



**REQUEST FOR PROPOSALS  
FOR THE  
BULK FUEL UTILITY UPGRADE PROJECT  
PROJECT No. 25-01**

**CITY OF SAINT PAUL, ALASKA  
FOR**

**ALASKA ENERGY AUTHORITY  
AWARD # 7210048  
AND**

**STATE OF ALASKA COMMUNITY  
DEVELOPMENT BLOCK GRANT  
AWARD # 22-CDBG-01**

**MARCH 10, 2025**

---

**TABLE OF CONTENTS**

Invitation to Bid ..... 1 page

Instruction to Bidders ..... 9 pages

Bid Form ..... 4 pages

Bid Schedule..... 1 page

Bid Bond Form ..... 2 pages

General Conditions of the Contract ..... 61 pages

Contract Supplementary Conditions ..... 5 pages

Agreement for Construction ..... 7 pages

Performance Bond Form..... 2 pages

Payment Bond Form..... 2 pages

EEO Bid Conditions..... 4 pages

Davis-Bacon Act WD # AK20250001 published January 30, 2025..... 38 pages

State of Alaska Pamphlet 600 Effective September 1, 2024 Issue 49.....18 pages

**DRAWINGS AND TECHNICAL SPECIFICATIONS**

COVER SHEET & DRAWING INDEX.....SPBF-PR-0001

STRUCTURAL SITE PLAN AND DETAILS.....SPBF-SS-1001

MECHANICAL.....SPBF-ME-1000 - 7403

ELECTRICAL.....SPBF-EL-1001 - 5001

LAYDOWN AREA.....SPBF-LAYDOWN

SUBMITTAL REGISTER

# INVITATION TO BID NO. 25-01

**PROJECT: City of Saint Paul Bulk Fuel Utility Upgrades**

You are invited to submit a bid to the City of Saint Paul, Alaska (“Owner”) for the construction of upgrades to the City's bulk fuel storage compound, including replacement of the retail fuel storage and dispensing system, upgrades to the bulk transfer truck rack, and provision of related gasoline and diesel piping, sensors, meters, wiring, and controls for the Bulk Fuel Utility. The Owner and Electric Power Systems, Inc. (“Engineer”) have prepared this bid solicitation.

**Owner:**

City of Saint Paul  
P.O. Box 901  
Saint Paul, Alaska 99660

Bids must be submitted in the form and manner described in the bid documents by: **Tuesday, April 8th, 2025, 4:00 PM Alaska Standard Time**

Email to Owner’s Project Manager

**Dean Maschner, [dmaschner@stpaulak.com](mailto:dmaschner@stpaulak.com)**

On the date set for the bid opening, all bids will be opened privately. The Owner reserves the right to accept or reject any and all bids and waive irregularities.

Bid Packages are available at the office of the City. Prospective bidders should refer all questions regarding this bid solicitation to the Project Manager, Dean Maschner, by phone at 907-404-5021, or email at [dmaschner@stpaulak.com](mailto:dmaschner@stpaulak.com).

A pre-bid teleconference will be held at **11:00 AM local time on Friday March 21, 2025**. Bidders are not required to attend and participate in the teleconference.

# INSTRUCTIONS TO BIDDERS

## CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES

### PROJECT No. 25-01

#### Table of Contents

INVITATION TO BID NO. 25-01 .....	2
INSTRUCTIONS TO BIDDERS .....	3
ARTICLE 1 – DEFINED TERMS.....	4
ARTICLE 2 – COPIES OF BIDDING DOCUMENTS.....	4
ARTICLE 3 – QUALIFICATIONS OF BIDDERS .....	4
ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE.....	4
ARTICLE 5 – PRE-BID CONFERENCE .....	7
ARTICLE 6 – SITE AND OTHER AREAS .....	7
ARTICLE 7 – INTERPRETATIONS AND ADDENDA .....	7
ARTICLE 8 – BID SECURITY .....	7
ARTICLE 9 – CONTRACT TIMES .....	8
ARTICLE 10 – LIQUIDATED DAMAGES .....	8
ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS.....	8
ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS.....	8
ARTICLE 13 – PREPARATION OF BID .....	9
ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS.....	9
ARTICLE 15 – SUBMITTAL OF BID .....	10
ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID.....	10
ARTICLE 17 – OPENING OF BIDS.....	11
ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE .....	11
ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT .....	11
ARTICLE 20 – CONTRACT SECURITY AND INSURANCE .....	12
ARTICLE 21 – SIGNING OF AGREEMENT .....	12
BID FORM .....	13
BID SCHEDULE.....	17
6 ARTICLE 6 – TIME OF COMPLETION.....	18
7 ARTICLE 7 – ATTACHMENTS TO THIS BID.....	18
8 ARTICLE 8 – DEFINED TERMS .....	18
9 ARTICLE 9 – BID SUBMITTAL.....	19

## ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**City of Saint Paul**  
**Phillip Zavadil, City Manager**  
**950 Gorbach Street**  
**Saint Paul, AK 99660**  
**Office: (907) 546-3100**  
pazavadil@stpaulak.com

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number stated in the advertisement or invitation to bid may be obtained from the Issuing Office, the City website, The Plans Room, and Associated General Contractors of Alaska; [www.stpaulak.com](http://www.stpaulak.com); [www.theplansroom.com](http://www.theplansroom.com); [www.agcak.org](http://www.agcak.org)
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with their Bid written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in the Proposal Preparation Instructions:
- A. **Evidence of Bidder's authority to do business in the state of Alaska.**
- B. **Bidder's state contractor license number(s) as applicable to the work.**
- C. **All required bonding and insurance.**
- D. **Valid mechanical administrator license**
- E. **Active contractor registration in Sam.Gov. provide UEJs number with sam.gov registration.**
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
  2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

#### 4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data"; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 The submission of a Bid will constitute an incontrovertible representation A pre-proposal conference will be held electronically at **11:00 AM local time on Friday March 21, 2025. A video conference invite will be sent 24-hours prior to scheduled meeting time to those who have requested an invitation.** Representatives of Owner and Engineer will be present to discuss the Project. Bidders are **not required** to attend and participate in the teleconference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The submission of a Bid will constitute an incontrovertible representation The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. Any interested proposers are strongly encouraged to register with the City by contacting the point of contact at the above email address in order to receive any issued addendums.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10%)** percent of Bidder's maximum Bid price (**defined as the total lump sum bid price**) and in the form of a certified check, bank money order, or a Bid bond (on the form attached), **or** issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award,



whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The times by which Milestones are to be achieved and for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). Substantial Completion is desired on or before **December 1, 2025**. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 The submission of a Bid will constitute an incontrovertible representation Provisions for liquidated damages, if any, are set forth in the Agreement and Supplementary Conditions.

#### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.
- 11.02 The Contract includes provisions for Value Engineering Proposals (VEPs). VEPs will not be considered by Engineer until after the Effective Date of the Agreement.

#### **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from City’s Project Manager.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and unit price item listed therein. In the case of optional alternatives, the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice- president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located. Bidder’s state contractor license number shall also be shown on the Bid Form.

### **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

- 14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

#### 14.02 Allowances

A. For cash allowances the lump sum Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

#### 14.03 Completion Time Comparisons

A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

### ARTICLE 15 – SUBMITTAL OF BID

15.01 The submission of a Bid will constitute an incontrovertible representation. The submission of a Bid will constitute an incontrovertible representation. With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the documents specified in Art. 7 of the Bid Form. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.

15.02 Electronic bid submissions will be accepted, electronic bid submissions shall be emailed to: **dmaschner@stpaulak.com**. Emailed bids shall be submitted prior to bid closing time to allow for receipt by Owner, bids shall be received by the Owner by the specified time. Owner and Engineer are not responsible for failure to receive emailed or faxed bid modifications by the bid deadline due to problems with the transmission or receipt of electronic submittals

15.03 Questions related to the bid shall be submitted by email to: **dmaschner@stpaulak.com**. The deadline for questions is **March 28, 2025**.

### ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

16.03 Bid modifications or withdrawals may be submitted by email to **dmaschner@stpaulak.com**. Owner and Engineer are not responsible for failure to receive emailed or faxed bid modifications by the bid deadline due to problems with the transmission or receipt of electronic submittals.

## **ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened privately.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. Assigned Procurement Contracts. In the comparison of bids, the value of procurement contracts that may be assigned by Owner to Contractor has the assumed value listed on the Bid Form. This value multiplied by the Contractor's proposed markup will be the total for that line item that will be added to the Total Bid Price and used for the comparison of bids.

C. Deductive Alternates. In the comparison of bids, alternates will be deducted in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall compare bids against the project budget. For comparison purposes alternates will be deducted, following the order of priority established in the Bid Form, until doing so results in the bid falling within the budget. After determination of the successful bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its deductive alternate bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project based on the evaluation criteria listed.
- 19.07 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids.

#### **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

# BID FORM

## CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADE PROJECT

### CITY OF SAINT PAUL, ALASKA

#### INVITATION TO BID No. 25-01

1 ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Saint Paul, Alaska via the following email: [dmaschner@stpaulak.com](mailto:dmaschner@stpaulak.com)**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2 ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3 ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged on the Price Proposal.
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports evaluating of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences,

and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by City is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Proposals must be signed by an individual authorized to bind the offeror to its provisions. The proposal must remain valid for at least sixty (60) days from the proposal receipt deadline. In responding to this RFP, the individual signing the response is certifying under penalty of perjury that the price submitted was independently arrived at without collusion.
- K. By signature on their proposal, offerors certify that they are complying with: 1) the laws of the state of Alaska; 2) the applicable portion of the Federal Civil Rights Act of 1964; 3) the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA) and the regulations issued thereunder by the federal government; and 4) all terms and conditions set out in this RFP. If any offeror fails to comply with 1) through 4) of this paragraph the City reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.
- L. No officer or employee of the Bidder shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract. The Bidder shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.
- M. **Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. The City will evaluate the nature of the conflict and the bidders' statement and make a determination whether in its opinion a conflict of interest exists. This decision shall be made solely in the City's best interest. If the City determines that there is a conflict of interest the offer shall be determined to be non-responsive. If a conflict of interest is discovered after contract award, the City, after review of the facts surrounding the conflict, may terminate the contract.**

#### 4 ARTICLE 4 – BIDDER'S CERTIFICATIONS

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive 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;

- B. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- C. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5 ARTICLE 5 – BASIS OF BID

5.01 Technical Proposal Response Requirements, Evaluation Criteria, and Weighting

**Proposers are encouraged to follow the guidelines given in this section when preparing their submittals. Information should be presented in a brief form but be accurate. Bidders should note the Submittal Requirements below and ensure their submittal contains the required information. The City will evaluate the proposals based on the weighting criteria provided.**

A. *Cover Letter*

Include Offeror’s project point of contact, persons authorized to execute the contract, and sam.gov Unique Entity Identifier number. List any proposed subcontractors and their respective roles on the project.

B. *Proposed Work Plan*

Describe your proposed work plan for accomplishing the scope of work. Describe what, when, where, how, and in what sequence the work will be done. Include a plan for mobilization /demobilization to the project site. Identify the proposed equipment planned for installation. Identify the amount and type of work to be performed by any subcontractors. Response must demonstrate your comprehension of the project objectives, requirements and services. Identify any pertinent issues and potential problems related to the project and your approach to mitigate. Include proposed crew size anticipated for the duration of the work. Also include plans to protect equipment, personnel, and adjacent facilities from hazards during construction.

