** be required in order for the application to be reviewed.

## Fee estimates

The preliminary plan review fees listed below can be found in the CBJ code section 49.85.

Based upon the project plan submitted for pre-application review, staff has attempted to provide an accurate estimate for the permits and permit fees which will be triggered by your proposal.

1. **Conditional Use Permit application – Class III Use \$750**
2. **Public Notice Sign - \$50 plus \$100 deposit refunded on return of sign.**
3. **NO CSP FEES IF UNDER \$2.5M**

For informational handouts with submittal requirements for development applications, please visit our website at [www.juneau.org/cdd](http://www.juneau.org/cdd).

## Submit your completed application

You must submit your application(s) in person with payment to:

City/Borough of Juneau  
Permit Center  
230 S. Franklin Street,  
Fourth Floor Marine View Center  
Juneau, AK 99801

Phone: (907) 586-0715  
Fax: (907) 586-4529  
Web: [www.juneau.org/cdd](http://www.juneau.org/cdd)

**APPENDIX C**  
**Proposed Valley Transit Center Bus Schedule**

shift start    shift end  
 VTC            VTC  
 layover       layover  
 time           time  
 (min)         (min)         VTC Drop and Go  
    Layover time (min)  
 5              1              2

<-- These numbers can be updated. Values in RED are calculated using these numbers.

Arrival Time	Arrival Route Number	Arriving From	Arrival Shift Schedule	Depart. Time	Depart. Route Number	Departing To	Depart. Shift Schedule	VTC Layover (h:mm)	Notes: Number of Busses per hour
6:13 AM	0	Barn	R	6:18 AM	12	Downtown	R	0:05	
6:30 AM	0	Barn	B	6:35 AM	10	DTC Express	B	0:05	
6:39 AM	13	Taku	S	6:40 AM	10	DTC Express	R	0:01	
6:53 AM	4	Backloop	A	7:15 AM	2	Downtown	A	0:22	6
6:54 AM	15	Nugget	T	6:55 AM	3	Backloop	T	0:01	
6:59 AM	3	Backloop	I	7:05 AM	17	Express Downtown	I	0:06	
7:00 AM	0	Barn	G	7:05 AM	12	Downtown	G	0:05	
7:02 AM	13	Taku	Q	7:05 AM	10	DTC Express	Q	0:03	
7:21 AM	3	Backloop	T	7:23 AM	9	Express Downtown	T	0:02	
7:27 AM	11	Downtown	N	7:29 AM	11	Backloop	N	0:02	8
7:41 AM	1	Downtown	B	7:43 AM	7	Riverside	B	0:02	
7:42 AM	17	Express Downtown	I	7:46 AM	4	Backloop	I	0:04	
7:54 AM	7	Riverside	B	8:15 AM	2	Downtown	B	0:21	
7:58 AM	11	Backloop	N	8:00 AM	10	DTC Express	N	0:02	