C. *Qualifications*

Response must describe the relevant qualifications of the prime contractor (offeror) and major subcontractors. Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services which the firms may use. Provide the names and qualifications of the Project Manager and Site Superintendent who will actually perform the work.

Indicate whether your firm has ever failed to complete a contract due to insufficient resources or if you have ever had a claim filed against a bond. If yes, please explain.



**D. Experience**

Examples of three or more similar projects successfully completed within the past five years. Examples should demonstrate Bidder's, or Bidder's personnel's, past experience successfully constructing remote Alaska projects comparable to the proposed scope of work. For each contract, list the contracting entity and a reference (contact person, email, and telephone number).

If the team is composed of a prime and subcontractors, discuss any prior work relationships among the firms -in particular, regarding projects similar to this project. Describe previous projects performed together and the role of each firm. For each contract, list the contracting entity and a reference (contact person, email, and telephone number).

**E. Schedule**

Provide a preliminary proposed project schedule, describing work plan through the duration of construction. Assume notice of award is issued the week of **April 21, 2025**. At a minimum the following milestones should be included:

- Proposed fuel system cutover outage dates for coordination with the City for alternate fueling operation- outage duration for cutover 24hrs for gas 24hrs for diesel
- Long Lead Material Procurement
- Mobilization
- Construction Start
- Substantial Completion (please note the following)  
\*Construction season April- October  
\*Travel delays not compensated

**F. Price Proposal**

Provide a price proposal for all labor, subcontracts, equipment, expenses, etc. in compliance with the RFP. Submit a completed Bid Form and Bid Bond.

**All Technical Proposals will be evaluated and rated by the City's evaluation committee using the weighting criteria listed below:**

Proposed Workplan	10 points
Qualifications	10 points
Experience	20 points
Schedule	10 points
Total for Technical Proposal	50 points
Total for Price Proposal	50 points
Maximum Evaluated Score	100 points

# BID SCHEDULE

**Bid Submittal Requirements:**

- 1 Evidence of Bidder’s authority to do business in the state of Alaska.
- 2 Bidder’s state contractor license as applicable to the work.
- 3 Sam.gov registration/UEI number
- 4 Price Proposal
- 5 Technical Proposal
- 6 Bid Bond
- 7 Completed Bid Schedule
- 8 Completed EEO Form
- 9 Completed Alaska Bidder’s Preference
- 10 Completed Bid Submittal

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item No.	Item Description	Lump Sum Amount
001	Mobilization/Demobilization	\$
002	Major Equipment & Materials	\$
003	Construction	\$
<b>Total</b>	<b>Lump Sum Bid Price (Sum of Bid Items 1-3)</b>	<b>\$</b>

Bidder acknowledges the following addenda:

Addendum No.	Addendum Date

6        **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before **December 1, 2025**, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **December 31, 2025**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

7        **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- A. The following documents are submitted with and made a condition of this Bid:
- B. Evidence of Bidder’s authority to do business in the state of Alaska.
- C. Bidder’s state contractor license as applicable to the work.
- D. Sam.gov registration/UEI number
- E. Price Proposal
- F. Technical Proposal
- G. Bid Bond
- H. Completed Bid Schedule
- I. Completed EEO Form
- J. Completed Alaska Bidder’s Preference

8        **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9 **ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:  
If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to

sign) Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Alaska is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to

sign) Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to

sign) Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address

\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No.

\_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2025.

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

**BID BOND**  
 For  
**City of Saint Paul Bulk Fuel Utility Upgrades**  
**Project No. 25-01**

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

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

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

SURETY(IES) (Name and business address):

<b>A.</b>	<b>B.</b>	<b>C.</b>
PENAL SUM OF BOND:		DATE OF BID:

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

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

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

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

**PRINCIPAL**

Signature(s)	<b>1.</b>	<b>2.</b>	<b>3.</b>
Name(s) & Title(s) (Typed)	<b>1.</b>	<b>2.</b>	<b>3.</b>

Corporate Seal

See Instructions on Reverse

**CORPORATE SURETY(IES)**

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

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

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

### INSTRUCTIONS

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

# FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Saint Paul, Alaska (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**City of Saint Paul Bulk Fuel Utility Upgrades as described in the plans and specifications dated March 10, 2025, consisting of:**

COVER SHEET & DRAWING INDEX.....	SPBF-PR-0001
STRUCTURAL SITE PLAN AND DETAILS.....	SPBF-SS-1001
MECHANICAL.....	SPBF-ME-1000 - 7403
ELECTRICAL.....	SPBF-EL-1001 – 5001
LAYDOWN AREA.....	SPBF-LAYDOWN
SUBMITTAL REGISTER	

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Saint Paul Bulk Fuel Utility Upgrades**



## FEDERAL EEO BID CONDITIONS

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

1. Definitions. As used in these specifications:
  - a. “**Covered area**” means the geographical area described in the solicitation from which this contract resulted;
  - b. “**Director**” means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor (DOL), or any persons to whom the Director delegates authority;
  - c. “**Employer**” identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “**Minority**” includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or subcontractor’s failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through 7(p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers.

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

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

9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
16. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
17. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.  
  
This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.
18. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Electric Power Systems, Inc. (Engineer)**, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before December 1, 2025, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before December 31, 2025.

### 4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Contractor’s failure to timely perform, except if otherwise excused under this Agreement, shall result in a monetary deduction of at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the Contract per day from the sums owed to Contractor by Owner. The parties agree these liquidated damages clause is not a penalty but an equitable adjustment in compensation based on the inconveniences that Contractor’s late work will cause Owner. Nothing in this clause shall diminish any other rights and remedies of Owner under this Agreement, which are cumulative.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work other than Unit Price Work, a lump sum of: \$  
All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 85 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. his Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 4. General Conditions (pages 1 to 55, inclusive).
  - 5. Supplementary Conditions (pages 1 to 5, inclusive).
  - 6. Drawings consisting of 40 sheets with each sheet bearing the following general title: **City of Saint Paul Bulk Fuel Utility Upgrades.**
  - 7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. **Current Pamphlet 600, Laborers’ and Mechanics’ Minimum Rates of Pay for this project. Issue 39, Effective September 1, 2024**
  - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.



- c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### *10.01 Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### *10.02 Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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.

### *10.03 Successors and Assigns*

- A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

### *10.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### *10.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

*10.06 Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement)

<p>OWNER:</p> <p>City of Saint Paul _____</p> <p>By: <u>Phillip Zavadil</u> _____</p> <p>Title: <u>City Manager</u> _____</p> <p>Address for giving notices:</p> <p>City of Saint Paul _____</p> <p>PO Box 901 _____</p> <p>Saint Paul, AK 99660 _____</p>	<p>CONTRACTOR</p> <p>_____</p> <p>By: _____</p> <p>Title: _____</p> <p>Address for giving notices:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>License No.: _____</p>
--	---

**City of Saint Paul**  
**Contract General Conditions**

**Table of Contents**

Contract General Conditions .....	5
ARTICLE 1 - DEFINITIONS .....	9
ARTICLE 2 – AUTHORIZATION AND LIMITATIONS .....	14
2.2 Evaluations by Contracting Officer:.....	14
2.3 Means & Methods: .....	15
2.4 Visits to Site/Place of Business: .....	15
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE .....	15
3.2 Copies of Contract Documents: .....	15
3.3 Scope of Work: .....	15
3.4 Intent of Contract Documents: .....	15
3.5 Discrepancy in Contract Documents:.....	16
3.6 Clarifications and Interpretations: .....	17
3.7 Reuse of Documents: .....	17
ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS.....	17
4.2 Visit to Site:.....	17
4.3 Explorations and Reports:.....	17
4.4 Utilities:.....	18
4.5 Damaged Utilities: .....	18
4.6 Utilities Not Shown or Indicated: .....	18
4.7 Survey Control: .....	19
ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION .....	19
5.2 Bonds: .....	19
5.3 Replacement of Bond and Surety: .....	19
5.4 Insurance Requirements:.....	20
5.5 Indemnification: .....	21
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES .....	21
6.2 Superintendence by CONTRACTOR:.....	22
6.3 Character of Workers:.....	22
6.4 CONTRACTOR to Furnish: .....	22
6.5 Materials and Equipment: .....	22
6.6 Anticipated Schedules: .....	22
6.7 Finalizing Schedules: .....	23
6.8 Adjusting Schedules: .....	23
6.9 Substitutes or "Or-Equal" Items: .....	23

6.10	Substitute Means and Methods:.....	24
6.11	Evaluation of Substitution: .....	24
6.12	Dividing the Work: .....	24
6.13	Subcontractors: .....	24
6.14	Use of Premises:.....	25
6.15	Structural Loading:.....	25
6.16	Record Documents:.....	26
6.17	Safety and Protection: .....	26
6.18	Safety Representative:.....	26
6.19	Emergencies: .....	27
6.20	Shop Drawings and Samples:.....	27
6.21	Shop Drawing and Sample Review:.....	28
6.22	Maintenance During Construction:.....	28
6.23	Continuing the Work:.....	28
6.24	Consent to Assignment:.....	28
6.25	CONTRACTOR's Records: .....	29
6.27	Load Restrictions .....	29
ARTICLE 7 - LAWS AND REGULATIONS.....		29
7.2	Permits, Licenses, and Taxes .....	30
7.3	Patented Devices, Materials and Processes .....	30
7.4	Compliance of Specifications and Drawings:.....	30
7.5	Accident Prevention:.....	30
7.6	Sanitary Provisions: .....	30
7.7	Business Registration: .....	31
7.8	Professional Registration and Certification: .....	31
7.9	Local Building Codes: .....	31
7.10	Air Quality Control: .....	31
7.11	Archaeological or Paleontological Discoveries: .....	31
7.14	Wages and Hours of Labor: .....	31
7.15	Overtime Work Hours and Compensation: .....	32
7.16	Covenant Against Contingent Fees: .....	33
7.17	Officials Not to Benefit: .....	33
7.18	Personal Liability of Public Officials:.....	33
ARTICLE 8 - OTHER WORK .....		33
8.2	Access, Cutting, and Patching:.....	33
8.3	Defective Work by Others: .....	34
8.4	Coordination:.....	34
ARTICLE 9 - CHANGES .....		34

9.2	Authorization of Changes within the General Scope .....	34
9.3	Directive .....	35
9.4	Change Order .....	35
9.5	Shop Drawing Variations.....	35
9.6	Changes Outside the General Scope; Supplemental Agreement .....	35
9.7	Unauthorized Work:.....	36
9.8	Notification of Surety:.....	36
9.9	Differing Site Conditions: .....	36
9.10	Interim Work Authorization.....	36
ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE .....		37
10.2	Claim for Price Change:.....	37
10.3	Change Order Price Determination:.....	37
10.4	Cost of the Work: .....	37
10.5	Excluded Costs: .....	40
10.6	CONTRACTOR's Fee:.....	41
10.7	Cost Breakdown: .....	41
10.8	Cash Allowances:.....	41
10.9	Unit Price Work: .....	42
10.10	Determinations for Unit Prices:.....	42
ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE.....		43
11.2	Starting the Work:.....	43
11.3	Computation of Contract Time: .....	43
11.4	Time Change:.....	43
11.5	Extension Due to Delays: .....	43
11.6	Essence of Contract: .....	44
11.7	Reasonable Completion Time:.....	44
11.8	Delay Damages:.....	44
ARTICLE 12 - QUALITY ASSURANCE .....		45
12.2	Access to Work:.....	45
12.3	Tests and Inspections:.....	45
12.4	Uncovering Work: .....	46
12.5	CITY May Stop the Work: .....	46
12.6	Correction or Removal of Defective Work:.....	46
12.7	One Year Correction Period:.....	46
12.8	Acceptance of Defective Work:.....	47
12.9	CITY May Correct Defective Work:.....	47
ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION.....		47
13.2	Preliminary Payments: .....	48
13.3	Application for Progress Payment:.....	48

13.4	Review of Applications for Progress Payment:.....	48
13.5	Stored Materials and Equipment: .....	48
13.6	CONTRACTOR's Warranty of Title: .....	48
13.7	Withholding of Payments: .....	48
13.8	Retainage:.....	49
13.9	Request for Release of Funds:.....	49
13.10	Substantial Completion:.....	49
13.11	Access Following Substantial Completion: .....	50
13.12	Final Inspection: .....	50
13.13	Final Completion and Application for Payment:.....	50
13.14	Final Payment:.....	50
13.15	Final Acceptance: .....	51
13.16	CONTRACTOR's Continuing Obligation:.....	51
13.	Waiver of Claims by CONTRACTOR: .....	51
13.18	No Waiver of Legal Rights:.....	51
ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION .....		51
14.2	Default of Contract: .....	52
14.3	Rights or Remedies: .....	54
14.4	Convenience Termination: .....	54
ARTICLE 15 - CLAIMS AND DISPUTES .....		57
15.2	Presenting the Claim .....	58
15.3	Claim Validity, Additional Information, and CITY's Action .....	58
15.4	Contracting Officer's Decision.....	58
15.5	Appeals on a Contract Claim. ....	59
15.6	Construction Contract Claim Appeals. ....	59
15.7	Fraud and Misrepresentation in Making Claims.....	59
SUPPLEMENTARY CONDITIONS.....		61

## ARTICLE 1 - DEFINITIONS

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

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference.

Terms not defined below shall have their ordinary accepted meanings within the context which they are used. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are to be interpreted as defined.

**Addenda** - All clarifications, corrections, or changes issued graphically or in writing by the CITY after the Advertisement but prior to the opening of Proposals.

**Advertisement** - The public announcement, as required by law, inviting bids for Work to be performed or materials to be furnished.

**Application for Payment** - The form provided by the CITY which is to be used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**Approved or Approval** - Means written approval by the Contracting Officer or his authorized representative as defined in Article 2.1. 'Approved' or 'Approval' as used in this contract document shall mean that the CITY has received a document, form or submittal from the Contractor and that the CITY has taken "No exceptions" to the item submitted. Unless the context clearly indicates otherwise, approved or approval shall not mean that the CITY approves of the methods or means, or that the item or form submitted meets the requirements of the contract or constitutes acceptance of the Contractor's work. Where approved or approval means acceptance, then such approval must be set forth in writing and signed by the contracting officer or his designee.

**A.S** - Initials which stand for Alaska Statute.

**Award** - The acceptance, by the CITY, of the successful bid.

**Bid Bond** - A type of Proposal Guaranty.

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

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

**Change Order** - A written order by the CITY directing changes to the Contract Documents, within their general scope.

**Consultant** - The person, firm, or corporation retained directly by the CITY to prepare Contract Documents, perform construction administration services, or other Project related services. References to City's Consultants shall include Engineer.

**Contingent Sum Work Item** - When the bid schedule contains a Contingent Sum Work Item, the Work covered shall be performed only upon the written Directive of the Project Manager. Payment shall be made as provided in the Directive.

**Contract** - The written agreement between the CITY and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

**Contract Documents** - The Contract form, Addenda, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings furnished by the CITY to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer, for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

**Contracting Officer** - The person authorized by the City to enter into and administer the Contract on behalf of the CITY; who has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the construction Contract.

**Contractor** - The individual, firm, corporation or any acceptable combination thereof, contracts with the CITY for performance of the Work.

**Contract Price** - The total moneys payable by the CITY to the CONTRACTOR under the terms of the Contract Documents.

**Contractor's Release** – CONTRACTOR's written notification to the CITY specifying final payment due and releasing the CITY of any and all claims.

**Contract Time** - The number of Calendar Days following issuance of Notice-to-Proceed in which the project shall be rendered Substantially Complete, or if specified as a calendar date, the Substantial Completion date specified in the Contract Documents.

**Controlling Item** - Any feature of the Work on the critical path of a network schedule.

**Defective** - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents.

**Directive** - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

**Drawings** - The Drawings which show the character and scope of the Work to be performed and which have been furnished by the CITY and are by reference made a part of the Contract Documents.

**Engineer** - The person, firm, or corporation retained directly by the CITY to prepare Contract Documents, perform construction administration services, or other Project related services.

**Equipment** - All machinery together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.



**Final Completion** - The Project has progressed to the point that all required Work is complete..

**Furnish** - To procure, transport, and deliver to the project site materials, labor, or equipment, for installation or use on the project.

**General Requirements** - Sections of Division 1 of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

**Holidays** - In the State of Alaska, Legal Holidays occur on:

1. New Years 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 in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.
14. CITY HOLIDAYS\*\*
  - Orthodox Christmas – January 7
  - March Madness Break (second Monday in February)
  - Bright Monday (First Monday after Easter)
  - Aleut Day – June 6
  - City Birthday – June 29
  - Sts. Peter & Paul Day – July 12
  - Berry Holiday – August 19
  - Aleut Independence Day – October 28

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, except (12) above, Sunday and the following Monday are both legal Holidays. See Title 44, Alaska Statutes.

*\*\*For City holidays, City services and staff will be limited or unavailable.*

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

**Interim Work Authorization** - A written order by the Project Manager initiating changes to the Contract within its general scope, until a subsequent Change Order is executed.

**Invitation for Bids** - A portion of the bidding documents soliciting bids for the Work to be performed.

**Materials** - Any substances specified for use in the construction of the project.

**Notice of Intent to Award** - The written notice by the CITY to all Bidders identifying the apparent

successful Bidder and establishing the CITY's intent to execute the Contract when all conditions required for execution of the Contract are met.

**Notice to Proceed** - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

**Onsite Project Representative** - The City's authorized representative assigned to make detailed observations relating to contract performance.

**Owner** – Means the City of Saint Paul “CITY”.

**Payment Bond** - The security furnished by the CONTRACTOR and his Surety to guarantee payment of the debts covered by the bond.

**Performance Bond** - The security furnished by the CONTRACTOR and his Surety to guarantee performance and completion of the Work in accordance with the Contract.

**Pre-construction Conference** - A meeting between the CONTRACTOR, Project Manager and the Engineer, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

**Project Manager** - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

**Procurement Manager/Officer** - The person authorized by the City to administer the Contract on behalf of the CITY; who has authority to make findings, determinations and decisions with respect to the Contract and, when necessary present such to the Contracting Officer, to modify or terminate the Contract.

**Project** - The total construction, of which the Work performed under the Contract Documents, is the whole or a part, where such total construction may be performed by more than one CONTRACTOR.

**Proposal** - The offer of a Bidder, on the prescribed forms, to perform the Work at the prices quoted.

**Proposal Guaranty** - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if his Proposal is accepted by the CITY.

**Quality Assurance (QA)** - Where referred to in the technical specifications (Divisions 2 through 16), Quality Assurance refers to measures to be provided by the CONTRACTOR as specified.

**Quality Control (QC)** - Tests and inspections by the CONTRACTOR to insure the acceptability of materials incorporated into the work. QC test reports are used as a basis upon which to determine whether the Work conforms to the requirements of the Contract Documents and to determine its acceptability for payment.

**Regulatory Requirements** - Laws, rules, regulations, ordinances, codes and/or orders.

**Schedule of Values** - Document submitted by the CONTRACTOR and reviewed by the Contracting Officer, which shall serve as the basis for computing payment and for establishing the value of separate items of Work which comprise the Contract Price.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically

prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work. Where used in the Contract Documents, "Shop Drawings" shall also mean "Submittals".

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

**Subcontractor** - An individual, firm, or corporation to whom the CONTRACTOR or any other Subcontractor sublets part of the Contract.

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

**Supplemental Agreement** - A written agreement between the CONTRACTOR and the CITY covering work that is not within the general scope of the Contract.

**Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

**Supplier** - A manufacturer, fabricator, distributor, material man, or vendor of materials or equipment.

**Surety** - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

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

**Utility** - The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway or street drainage, and other similar commodities, including publicly owned fire and police signal systems, street lighting systems, and railroads which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary."

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

## **ARTICLE 2 – AUTHORIZATION AND LIMITATIONS**

### **2.1 Authorities and Limitations**

- 2.1.1 The Contracting Officer alone shall have the power to bind the CITY and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the CITY that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified.
- 2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.1.3 The performance or nonperformance of the Contracting Officer or his authorized representative, shall not give rise to any contractual obligation or duty to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

### **2.2 Evaluations by Contracting Officer:**

- 2.2.1 The Contracting Officer or his authorized representative will decide all questions which may arise as to:
- a. Quality and acceptability of materials furnished;
  - b. Quality and acceptability of Work performed;
  - c. Compliance with the schedule of progress;
  - d. Interpretation of Contract Documents;
  - e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.
- 2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer".

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

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

**2.3 Means & Methods:**

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

**2.4 Visits to Site/Place of Business:**

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

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

**3.1.1 Incomplete Contract Documents:**

The submission of a bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The CITY expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.

**3.2 Copies of Contract Documents:**

The CITY shall furnish to the CONTRACTOR up to two copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

**3.3 Scope of Work:**

The Contract Documents comprise the entire Contract between the CITY and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

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

**3.4 Intent of Contract Documents:**

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or equipment

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

- 3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). 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 CITY and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the CITY or any of the CITY's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3.

### **3.5 Discrepancy in Contract Documents:**

- 3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the CITY for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

- 3.5.2 Discrepancy - Order of Precedence:

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

- Contents of Addenda
- Supplementary Conditions
- General Conditions
- General Requirements
- Technical Specifications
- Drawings
- Recorded dimensions will govern over scaled dimensions
- Large scale details over small scale details
- Schedules over plans
- Architectural drawings over structural drawings Structural drawings over mechanical and electrical drawings

### **3.6 Clarifications and Interpretations:**

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

### **3.7 Reuse of Documents:**

Neither the CONTRACTOR nor any Subcontractor, or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the CITY and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the CITY.

## **ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS**

### **4.1 Availability of Lands:**

The CITY shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. 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. The CONTRACTOR shall provide all waste and disposal areas, including disposal areas for hazardous or contaminated materials, at no additional cost to the CITY.

### **4.2 Visit to Site:**

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

### **4.3 Explorations and Reports:**

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CITY in preparation of the Contract Documents. The CONTRACTOR may for his purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site.