8:11 AM	1	Downtown	Q	8:13 AM	7	Riverside	Q	0:02	
8:11 AM	9	Express Downtown	T	8:23 AM	9	Express Downtown	T	0:12	
8:12 AM	4	Backloop	I	8:16 AM	3	Backloop	I	0:04	
8:20 AM	10	DTC Express	S	8:45 AM	2	Downtown	S	0:25	8
8:24 AM	7	Riverside	Q	8:25 AM	0	Barn	Q	0:01	
8:41 AM	1	Downtown	A	8:43 AM	7	Riverside	A	0:02	
8:42 AM	3	Backloop	I	8:46 AM	4	Backloop	I	0:04	
8:54 AM	7	Riverside	A	9:15 AM	2	Downtown	A	0:21	
9:05 AM	10	DTC Express	R	9:06 AM	0	Barn	R	0:01	
9:11 AM	1	Downtown	N	9:13 AM	7	Riverside	N	0:02	
9:11 AM	9	Express Downtown	T	9:23 AM	9	Express Downtown	T	0:12	
9:12 AM	4	Backloop	I	9:16 AM	3	Backloop	I	0:04	8
9:24 AM	7	Riverside	N	9:45 AM	2	Downtown	N	0:21	
9:41 AM	1	Downtown	B	9:43 AM	7	Riverside	B	0:02	
9:42 AM	3	Backloop	I	9:46 AM	4	Backloop	I	0:04	
9:54 AM	7	Riverside	B	10:15 AM	2	Downtown	G	0:21	
10:11 AM	1	Downtown	M	10:13 AM	7	Riverside	M	0:02	
10:11 AM	9	Express Downtown	T	10:23 AM	9	Express Downtown	T	0:12	
10:11 AM	0	Barn	H	10:16 AM	3	Backloop	H	0:05	
10:12 AM	4	Backloop	I	10:13 AM	0	Barn	I	0:01	8
10:24 AM	7	Riverside	M	10:45 AM	2	Downtown	M	0:21	
10:41 AM	1	Downtown	A	10:43 AM	7	Riverside	A	0:02	
10:42 AM	3	Backloop	H	10:46 AM	4	Backloop	H	0:04	
10:54 AM	7	Riverside	A	11:15 AM	2	Downtown	B	0:21	
11:11 AM	9	Express Downtown	T	11:23 AM	9	Express Downtown	I	0:12	
11:11 AM	1	Downtown	N	11:13 AM	7	Riverside	N	0:02	
11:12 AM	4	Backloop	H	11:16 AM	3	Backloop	H	0:04	
11:24 AM	7	Riverside	N	11:45 AM	2	Downtown	N	0:21	7
11:41 AM	1	Downtown	G	11:43 AM	7	Riverside	G	0:02	
11:42 AM	3	Backloop	H	11:46 AM	4	Backloop	H	0:04	
11:54 AM	7	Riverside	G	12:15 PM	2	Downtown	B	0:21	
12:11 PM	9	Express Downtown	I	12:23 PM	9	Express Downtown	T	0:12	
12:11 PM	1	Downtown	M	12:13 PM	7	Riverside	M	0:02	
12:12 PM	4	Backloop	H	12:16 PM	3	Backloop	H	0:04	7
12:24 PM	7	Riverside	M	12:45 PM	2	Downtown	G	0:21	
12:41 PM	1	Downtown	B	12:43 PM	7	Riverside	B	0:02	
12:42 PM	3	Backloop	H	12:46 PM	4	Backloop	H	0:04	
12:54 PM	7	Riverside	B	1:15 PM	2	Downtown	B	0:21	
1:11 PM	1	Downtown	N	1:13 PM	7	Riverside	N	0:02	
1:11 PM	9	Express Downtown	T	1:23 PM	9	Express Downtown	T	0:12	
1:12 PM	4	Backloop	H	1:46 PM	4	Backloop	D	0:34	6
1:24 PM	7	Riverside	N	1:45 PM	2	Downtown	M	0:21	
1:41 PM	1	Downtown	A	1:43 PM	7	Riverside	A	0:02	
1:54 PM	7	Riverside	A	2:00 PM	10	DTC Express	A	0:06	

Arrival Time	Arrival Route Number	Arriving From	Arrival Shift Schedule	Depart. Time	Depart. Route Number	Departing To	Depart. Shift Schedule	VTC Layover (h:mm)	Notes: Number of Busses per hour
2:10 PM	0	Barn	C	2:15 PM	2	Downtown	C	0:05	
2:11 PM	1	Downtown	G	2:13 PM	7	Riverside	G	0:02	
2:11 PM	9	Express DOWNTOWN	T	2:23 PM	9	Express DOWNTOWN	T	0:12	
2:12 PM	4	Backloop	D	2:16 PM	3	Backloop	D	0:04	
2:24 PM	7	Riverside	G	2:45 PM	2	Downtown	N	0:21	
2:25 PM	0	Barn	Q	2:30 PM	10	DTC Express	Q	0:05	12
2:41 PM	1	Downtown	B	2:43 PM	7	Riverside	B	0:02	
2:42 PM	3	Backloop	D	2:46 PM	4	Backloop	H	0:04	
2:50 PM	10	DTC Express	A	2:51 PM	0	Barn	A	0:01	
2:50 PM	11	Downtown	V	2:52 PM	11	Backloop	V	0:02	
2:54 PM	7	Riverside	B	2:55 PM	0	Barn	B	0:01	
2:55 PM	0	Barn	R	3:00 PM	10	DTC Express	R	0:05	
3:10 PM	0	Barn	D	3:15 PM	2	Downtown	D	0:05	
3:11 PM	1	Downtown	M	3:13 PM	7	Riverside	M	0:02	
3:11 PM	9	Express DOWNTOWN	T	3:12 PM	0	Barn	T	0:01	
3:12 PM	4	Backloop	H	3:16 PM	3	Backloop	H	0:04	
3:20 PM	11	Downtown	Q	3:22 PM	11	Backloop	Q	0:02	13
3:21 PM	11	Backloop	V	3:23 PM	9	Express DOWNTOWN	V	0:02	
3:24 PM	7	Riverside	M	3:45 PM	2	Downtown	M	0:21	
3:25 PM	0	Barn	P	3:30 PM	10	DTC Express	P	0:05	
3:41 PM	1	Downtown	C	3:43 PM	7	Riverside	C	0:02	
3:42 PM	3	Backloop	H	3:46 PM	4	Backloop	H	0:04	
3:50 PM	11	Downtown	R	3:52 PM	11	Backloop	R	0:02	
3:51 PM	11	Backloop	Q	4:00 PM	10	DTC Express	Q	0:09	
3:54 PM	7	Riverside	C	4:15 PM	2	Downtown	C	0:21	
4:11 PM	1	Downtown	N	4:13 PM	7	Riverside	N	0:02	
4:11 PM	9	Express DOWNTOWN	V	4:23 PM	9	Express DOWNTOWN	V	0:12	
4:12 PM	4	Backloop	H	4:16 PM	3	Backloop	G	0:04	
4:12 PM	4	Backloop	H	4:13 PM	0	Barn	H	0:01	
4:20 PM	P	DTC Express	P	4:45 PM	2	Downtown	P	0:25	
4:20 PM	11	Downtown	S	4:22 PM	11	Backloop	S	0:02	13
4:21 PM	11	Backloop	R	4:30 PM	10	DTC Express	R	0:09	
4:24 PM	7	Riverside	N	4:25 PM	0	Barn	N	0:01	
4:41 PM	1	Downtown	D	4:43 PM	7	Riverside	D	0:02	
4:42 PM	3	Backloop	G	4:46 PM	4	Backloop	H	0:04	
4:50 PM	11	Downtown	Q	4:52 PM	11	Backloop	Q	0:02	
4:51 PM	11	Backloop	S	5:15 PM	2	Downtown	S	0:24	
4:54 PM	7	Riverside	D	6:11 PM	3	Backloop	D	1:17	Lunch break -- may return bus to barn
5:11 PM	1	Downtown	M	5:13 PM	7	Riverside	M	0:02	
5:11 PM	9	Express DOWNTOWN	V	5:23 PM	9	Express DOWNTOWN	V	0:12	
5:12 PM	4	Backloop	H	5:16 PM	3	Backloop	H	0:04	
5:21 PM	11	Backloop	Q	5:22 PM	0	Barn	Q	0:01	8
5:24 PM	7	Riverside	M	5:45 PM	2	Downtown	M	0:21	
5:41 PM	1	Downtown	C	5:43 PM	7	Riverside	C	0:02	
5:42 PM	3	Backloop	H	5:46 PM	4	Backloop	H	0:04	
5:54 PM	7	Riverside	C	7:11 PM	4	Backloop	C	1:17	Lunch break -- may return to bus barn
6:11 PM	1	Downtown	P	6:13 PM	7	Riverside	P	0:02	
6:11 PM	9	Express DOWNTOWN	V	6:23 PM	9	Express DOWNTOWN	V	0:12	4
6:20 PM	10	DTC Express	S	6:21 PM	0	Barn	S	0:01	
6:24 PM	7	Riverside	P	6:25 PM	0	Barn	P	0:01	
7:05 PM	10	DTC Express	O	7:06 PM	0	Barn	O	0:01	
7:11 PM	1	Downtown	M	7:13 PM	7	Riverside	M	0:02	4
7:11 PM	9	Express DOWNTOWN	V	7:12 PM	0	Barn	V	0:01	
7:24 PM	7	Riverside	M	7:25 PM	0	Barn	M	0:01	
8:09 PM	1	Downtown	D	8:11 PM	3	Backloop	D	0:02	1
9:09 PM	1	Downtown	C	9:11 PM	4	Backloop	C	0:02	1
10:09 PM	1	Downtown	D	10:11 PM	3	Backloop	D	0:02	1
11:09 PM	1	Downtown	C	11:11 PM	4	Backloop	C	0:02	1
11:26 PM	4	Backloop	C	11:27 PM	0	Barn	C	0:01	1