#### **4.4 Utilities:**

- 4.4.1 The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the CITY by the owners of such underground utilities.
- 4.4.2 The CONTRACTOR shall have full responsibility for:
- a. Reviewing and checking all information and data concerning utilities.
  - b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.
  - c. Coordination of the Work with the owners of all utilities during construction.
  - d. Safety and protection of all utilities as provided in paragraph 6.17.
  - e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.
- 4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.
- 4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Project Manager. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service has been approved by the local fire authority.

#### **4.5 Damaged Utilities:**

When utilities are damaged by the CONTRACTOR, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the CITY, all materials, equipment and labor necessary to complete repair of the damage:

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.
- d. All visible utilities.
- e. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

#### **4.6 Utilities Not Shown or Indicated:**

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could



not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground utility and give written notice thereof to that owner and to the Project Manager. The Project Manager will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented in accordance with paragraph 9.2 and to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

#### **4.7 Survey Control:**

The CITY will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes shall be provided to the CITY at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes. Survey notes are to be in a format acceptable to the CITY.

### **ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION**

#### **5.1 Delivery of Bonds:**

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

#### **5.2 Bonds:**

5.2.1 The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the CITY (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.

#### **5.3 Replacement of Bond and Surety:**

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

An individual Surety may be replaced by a corporate Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the CITY may, at its option, accept substitute collateral.

#### **5.4 Insurance Requirements:**

5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the CITY covering injury to persons and/or property suffered by the City of Saint Paul or a third party, as a result of operations which arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of Work under this agreement the following policies and minimum limits of liability. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract, to include:

1. Waiver of subrogation against the CITY and Employer's Liability Protection in the amount of \$500,000 each accident/\$500,000 each disease.
2. If the 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.
3. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.

b. Commercial General Liability Insurance: on an occurrence policy form covering all operations by or on behalf of the CONTRACTOR with combined single limits not less than:

1. If the CONTRACTOR carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:  
\$1,000,000 each occurrence  
\$2,000,000 aggregate
2. If the CONTRACTOR carries a *Commercial General Liability* policy, the limits of liability shall not be less than:

\$1,000,000 each occurrence (Combined Single Limit for bodily injury and

property damage)

\$1,000,000 for Personal Injury Liability

\$2,000,000 aggregate for Products-Completed Operations

\$2,000,000 general aggregate

The City and the Owner shall be named as "Additional Insured" under all liability coverages listed above.

- c. Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with combined single limits not less than:

\$1,000,000 each occurrence

- d. Other Coverages: As specified in the Supplementary Conditions, if required.

- 5.4.3 a. In addition to providing the above coverages the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the CITY and the Owner and to add the ALASKA ENERGY CITY and the Owner as additional named indemnitees and as additional insured.

- b. Evidence of insurance shall be furnished to the CITY prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the CITY, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the CITY of deficient evidence does not constitute a waiver of contract requirements.

- c. When a certificate of insurance is furnished, it shall contain the following statement: "This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number)."

## 5.5 Indemnification:

The CONTRACTOR shall indemnify, save harmless, and defend the CITY, the OWNER its agents and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR or SUBCONTRACTOR's performance of WORK under this Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the CITY's negligence.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

### 6.1 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

## **6.2 Superintendence by CONTRACTOR:**

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Project Manager shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the CITY. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Project Manager in every way possible.

## **6.3 Character of Workers:**

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Project Manager may, in writing, require the CONTRACTOR to remove from the Work any employee the Project Manager deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Project Manager shall have no duty to exercise this right.

## **6.4 CONTRACTOR to Furnish:**

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

## **6.5 Materials and Equipment:**

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Project Manager, 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 provision of any such instructions will be effective to assign to the CITY or any of the CITY's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 2.3.

## **6.6 Anticipated Schedules:**

- 6.6.1 Prior to submitting the CONTRACTOR's first Application for Payment the CONTRACTOR shall submit to the Project Manager for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.
- 6.6.2 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit to the Project Manager for review:

Anticipated schedule of Shop Drawing submissions; and

Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

#### **6.7 Finalizing Schedules:**

Prior to processing the first Application for Payment the Project Manager and the CONTRACTOR will finalize schedules required by paragraph 6.6. The finalized progress schedule will be acceptable to the CITY as providing information related to the orderly progression of the Work to completion within the Contract Time; but such acceptance will neither impose on the CITY nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acknowledgment by the CITY as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acknowledgment by the CITY as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the CITY or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the prosecution of the Work be discontinued for any reason, the CONTRACTOR shall notify the Project Manager at least 24 hours in advance of resuming operations.

#### **6.8 Adjusting Schedules:**

Upon substantial changes to the schedule or upon request the CONTRACTOR shall submit to the Project Manager for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

#### **6.9 Substitutes or "Or-Equal" Items:**

- 6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, materials or equipment of other Suppliers may be accepted by the Project Manager only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Project Manager that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Project Manager will include the following as supplemented in the General Requirements.
- 6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Project Manager from anyone other than the CONTRACTOR.
- 6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Project Manager for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and

Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

- 6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the CITY in evaluating the proposed substitute. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Project Manager may reject any substitution request which the Project Manager determines is not in the best interest of the OWNER.
- 6.9.5 Substitutions shall be permitted during or after the bid period as allowed and in accordance with - Invitation for Bids, General Conditions.

**6.10 Substitute Means and Methods:**

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if the CONTRACTOR submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Project Manager will be similar to that provided in paragraph 6.9 as applied by the Project Manager and as may be supplemented in the General Requirements.

**6.11 Evaluation of Substitution:**

The Project Manager will be allowed a reasonable time within which to evaluate each proposed substitute. The Project Manager will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written Approval which will be evidenced by either a Change Order or a Shop Drawing Approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute.

**6.12 Dividing the Work:**

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

**6.13 Subcontractors:**

The CONTRACTOR may utilize the services of appropriately licensed Subcontractors on those parts of the Work which, under normal contracting practices, are performed by Subcontractors, in accordance with the following conditions:

- 6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract. All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in AS 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions.
- 6.13.2 The CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.
- 6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.
- 6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The CITY will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.
- 6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.
- 6.13.6 The CONTRACTOR shall include on his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

**6.14 Use of Premises:**

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. 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 CITY by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall hold the CITY harmless.

**6.15 Structural Loading:**

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or

adjacent property to stresses or pressures that will endanger it.

#### **6.16 Record Documents:**

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all Approved samples and a counterpart of all Approved Shop Drawings will be available to the Project Manager for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Project Manager. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

#### **6.17 Safety and Protection:**

The CONTRACTOR alone 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:

- 6.17.1 All employees on the Work and other persons and organizations who may be affected thereby;
- 6.17.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 6.17.3 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.

The CONTRACTOR shall comply with all applicable Regulatory Requirements 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 utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

#### **6.18 Safety Representative:**

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



## **6.19 Emergencies:**

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Project Manager prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the CITY determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Project Manager.

## **6.20 Shop Drawings and Samples:**

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Project Manager for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Project Manager may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Project Manager to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Project Manager for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.20.4 At the time of each submission the CONTRACTOR shall give the Project Manager specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Project Manager for review and Approval of each such variation. All variations of the proposed Shop Drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by the CITY in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or Contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the CITY of his intent. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Project Manager may reject any variation request which the Project Manager determines is not in the best interest of the CITY.

## **6.21 Shop Drawing and Sample Review:**

- 6.21.1 The Project Manager will review with reasonable promptness Shop Drawings and samples, but the Project Manager's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Project Manager and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Project Manager on previous submittals.
- 6.21.2 The Project Manager's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Project Manager of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. Approval by the Contracting Officer will not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.
- 6.21.3 The CITY shall be responsible for all CITY review costs resulting from the initial submission and the resubmittal. The CONTRACTOR shall, at the discretion of the CITY, pay all review costs incurred by the CITY as a result of any additional re-submittals.
- 6.21.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Project Manager's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

## **6.22 Maintenance During Construction:**

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

## **6.23 Continuing the Work:**

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

## **6.24 Consent to Assignment:**

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be

construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

## **6.25 CONTRACTOR's Records:**

- 6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.
- 6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, the last four digits of the social security number, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.
- 6.26.3 Records of all communications between the CITY and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The CITY or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

## **6.27 Load Restrictions**

The CONTRACTOR shall comply with all load restrictions as set forth in the "Administrative Permit Manual", and Title 17, Chapter 25, of the Alaska Administrative Code in the hauling of materials on public roads, beyond the limits of the project, and on all public roads within the project limits that are scheduled to remain in use upon completion of the project.

Overload permits may, at the discretion of the State, be issued for travel beyond the project limits for purposes of mobilization and/or demobilization. Issuance of such a permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to any type of construction will not be permitted. No overloads will be permitted on the base course or surface course under construction. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for all damage done by his equipment.

## **ARTICLE 7 - LAWS AND REGULATIONS**

### **7.1 Laws to be Observed**

The CONTRACTOR shall keep fully informed of all federal, state, and local Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the CITY and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any

employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the CITY shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

## **7.2 Permits, Licenses, and Taxes**

- 7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all federal, state and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the CITY under this Contract.
- 7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the *Release of Contract*) will be verified with the Department of Revenue and Department of Labor, prior to final payment.
- 7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

## **7.3 Patented Devices, Materials and Processes**

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the CITY, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the CITY for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

## **7.4 Compliance of Specifications and Drawings:**

If the CONTRACTOR observes that the Specifications and Drawings supplied by the CITY are at variance with any Regulatory Requirements, CONTRACTOR shall give the Project Manager prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Project Manager. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Project Manager, the CONTRACTOR shall bear all costs arising there from; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the CITY are in accordance with such Regulatory Requirements.

## **7.5 Accident Prevention:**

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

## **7.6 Sanitary Provisions:**

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and CITY representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

#### **7.7 Business Registration:**

Comply with AS 08.18.011, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or ventures whose name appears in the name under which the partnership or venture does business is registered."

#### **7.8 Professional Registration and Certification:**

All craft trades, architects, engineers and land surveyors, and electrical administrators employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, and 08.52. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

#### **7.9 Local Building Codes:**

The CONTRACTOR shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes to include the obtaining of required permits.

#### **7.10 Air Quality Control:**

The CONTRACTOR shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

#### **7.11 Archaeological or Paleontological Discoveries:**

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Project Manager. 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 Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra Work, such shall be covered by an appropriate Contract change document.

#### **7.12 Applicable Alaska Preferences: Yes**

#### **7.13 Preferential Employment: Not Applicable.**

#### **7.14 Wages and Hours of Labor:**

- 7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor and, upon request, to the Contracting Officer to assure to assure compliance with AS 36.05.040, *Filing Schedule of Employees Wages Paid and Other Information*. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates

contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms to the Work performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency shall also receive a copy of the CONTRACTOR's certified payrolls. Regardless of project funding source, copies of all certified payrolls supplied to the State Department of Labor by the CONTRACTOR shall be supplied also to the Project Manager upon request, including submittals made by, or on behalf of, subcontractors.

7.14.2 The following labor provisions shall also apply to this Contract:

- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. 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;
- d. the CITY 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
  1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
  2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.14.3 Within three calendar days of award of a construction contract, the CONTRACTOR shall file a "Notice of Work" with the Department of Labor and shall pay all related fees. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to the Department of Labor. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.

#### **7.15 Overtime Work Hours and Compensation:**

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060 -.110, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the *Contract Work Hours and Safety Standards Act* unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required

by this paragraph.

#### **7.16 Covenant Against Contingent Fees:**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **7.17 Officials Not to Benefit:**

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

#### **7.18 Personal Liability of Public Officials:**

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

### **ARTICLE 8 - OTHER WORK**

#### **8.1 Related Work at Site:**

- 8.1.1 The CITY reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the CITY from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.
- 8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Project Manager of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Project Manager find such increase(s) to be justified, a Change Order will be executed.

#### **8.2 Access, Cutting, and Patching:**

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the CITY (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with the work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Project Manager. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and other contractors.

### **8.3 Defective Work by Others:**

If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor, utility owner, or the CITY, the CONTRACTOR shall inspect and promptly report to the Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

### **8.4 Coordination:**

If the CITY contracts with others for the performance of other work at the site, Project Manager will have authority and responsibility for coordination of the activities among the various prime contractors.

## **ARTICLE 9 - CHANGES**

### **9.1 CITY's Right to Change**

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

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In City-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

### **9.2 Authorization of Changes within the General Scope.**

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

- 9.2.1 Directive (pursuant to paragraph 9.3)



9.2.2 A Change Order (pursuant to paragraph 9.4)

9.2.3 CITY's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

### **9.3 Directive**

9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.6).

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

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

9.3.4 The Project Manager may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.19).

9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Project Manager, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.

9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Project Manager depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Project Manager finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Project Manager does not find that a Change Order is justified, the Project Manager may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Project Manager in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the work basis" as provided in 10.4

### **9.4 Change Order**

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Articles 10 and 11. A Change Order shall be considered executed when it is signed by the CITY.

### **9.5 Shop Drawing Variations**

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

### **9.6 Changes Outside the General Scope; Supplemental Agreement**

Any change which is outside the general scope of the Contract, as determined by the Project Manager, must be authorized by a Supplemental Agreement signed by the appropriate representatives of the CITY and the CONTRACTOR.

#### **9.7 Unauthorized Work:**

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

#### **9.8 Notification of Surety:**

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

#### **9.9 Differing Site Conditions:**

9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Project Manager in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Project Manager shall promptly investigate the conditions, and if the Project Manager finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Project Manager shall be given the opportunity to supervise and check the keeping of such records.

#### **9.10 Interim Work Authorization**

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and Price. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the Cost of the Work shall be documented pursuant to Article 10.4, to establish a basis for negotiating a lump sum price for the Change Order.

## **ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE**

### **10.1 Contract Price:**

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

### **10.2 Claim for Price Change:**

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

### **10.3 Change Order Price Determination:**

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

10.3.1 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 (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).

10.3.2 By mutual acceptance of a lump sum price that includes overhead and profit. The following maximum rates of cost markup (to cover both overhead and profit of the CONTRACTOR) shall be used in the negotiation of a Lump Sum Change Order:

- a. 15% - where a cost is borne directly by prime contractor (first tier contractor).
- b. 10% - where a cost is borne by a subcontractor (lower tier contractor).

Where the cost is borne by a subcontractor acting as a first tier contractor, the allowable overhead and profit markup for lump sum change orders shall not exceed 17%. Any lowertier subcontractors, including the CONTRACTOR in this case, for whom the first tier subcontractor performs the work, shall be allowed an overhead and profit markup that does not exceed 10%.

10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the "cost of the work" (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 10.6).

10.3.4 Before a Change Order or Supplemental Agreement is approved, the CONTRACTOR shall submit cost or pricing data regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

### **10.4 Cost of the Work:**

The term "cost of the work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in subparagraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the CITY and the CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by the CITY.
- 10.4.2 Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the CITY deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and the CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the CITY who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the work" plus a fee, the Subcontractor's "cost of the work" shall be determined in the same manner as the CONTRACTOR's "cost of work" as described in paragraphs 10.4 through 10.5; and the Subcontractor's fee shall be established as provided for under subparagraph 10.6.2 clause b. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- 10.4.5 Supplemental costs including the following:
- a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
  - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements Approved by the CITY and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

For any machinery or special equipment (other than small tools) which has been authorized by the Project Manager, the CONTRACTOR shall receive the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment", published

by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, CA 95131. Hourly rental rates shall be determined as follows:

*The established hourly rental rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.*

The adjusted monthly rate is that resulting from application of the rate adjustment formula in order to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Attachments shall not be included unless required for the time and materials work.

For equipment not listed in The Blue Book, the CONTRACTOR shall receive a rental rate as agreed upon before such work is begun. If agreement cannot be reached, the CITY reserves the right to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates in the area.

These rates shall apply for equipment used during the CONTRACTOR's regular shift of 10 hours per day. Where the equipment is used more than 10 hours per day, either on the CONTRACTOR's normal work or on time and materials, and either on single or multiple shifts, an overtime rate, computed as follows, shall apply:

*The hourly overtime rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, and multiplied by the area adjustment factor, plus the estimated hourly operating cost.*

Equipment which must be rented or leased specifically for work required under this section shall be authorized in writing by the Project Manager. The CONTRACTOR shall be paid invoice price only, no markup is allowed.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for time and materials, work, the actual cost of transferring the equipment to the site of the work and return will be allowed as an additional item of expense. Where the move is made by common carrier, the move-in allowance will be limited to the amount of the freight bill or invoice. If the CONTRACTOR hauls the equipment with his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related work.

Equipment ordered to be on a stand-by basis shall be paid for at the stand-by rental rate for the number of hours in the CONTRACTOR'S normal work shift, but not to exceed 8 hours per day. The stand-by rental rate shall be computed as follows:

*The hourly stand-by rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, all multiplied by the area adjustment factor.*

Time will be recorded to the nearest one-quarter hour for purposes of computing compensation to the CONTRACTOR for equipment utilized under these rates.

The equipment rates as determined above shall be full compensation, including overhead and profit, for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance costs. Cost of repairs, both major and minor, as well as charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

- d. Sales, consumer, use or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the CITY. No such losses, damages and expenses shall be included in the "cost of the work" for the purpose of determining the CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- I. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the CITY in accordance with Article 5.

#### **10.5 Excluded Costs:**

The term "cost of the work" shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing agency, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- 10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

- 10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.i above).
- 10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

#### **10.6 CONTRACTOR's Fee:**

The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows.

- 10.6.1 A mutually acceptable fixed fee; or if none can be agreed upon.
- 10.6.2 A fee based on the following percentages of the various portions of the "cost of the work":
- a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's fee shall be twenty percent;
  - b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's fee shall be ten percent; and if a subcontract is on the basis of "cost of the work" plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors and multiple tiers thereof shall be fifteen percent;
  - c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
  - d. The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an amount equal to ten percent of the net decrease; and
  - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.a through 10.6.2.d, inclusive.

#### **10.7 Cost Breakdown:**

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

#### **10.8 Cash Allowances:**

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

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

10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due the CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### **10.9 Unit Price Work:**

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the CITY in accordance with paragraph 10.10.

10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.

10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted; except as provided below:

- a. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more than 25 percent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above 125 percent of the quantity stated in the bid schedule.
- b. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than 75 percent of the amount originally bid for the item.

#### **10.10 Determinations for Unit Prices:**



The Project Manager will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Project Manager will review with the CONTRACTOR preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Project Manager's acknowledgment thereof will be final and binding on the CONTRACTOR, unless, within 10 days after the date of any such decisions, the CONTRACTOR delivers to the Project Manager written notice of intention to appeal from such a decision.

## **ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE**

### **11.1 Commencement of Contract Time; Notice to Proceed:**

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

### **11.2 Starting the Work:**

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

### **11.3 Computation of Contract Time:**

11.3.1 When the Contract Time is specified on a Calendar Day basis, all Work under the Contract shall be completed within the number of Calendar Days specified. The count of Contract Time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein.

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

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

11.3.3 The Contract Time shall be as stated is 00800, Supplementary Conditions.

### **11.4 Time Change:**

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

### **11.5 Extension Due to Delays:**

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the

CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the CITY in its contractual capacity, acts of another contractor in the performance of a contract with the CITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Project Manager in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

#### **11.6 Essence of Contract:**

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

#### **11.7 Reasonable Completion Time:**

It is expressly understood and agreed by and between the CONTRACTOR and the CITY that the date of beginning and the time for Substantial Completion of the Work described herein are reasonable times for the completion of the Work.

#### **11.8 Delay Damages:**

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his Sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time.

Liquidated and actual damages for delay shall be paid by the CONTRACTOR or his Surety to the CITY in the amount as specified in the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the time required by the Contract, or any extension thereof. If a listing of incidents resulting from a delay and expected to give rise to actual or liquidated damages is not established by the Contract Documents, then the CONTRACTOR and his Surety shall be liable to the CITY for any actual damages occasioned by such delay. The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the CITY will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated arising, and including those items enumerated in the Supplementary Conditions.

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or CITY costs, fees, and charges related to reprourement. If a default termination occurs, the CONTRACTOR or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

For each calendar day that the work remains incomplete after the expiration of the Contract Time, liquidated damages in the amount as stated in 00800, Supplemental Conditions shall be assessed to the CONTRACTOR. If no money is due the CONTRACTOR, the CITY shall have the right to recover said sum from the CONTRACTOR, the surety or both. The amount of these deductions is to reimburse the CITY for estimated liquidated damages incurred as a result of the CONTRACTOR's failure to complete the work within the time specified. As liquidated

damages, such deductions are not to be considered as penalties.

Permitting the CONTRACTOR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the CITY of any of its rights under the Contract.

## **ARTICLE 12 - QUALITY ASSURANCE**

### **12.1 Warranty and Guaranty:**

The CONTRACTOR warrants and guarantees to the CITY that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this article.

### **12.2 Access to Work:**

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

### **12.3 Tests and Inspections:**

12.3.1 The CONTRACTOR shall give the Project Manager timely notice of readiness of the Work for all required inspections, tests or Approvals.

12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The CITY may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.

12.3.4 If any Work (including the work of others) that is to be inspected, tested or Approved is covered without written concurrence of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Project Manager timely notice of CONTRACTOR's intention to cover the same and the Project Manager has not acted with reasonable promptness in response to such notice.

12.3.5 Neither observations nor inspections, tests or Approvals by the CITY or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

## **12.4 Uncovering Work:**

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

12.4.2 If the Project Manager considers it necessary or advisable that covered Work be observed inspected or tested, the CONTRACTOR, at the Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager 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 of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) and the CITY shall be entitled to an appropriate decrease in the Contract Price. If, however, 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.

## **12.5 CITY May Stop the Work:**

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer 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 Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR or any other party.

## **12.6 Correction or Removal of Defective Work:**

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

## **12.7 One Year Correction Period:**

If within one year after the date of Substantial Completion of the relevant portion of the Work or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the CONTRACTOR shall promptly, without cost to the CITY and in accordance with the Project Manager's written instructions, either correct such Defective Work, or, if it has been rejected by the Project Manager, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the

CITY before Substantial Completion of all the Work, the correction period for that item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

#### **12.8 Acceptance of Defective Work:**

Instead of requiring correction or removal and replacement of Defective Work, the Project Manager may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Project Manager's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). 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 CITY shall be entitled to an appropriate decrease in the Contract Price. If the CITY has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the CITY.