APPENDIX D  
DOWL Phase I Site Assessment

Use this link to view the files online:

<http://p2.cloud49.com/devices/solsticeak/filemanager?invitation=mCQFqQbejr>

This invitation is valid to: Nov 02, 2019

Appendix E  
Cultural and Historic Resources Information and Coordination





## **CULTURAL RESOURCE CONSULTANTS LLC**

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3504 East 67th Avenue  
Anchorage, Alaska 99507  
(907) 349-3445  
September 27, 2019

### **Mendenhall Valley Bus Transit Center**

#### *Introduction*

The following memorandum briefly summarizes the results of a cultural resources literature review for the Mendenhall Valley Bus Transit Center. The project is located in Juneau, Alaska, Township 40 South, Range 66 East, Juneau B-2, Section 30, in the Copper River Meridian.

#### *Methodology and Results*

Known site locations and descriptions were obtained online from the Alaska Heritage Resource Survey (AHRS) database of the Office of History and Archaeology (OHA), Anchorage. The online City and Borough of Juneau property records and GIS map were also consulted.

The project is located on USS 331 Mendenhall Mall Track M3. The parcel is zoned light commercial. None of the buildings in the vicinity are older than 50 years, the oldest having been built in 1977 (City and Borough of Juneau 2019).

There are no known archaeological or historical sites within the project limits listed in the AHRS, although available information indicates that the project area has not been surveyed. The only survey of a nearby area was done in 2017 by Department of Transportation & Public Facilities archaeologist Michael Kell (2017), who looked at Mendenhall Loop Road from Nancy Street to Back Loop Road.

#### *Known Sites in the General Project Area*

In the general project area are the Mendenhall Roadhouse (JUN-00117) and (JUN-01163). The Mendenhall Roadhouse (JUN-00117), east of the project area in the Kodzoff Mobile Home Park on Mendenhall Loop Road, is also known as the Fagerson “Thermos Bottle” House. The building is a 1 1/2-story house with a steeply sloping, sheet-metal clad, gable roof. Built around 1915 by Charles Rudy, it at one time served as a “speakeasy” and roadhouse. This building was listed on the National Register in 2015 under Criteria A and C.

Southwest of the project area, at 2523 Sunset Drive, is the Carella Residence, which was built about 1961. This building was originally a long low Ranch style residence with wood sash windows, horizontal lapped board siding, and a low-pitched composition shingle roof. A flat-

roofed detached two-car garage stood immediately south of the house. This building was determined not eligible for listing on the National Register in 2012.

### *Recommendations*

There are no known cultural resources within area that could be affected by the Mendenhall Valley Bus Transit Center. Although the specific project location has not been archaeologically surveyed, it is located in an area of low probability for undiscovered historic and archaeological properties. With the understanding that this undertaking would still need to be reviewed by the State Office of History and Archaeology, and the provision that any previously undiscovered cultural remains should be immediately reported to the State Historic Preservation Officer, Cultural Resource Consultants LLC does not recommend a field survey for the project.

### *References*

City and Borough of Juneau

2019 CBJ Parcel Viewer. Electronic documents, <https://epv.ci.juneau.ak.us/>, accessed September 27, 2019

Kell, Michael

2017 Cultural Resources Inventory for the Juneau - Mendenhall Loop Rd Capacity Improvement Project. State Project: # 67622. Archaeological Survey Permit 2017-11. Manuscript on file, Office of History and Archaeology, Anchorage, Alaska.

Appendix F  
IPaC Report



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Anchorage Fish And Wildlife Conservation Office  
4700 Blm Road  
Anchorage, AK 99507  
Phone: (907) 271-2888 Fax: (907) 271-2786

In Reply Refer To:  
Consultation Code: 07CAAN00-2019-SLI-0313  
Event Code: 07CAAN00-2019-E-00846  
Project Name: Capital Transit Valley Transit Center

September 26, 2019

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

## To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated critical habitat, and some candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*). Please note that candidate species are not included on this list. We encourage you to visit the following website to learn more about candidate species in your area: [http://www.fws.gov/alaska/fisheries/fieldoffice/anchorage/endangered/candidate\\_conservation.htm](http://www.fws.gov/alaska/fisheries/fieldoffice/anchorage/endangered/candidate_conservation.htm)

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered

species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
-

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Anchorage Fish And Wildlife Conservation Office**

4700 Blm Road

Anchorage, AK 99507

(907) 271-2888

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## Project Summary

Consultation Code: 07CAAN00-2019-SLI-0313

Event Code: 07CAAN00-2019-E-00846

Project Name: Capital Transit Valley Transit Center

Project Type: TRANSPORTATION

Project Description: New bus transit center in the Mendenhall Valley area of Juneau, Alaska.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/58.37357496672033N134.5874737065579W>



Counties: Juneau, AK

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## Endangered Species Act Species

There is a total of 0 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

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