#### **12.9 CITY May Correct Defective Work:**

If the CONTRACTOR fails within a reasonable time after written notice from the Project Manager to proceed to correct Defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after 7 days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Project Manager may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the Project Manager and his authorized representatives such access to the site as may be necessary to enable the Project Manager to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of time because of any delay in performance of the work attributable to the exercise, by the Project Manager, of the CITY's rights and remedies hereunder.

### **ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION**

#### **13.1 Schedule of Values:**

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

### **13.2 Preliminary Payments:**

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Price as stated in the Contract.

### **13.3 Application for Progress Payment:**

The CONTRACTOR shall submit to the Project Manager for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis.

### **13.4 Review of Applications for Progress Payment:**

Project Manager will either indicate in writing a recommendation of payment or return the Application for Payment to the CONTRACTOR indicating in writing the Project Manager's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

### **13.5 Stored Materials and Equipment:**

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the CITY has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the Project Manager. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

### **13.6 CONTRACTOR's Warranty of Title:**

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

### **13.7 Withholding of Payments:**

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

13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.

13.7.2 The Contract Price has been reduced by Change Order,

- 13.7.3 The CITY has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The CITY's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the CITY or against the funds held by the CITY on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the CITY to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
- 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

**13.8 Retainage:**

At any time the CITY finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Project Manager finds that satisfactory progress is being made.

**13.9 Request for Release of Funds:**

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the CITY, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the CITY shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

**13.10 Substantial Completion:**

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Project Manager in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Project Manager, the CONTRACTOR and Engineer(s) shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the CONTRACTOR in writing giving the reasons therefore. If the Project Manager considers the Work substantially complete, the Project Manager will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Project Manager will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

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

### **13.11 Access Following Substantial Completion:**

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

### **13.12 Final Inspection:**

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Project Manager will make a final inspection with the CONTRACTOR and Engineer(s) and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the CITY resulting from re-inspections.

### **13.13 Final Completion and Application for Payment:**

After the CONTRACTOR has completed all such corrections to the satisfaction of the Project Manager and delivered schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, and other documents - all as required by the Contract Documents; and after the Project Manager has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.18, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all remaining certificates, warranties, guarantees, releases, affidavits, and other documentation required by the Contract Documents.

### **13.14 Final Payment:**

13.14.1 If on the basis of the Project Manager's observation of the Work during construction and final inspection, and the Project Manager's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents; and the Project Manager is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the CITY will process final Application for Payment. Otherwise, the Project Manager will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.

13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Project Manager shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the CITY for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the CITY with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.



### **13.15 Final Acceptance:**

Following certification of payment of payroll and revenue taxes, and final payment to the CONTRACTOR, the CITY will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.17.

When it is anticipated that restarting, testing, adjusting, or balancing of systems will be required following Final Acceptance, such Work shall constitute a continuing obligation under the Contract.

### **13.16 CONTRACTOR's Continuing Obligation:**

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and material men in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the CITY, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the CITY or Owner, nor any act of acceptance by the CITY nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

### **13.17 Waiver of Claims by CONTRACTOR:**

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

### **13.18 No Waiver of Legal Rights:**

The CITY shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The CITY shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the CITY, or any representative of the CITY, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the CITY, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver by the CITY of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

## **ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION**

### **14.1 CITY May Suspend Work:**

14.1.1 The CITY may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both,

directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefore as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.

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

## **14.2 Default of Contract:**

14.2.1 The Contracting Officer may give the contractor and his surety a written Notice to Cure Default if the contractor:

- a. fails to begin work in the time specified,
- b. fails to use sufficient resources to assure prompt completion of the work,
- c. performs the work unsuitably or neglect or refuse to remove and replace rejected materials or work,
- d. stops work,
- e. fails to resume stopped work after receiving notice to do so,
- f. becomes insolvent (except that if you declare bankruptcy, termination will be under Title 11 US Code 362 and/or 365. Your bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the work in a timely manner.
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements of any public body having jurisdiction, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. fails to comply with Contract minimum wage payments or civil rights requirements, or
- l. are party to fraud, deception, misrepresentation , or
- m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.

14.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the CITY to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the CITY. The CITY will provide you and your surety with a written Notice of Default Termination that details the default and the failure to cure it.

- 14.2.3 If the CONTRACTOR or Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the CITY may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The CITY may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. The CITY may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.
- 14.2.4 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the CITY for Approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for Approval of subcontracts as stated in the Contract Documents.
- 14.2.5 After the notice of termination is issued, the CITY may take over the work and complete it by contract or otherwise and may take possession of and use materials, appliances, equipment or plant on the work site necessary for completing the work.
- 14.2.6 Rather than taking over the work itself, the CITY may transfer the obligation to perform the work from the contractor to your surety. The surety must submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the CITY for approval prior to beginning work. The surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply.
- 14.2.7 On receipt of the transfer notice, the surety must take possession of all materials, tools, and appliances at the work site, employ an appropriate work force, and complete the Contract work, as specified. The Contract specifications and requirements shall remain in effect. However the CITY will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. CONTRACTOR forfeits any right to claim for the same work or any part thereof. CONTRACTOR is not entitled to receive any further balance of the amount to be paid under the Contract.
- 14.2.8 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

14.2.9 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the CITY in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the CITY and any amounts due to persons for whose benefit the CITY has withheld funds, such excess shall be paid by the CITY to the CONTRACTOR. If the damages, costs, and expenses due the CITY exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.

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

### **14.3 Rights or Remedies:**

Where the CONTRACTOR's services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

### **14.4 Convenience Termination:**

14.4.1 The performance of the Work may be terminated by the CITY in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the CITY the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

14.4.2 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:

- a. Stop Work on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;

- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the CITY;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the CITY has or may acquire any interest.

The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.3 When the CITY orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15 % with materials becoming the property of the CITY - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the CITY shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancelled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the CITY. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

- a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:
  - 1. Loss of anticipated profits or consequential or compensatory damages
  - 2. Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations
  - 3. Bidding and project investigative costs
  - 4. Direct costs of repairing equipment to render it operable for use on the terminated work

14.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90 day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.

14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
- c. So far as practicable, claims by the contractor for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:
  1. Contractor-owned equipment usage, based on the contractor's ownership and operating costs for each piece of equipment as determined from the contractor's accounting records. Under no circumstance, may the contractor base equipment claims on published rental rates.
  2. Idle or stand-by time for Contractor-owned equipment, based on your internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by equipment time.
  3. Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with you will be considered Contractor-owned equipment, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates you have agreed to pay and no more than forty percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.

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

- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
- b. Any claim for which the CITY may have against the CONTRACTOR;
- c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the CITY; and,
- d. All progress payments made to the CONTRACTOR under the provisions of this section.

- 14.4.8 Where the Work has been terminated by the CITY said termination shall not affect or terminate any of the rights of the CITY against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the CITY due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability.
- 14.4.9 The contractor's termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the contractor under Article 15.
- 14.4.10 The contractor's termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.
- a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the CITY at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.
  - b. Cost Principles. The CITY may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles.”

## **ARTICLE 15 - CLAIMS AND DISPUTES**

### **15.1 Notification**

- 15.1.1 The CONTRACTOR shall notify the CITY in writing as soon as the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The CITY has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the CONTRACTOR has notified the CITY in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.
- 15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which he basis his extension request, provide the CITY with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The CITY will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules.
- 15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the CITY within the next 14 days.
- 15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The

CONTRACTOR shall provide the CITY access to any such records and furnish the CITY copies, if requested. Equipment costs must be based on the CONTRACTOR's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the CITY for additional time, compensation or both, the contractor must prove actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages. Labor inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the CITY.

- 15.1.5 If the claim or dispute is not resolved by the Project Manager, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledge of the receipt of the Claim.
- 15.1.6 The CONTRACTOR waives any right to claim if the CITY was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

## **15.2 Presenting the Claim**

- 15.2.1 The Claim must include all of the following:
  - a. The act, event, or condition the claim is based on
  - b. The Contract provisions which apply to the claim and provide relief
  - c. The item or items of Contract work affected and how they are affected
  - d. The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated
  - e. A statement certifying that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of your knowledge and belief, and that the amount requested accurately reflects the Contract adjustment which the CONTRACTOR believes is due.

## **15.3 Claim Validity, Additional Information, and CITY's Action**

- 15.3.1 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.
- 15.3.2 The CITY can make written request to the CONTRACTOR at any time for additional information relative to the Claim. The CONTRACTOR shall provide the CITY the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may be regarded as a waiver of the Claim.

## **15.4 Contracting Officer's Decision**

- 15.4.1 The CONTRACTOR will be furnished the Contracting Officer's Decision within 90 days, unless the Contracting Officer requests additional information or gives the CONTRACTOR notice that the time for issuing a decision is being extended for a specified period. The Contracting Officer's decision is final and conclusive unless,



within 14 days of receipt of the decision, the CONTRACTOR delivers a Notice of Appeal to the City Manager.

### **15.5 Appeals on a Contract Claim.**

15.5.1 An appeal from a decision of the Contracting Officer on a contract claim may be filed by the CONTRACTOR with the City Manager. The appeal shall be filed within 14 days after the decision is received by the CONTRACTOR. An appeal by the CONTRACTOR may not raise any new factual issues or theories of recovery that were not presented to and decided by the Contracting Officer in the decision under Section 15.4, except that a CONTRACTOR may increase the contractor's calculation of damages if the increase arises out of the same operative facts on which the original claim was based. The CONTRACTOR shall file a copy of the appeal with the Contracting Officer.

- a. An appeal must contain a copy of the decision being appealed and identification of the factual or legal errors in the decision that form the basis for the appeal.
- b. The City Manager shall handle the appeal of a claim under this section expeditiously.

### **15.6 Construction Contract Claim Appeals.**

#### **15.6.1 The appeal from a decision of the Contracting Officer of a claim involving a construction contract shall be resolved by:**

- a. binding and final arbitration under AS 09.43.010 - 09.43.180 (Uniform Arbitration Act) if the claim is:
  1. less than \$250,000 and the CONTRACTOR requests arbitration of the claim; or
  2. \$250,000 or more and both the agency and the CONTRACTOR agree to arbitration of the claim; or
- b. a hearing under the City's established policy and procedures if the claim is not handled by arbitration under 15.6.1 of this subsection.

### **15.7 Fraud and Misrepresentation in Making Claims**

Criminal and Civil penalties authorized under State or federal law (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the CONTRACTOR if the CONTRACTOR makes or uses a misrepresentation in support of a claim or defraud or attempt to defraud the CITY at any stage of prosecuting a claim under this Contract.”

**This page is blank  
intentionally.**

## SUPPLEMENTARY CONDITIONS

1. **Site Visit:** Bidders are highly encouraged to visit the site- site visits can be coordinated on an individual basis with the City's Project Manager.

2. Community Development Block Grant Funding Notice

This project is funded fully or in part by the Community Development Block Grant program. This contract is subject to all laws and regulations governing the use of such funding. The contractor is bound to each and every applicable provision of the Grant Agreement between the owner and the State of Alaska governing the use of such funding. This contract shall not create between the State of Alaska and the contractor or any subcontractor any relationship. The State of Alaska is not liable for damages or claims from damages arising from the contractor's or any subcontractor's performance or activities under the terms of this contract.

3. Alaska License Requirements

Any Contractor bidding on public work in the State of Alaska is required to have a license from the State of Alaska based upon the nature, extent, and amount of the contract. No Bid will be considered that does not carry the state license number on the cover page of the Contract Documents and on the Bid Form immediately following the signature and address of the Bidder. Furthermore, the Contractor by signing this Contract represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR Part 570 and Alaska Statute 36.30.

4. Insurance Requirements

The following insurance requirements are in effect for this Project. The insurance shall provide protection against injuries to all employees of the Project engaged in work under this grant. All insurance policies shall be issued by insurers that (i) are authorized to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a Bests Rating of at least A-VII and be required to notify the Authority, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable and shall not limit the Contractors' indemnity responsibility.

The following policies of insurance shall be maintained with the specified minimum coverage and limits in force at all times during the performance work under this Project:

- a. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. The coverage shall include:

Waiver of subrogation against the State and the Alaska Energy Authority and Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;

- b. Commercial General Liability: on an occurrence policy form covering all operations under this Project with combined single limits not less than:

\$1,000,000 Each Occurrence;

\$1,000,000 Personal Injury;

\$1,000,000 General Aggregate; and

\$1,000,000 Products-completed Operations Aggregate.

The State of Alaska and Alaska Energy Authority and City of Sait Paul shall be named as an Additional insured.

- c. Automobile Liability: covering all vehicles used in Project work, with combined single

limits no less than \$1,000,000 each occurrence.

- d. Professional Liability Insurance; Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the City. Limits required are per the following schedule:

Contract Amount Minimum Required Limits

Under \$100,000 \$100,000 per occurrence/\$300,000 annual aggregate

\$100,000-\$499,999 \$500,000 per occurrence/\$1,000,000 annual aggregate

\$500,000-\$999,999 \$1,000,000 per occurrence/\$2,000,000 annual aggregate

\$1,000,000 or over \$2,000,000 per occurrence/\$5,000,000 annual aggregate

All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the Owner, whether self-insurance or otherwise.

5. Reports and Information: The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
6. Access to Records: The owner, the Inspector General of the United States, the U.S. Department of Housing and Urban Development, and the U.S. Department of Labor, the General Accounting Office, and the State of Alaska Department of Commerce, Community and Economic Development shall be permitted by the contractor to have full access to, and right to examine any pertinent books, documents, papers and records of the contractor involving transactions related to this contract, during the period of the project and for three (3) years from the date of final payment or until all findings have been resolved to the satisfaction of the State of Alaska.
7. Prevailing Rates of Wage

This project is subject to Davis Bacon and Little Davis Bacon. Contractors are required to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates effective for this contract are:

- Pamphlet 600 Effective September 1, 2024 Issue 49
- Davis-Bacon Act WD # AK20250001 published January 30, 2025

8. Wage Reporting Requirements

This project is funded by the State of Alaska Community Development Block Grant, using federal HUD funding; and 2) an Alaska Energy Authority grant. All laborers and mechanics employed by the, contractors or subcontractors in the performance of construction, alteration, or repair work shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" ("DBA").

The selected contractor will be required to ensure the timely submission of weekly certified payrolls as part of compliance with the Davis- Bacon Act.

9. Contract Work Hours and Safety Standards Act

The selected contractor and subcontractors shall be required to be following Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).

10. Equal Employment Opportunity

The City of Saint Paul is an equal opportunity employer (EEO) and all qualified applicants will

receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment
- d. The selected contractor and subcontractors must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity"; as amended by Executive Order 11375 of October 1, 1967 and as supplemented in Department of Labor regulations (41 CFR Part 60).
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the even the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- h. Title VI of the Civil Rights Act of 1964. Provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance.

- i. Section 109 of the Housing and Community Development Act of 1974. "No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an other wise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity."
- j. Minority/Women Business Enterprise. Under the provisions of Executive Order 11246 and OMB Circular A-102, contractors on federally-funded projects are required to take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the contractor must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the owner upon request.

#### 11. The Americans with Disabilities Act

- a. The contractor will ensure that no person will be discriminated against in any terms or conditions of employment for qualified individuals with a disability, in accordance with Title I of The Americans With Disabilities Act.
- b. The contractor will ensure that services offered by public entities will be accessible and available to persons with disabilities, in accordance with Title II of The Americans With Disabilities Act.
- c. The contractor will take affirmative steps to remove physical barriers and implement readily achievable modifications to existing public accommodations, and will prohibit discriminatory policies and procedures in providing goods and services to the general public, in accordance with Title III of The Americans With Disabilities Act.
- d. The contractor will not retaliate against or attempt to coerce an individual who seeks to enforce his or her own or another's rights under The Americans With Disabilities Act, in accordance with Title V of The Americans With Disabilities Act.

#### 12. Clean Air and Clean Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency.

#### 13. Lead-Based Paint Poisoning Prevention

The Contractor shall comply with the provisions of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance of any kind.

#### 14. Anti-Kickback Act

The contractor and subcontractors must be in compliance with the Copeland "Anti- Kickback"; Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 15. Procurement and Suspension and Debarment

Offerors must agree that prior to executing any agreement for work, the Offeror and its principals as defined in 2 CFR section 180.995, are not suspended or debarred or otherwise excluded from participating in the transaction.

16. Section 3 of the Housing and Community Development Act of 1968

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR Part 75. Section 3 applies to recipients receiving community development financial assistance for public construction projects that exceed \$200,000. Section 3 regulations ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

17. Breach of Contract

If the Contractor fails to perform any of its obligations under the Contract Documents or fails to comply with applicable state and federal laws governing the use of Community Development Block Grant funding, the Owner may apply such administrative, contractual, or legal remedies including sanctions, penalties, and termination as may be appropriate.

18. Termination

The Owner may, at any time, terminate the contract for the Owner's convenience and without cause. Upon receipt of written notice from the owner of such termination for the owner's convenience, the contractor shall cease operations as directed by the Owner and the notice.

19. Liquidated Damages: Contractor's failure to timely perform, except if otherwise excused under this Agreement, shall result in a monetary deduction of at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the Contract per day from the sums owed to Contractor by Owner. The parties agree these liquidated damages clause is not a penalty but an equitable adjustment in compensation based on the inconveniences that Contractor's late work will cause Owner. Nothing in this clause shall diminish any other rights and remedies of Owner under this Agreement, which are cumulative.

20. City of Saint Paul Equipment Rental Rates:

[https://stpaulak.com/wp/content/uploads/2025/01/CSP\\_2025MasterRateSchedule\\_UPDATED\\_16Jan25.pdf](https://stpaulak.com/wp/content/uploads/2025/01/CSP_2025MasterRateSchedule_UPDATED_16Jan25.pdf)

# PERFORMANCE BOND

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

For

**City of Saint Paul Bulk Fuel Utility Upgrades  
Project No. 25-01**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the City of Saint Paul in the penal sum of \_\_\_\_\_ Dollars

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**City of Saint Paul Authorized Representative**

\_\_\_\_\_  
**Date**

See Instructions on Reverse



## **INSTRUCTIONS**

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

ALASKA ENERGY AUTHORITY

**PAYMENT BOND**

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

For  
**City of Saint Paul Bulk Fuel Utility Upgrades**  
**Project No. 25-01**

NOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the City of Saint Paul in the penal sum of \_\_\_\_\_ Dollars

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
City of Saint Paul Authorized Representative

\_\_\_\_\_  
Date

See Instructions on Reverse

## **INSTRUCTIONS**

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

"General Decision Number: AK20250001 01/31/2025

Superseded General Decision Number: AK20240001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 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 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/31/2025

ASBE0007-006 02/27/2023

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 41.35	16.46
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 37.38	19.55

BOIL0502-002 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.08	33.04

BRAK0001-002 07/01/2023

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.01	19.20
Tile & Terrazzo Finisher.....	\$ 35.84	19.20

-----  
CARP1281-001 09/01/2024

	Rates	Fringes
CARPENTER		
Including Lather and		
Drywall Hanging.....	\$ 48.54	26.32

-----  
CARP1281-002 09/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 55.42	27.08

-----  
CARP2520-003 09/01/2022

	Rates	Fringes
Diver		
Stand-by.....	\$ 47.65	28.32
Tender.....	\$ 46.65	28.32
Working.....	\$ 87.45	28.32
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.

-----  
 ELEC1547-004 09/01/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 50.94	3%+28.24
ELECTRICIAN.....	\$ 50.94	3%+28.24

-----  
 ELEC1547-005 04/01/2024

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 70.34	3%+32.54
Linemen (Including Equipment Operators, Technician).....	\$ 68.59	3%+32.54
Powderman.....	\$ 66.59	3%+32.54
TREE TRIMMER.....	\$ 41.32	3%+28.10

-----  
 ELEV0019-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.83	37.335+a+b

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

-----  
 \* ENGI0302-002 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 53.23	29.50
GROUP 1A.....	\$ 55.33	29.50
GROUP 2.....	\$ 52.32	29.50
GROUP 3.....	\$ 51.46	29.50
GROUP 4.....	\$ 44.06	29.50
TUNNEL WORK		
GROUP 1.....	\$ 58.55	29.50

GROUP 1A.....	\$ 60.86	29.50
GROUP 2.....	\$ 57.55	29.50
GROUP 3.....	\$ 56.60	29.50
GROUP 4.....	\$ 48.47	29.50

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; Trenching 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.

-----  
 IRON0751-003 07/01/2024

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 44.99	38.98

BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 44.99	38.98
FENCE, BARRIER INSTALLER....	\$ 41.49	38.98
GUARDRAIL INSTALLERS.....	\$ 42.49	38.98
GUARDRAIL LAYOUT MAN.....	\$ 42.23	38.98
HELICOPTER, TOWER.....	\$ 45.99	38.98

-----  
LAB00341-001 04/01/2024

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 38.25	33.11
GROUP 2.....	\$ 39.25	33.11
GROUP 3.....	\$ 40.15	33.11
GROUP 3A.....	\$ 44.28	33.11
GROUP 3B.....	\$ 50.11	29.06
GROUP 4.....	\$ 27.82	33.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 42.08	33.11
GROUP 2.....	\$ 43.18	33.11
GROUP 3.....	\$ 44.17	33.11
GROUP 3A.....	\$ 48.71	33.11
GROUP 3B.....	\$ 55.12	29.06

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signaller; 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; 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.

-----  
 LAB00942-001 04/01/2024

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 38.25	33.11
GROUP 2.....	\$ 39.25	33.11
GROUP 3.....	\$ 40.15	33.11
GROUP 3A.....	\$ 44.03	33.11
GROUP 3B.....	\$ 49.61	29.06
GROUP 4.....	\$ 27.82	33.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 42.08	33.11
GROUP 2.....	\$ 43.18	33.11
GROUP 3.....	\$ 44.17	33.11
GROUP 3A.....	\$ 48.43	33.11
GROUP 3B.....	\$ 54.57	29.06

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.

---

PAIN1959-001 07/01/2024

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 40.33	26.17
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 40.85	26.17

---

PAIN1959-002 07/01/2024

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 35.97	28.52
Industrial Painter.....	\$ 37.32	28.52
Taper / Paper & Vinyl Hanger.....	\$ 37.22	28.52

---

PAIN1959-003 07/01/2024

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 44.54	29.68

---

PAIN1959-004 07/01/2023

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 39.86	15.87

---

PAIN1959-006 07/01/2024

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 45.20	28.32

-----  
PLAS0528-006 06/01/2024

	Rates	Fringes
PLASTERER		
North of the 63rd parallel..	\$ 52.50	20.67
South of the 63rd parallel..	\$ 52.50	20.67

-----  
PLAS0528-007 04/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
North of the 63rd parallel..	\$ 44.43	22.13
South of the 63rd parallel..	\$ 44.43	22.13

-----  
PLUM0262-002 01/01/2023

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.50	27.62

-----  
PLUM0367-002 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.00	27.95

-----  
PLUM0375-002 07/01/2024

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 51.66	32.90

-----  
\* PLUM0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 56.61	31.39
-----		
ROOF0189-006 04/01/2024		

	Rates	Fringes
ROOFER.....	\$ 49.62	18.53
-----		
SHEE0023-003 07/01/2024		

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 48.75	30.14
-----		
SHEE0023-004 07/01/2024		

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 54.00	30.52
-----		
TEAM0959-003 01/01/2024		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 49.51	25.38
GROUP 1A.....	\$ 50.92	25.38
GROUP 2.....	\$ 48.10	25.38
GROUP 3.....	\$ 47.19	25.38
GROUP 4.....	\$ 46.55	25.38
GROUP 5.....	\$ 45.70	25.38

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

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

=====

END OF GENERAL DECISION"

PAMPHLET No. 600

Title 36. Public Contracts  
AS 36.05

A woman wearing a brown hard hat with stickers, a high-visibility yellow safety vest over a black and white long-sleeved shirt, and khaki pants is sitting on a yellow utility vehicle. She is smiling and looking towards the camera. The vehicle has a black canopy and a red fire extinguisher mounted on the side. The background shows a forested hillside under a clear blue sky.

# MINIMUM RATES OF PAY For Laborers and Mechanics

Effective September 1, 2024

Issue 49

DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT  
Wage and Hour

- This page intentionally left blank -



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Labor and Workforce Development

Office of the Commissioner

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

September 1, 2024

### TO ALL CONTRACTING AGENCIES:

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

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

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2024, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the 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 blue ink that reads "Catherine Muñoz".

Catherine Muñoz  
Commissioner



- This page intentionally left blank -

# Table of Contents

## Excerpts from Alaska Law

Sec. 36.05.005. Applicability.....	iv
Sec. 36.05.010. Wage rates on public construction. ....	iv
Sec. 36.05.040. Filing schedule of employees, wages paid and other information .....	iv
Sec. 36.05.045. Notice of work and completion; withholding of payment .....	iv
Sec. 36.05.060. Penalty for violation of this chapter .....	v
Sec. 36.05.070. Wage rates in specifications and contracts for public works .....	v
Sec. 36.05.080. Failure to pay agreed wages.....	v
Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts .....	v
Sec. 36.05.900. Definition.. ..	vi

## Excerpts from Alaska Administrative Code

8 AAC 30.051. Purpose .....	vi
8 AAC 30.052. Board and lodging; remote sites .....	vi
8 AAC 30.054. Per diem instead of board and lodging .....	vi
8 AAC 30.056. Alternative arrangement.....	vii
8 AAC 30.900. General definitions (selected excerpts).....	vii

## Additional Information

Per Diem .....	vii
Laborer Classification Clarification.....	viii
Apprentice Rates.....	viii
Fringe Benefit Plans.....	viii
Special Prevailing Wage Rate Determination.....	ix
Alaska Employment Preference Information.....	ix
Labor Standards and Safety Notice Requests .....	x
Debarment List .....	x

## 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**

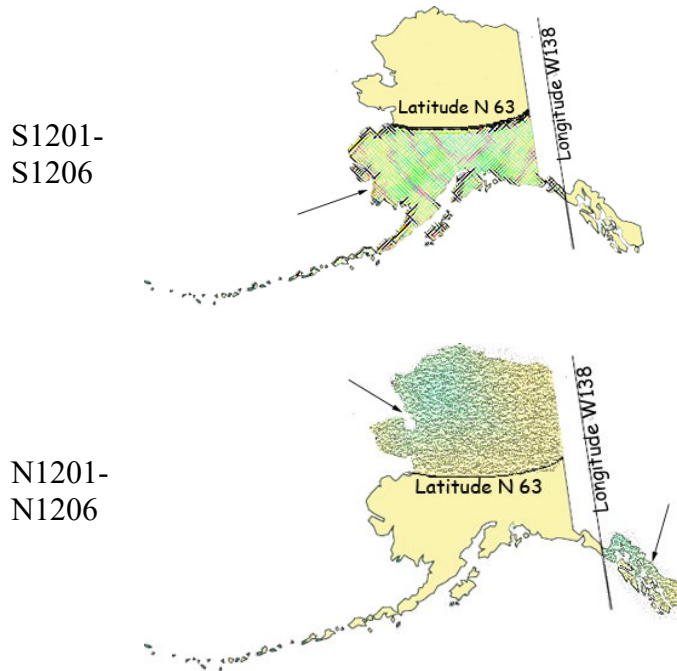
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC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

## Boilermakers

\*See per diem note on last page

					VAC	SAF	
<b>A0101</b>	Boilermaker (journeyman)	51.08	8.57	18.72	2.50	4.25	0.34 85.46

## Bricklayers & Blocklayers

\*See per diem note on last page

					L&M	ANU	
<b>A0201</b>	Blocklayer	52.77		8.71	0.65	0.20	2.45 64.78

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

					L&M	ANU	
<b>A0202</b>	Tuck Pointer Caulker	52.77		8.71	0.65	0.20	2.45 64.78

Cleaner (PCC)

					L&M	ANU	
<b>A0203</b>	Marble & Tile Finisher	40.91		8.83	0.53	0.20	2.45 52.92

Terrazzo Finisher

					L&M	ANU	
<b>A0204</b>	Torginal Applicator	40.91		8.83	0.53	0.20	2.45 52.92

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

\*See per diem note on last page

					L&M	SAF	
<b>N0301</b>	Carpenter (journeyman)	48.54	8.75	15.82	1.75	0.10	74.96

Lather/Drywall/Acoustical

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

\*See per diem note on last page

					L&M	SAF	
<b>S0301</b>	Carpenter (journeyman)	48.54	8.75	16.36	1.75	0.10	75.50

Lather/Drywall/Acoustical

## Cement Masons

\*See per diem note on last page

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

**Cement Masons**  
 \*See per diem note on last page

<b>A0401</b>	Group I, including:	46.93	8.80	11.80	1.53		<b>L&amp;M</b> 0.10	69.16
--------------	---------------------	-------	------	-------	------	--	------------------------	-------

- 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:	46.93	8.80	11.80	1.53		<b>L&amp;M</b> 0.10	69.16
--------------	----------------------	-------	------	-------	------	--	------------------------	-------

- Form Setter

<b>A0403</b>	Group III, including:	46.93	8.80	11.80	1.53		<b>L&amp;M</b> 0.10	69.16
--------------	-----------------------	-------	------	-------	------	--	------------------------	-------

- 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:	46.93	8.80	11.80	1.53		<b>L&amp;M</b> 0.10	69.16
--------------	----------------------	-------	------	-------	------	--	------------------------	-------

- Acoustical or Imitation Acoustical Finish
- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder

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

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

**Cement Masons**  
\*See per diem note on last page

<b>A0404</b>	Group IV, including:	46.93	8.80	11.80	1.53		<b>L&amp;M</b>	69.16
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							

<b>A0405</b>	Group V, including:	46.93	8.80	11.80	1.53		<b>L&amp;M</b>	69.16
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Support and control of all concrete 3D printing operations							
	Use of 3D structural and architectural printing and finishes							
	Use of sustainable materials and equipment practices							
	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	29.95	7.53	8.83			<b>LEG</b>	46.31
<b>A0503</b>	General Helper	25.92	7.53	8.83			<b>LEG</b>	42.28
	Housekeeper							
	Janitor							
	Kitchen Helper							
<b>A0504</b>	Head Cook	29.95	7.53	8.83			<b>LEG</b>	46.31
<b>A0505</b>	Head Housekeeper	26.20	7.53	8.83			<b>LEG</b>	42.56
	Head Kitchen Help							

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

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

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

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

<b>A0601</b>	Assistant Engineer	49.52	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	77.92
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
<b>A0602</b>	Assistant Mate (deckhand)	48.20	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	76.60
<b>A0603</b>	Fireman	48.70	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	77.10
<b>A0605</b>	Leverman Clamshell	52.39	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	80.79
<b>A0606</b>	Leverman Hydraulic	50.39	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	78.79
<b>A0607</b>	Mate & Boatman	49.52	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	77.92
<b>A0608</b>	Oiler (dredge)	48.70	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	77.10

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

<b>A0701</b>	Inside Cable Splicer	50.94	14.40	14.42	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	81.11
<b>A0702</b>	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	50.94	14.40	14.42	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	81.11
<b>A0703</b>	Power Cable Splicer	70.34	14.40	19.30	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	105.39
<b>A0704</b>	Tele Com Cable Splicer	54.03	14.40	18.02	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	87.80
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	68.59	14.40	19.25	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	103.59
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	52.28	14.40	17.97	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15	86.00

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Electricians</b>								
*See per diem note on last page								
A0707	Straight Line Installer - Repairman	52.28	14.40	17.97	0.95	L&M	LEG	86.00
						0.25	0.15	
A0708	Powderman	66.59	14.40	19.19	0.95	L&M	LEG	101.53
						0.25	0.15	
A0710	Material Handler	28.82	14.52	5.86	0.15	L&M	LEG	49.65
						0.15	0.15	
A0712	Tree Trimmer Groundman	32.26	14.40	14.52	0.15	L&M	LEG	61.63
						0.15	0.15	
A0713	Journeyman Tree Trimmer	41.32	14.40	14.79	0.15	L&M	LEG	70.96
						0.15	0.15	
A0714	Vegetation Control Sprayer	44.92	14.40	14.90	0.15	L&M	LEG	74.67
						0.15	0.15	
A0715	Inside Journeyman Communications CO/PBX	50.94	14.40	14.42	0.95	L&M	LEG	81.11
						0.25	0.15	
<b>Elevator Workers</b>								
*See per diem note on last page								
A0802	Elevator Constructor	48.00	16.17	20.96	0.75	L&M	VAC	92.51
						1.30	5.33	
A0803	Elevator Constructor Mechanic	68.57	16.17	20.96	0.75	L&M	VAC	115.36
						1.30	7.61	
<b>Heat &amp; Frost Insulators/Asbestos Workers (North of 63rd Parallel)</b>								
*See per diem note on last page								
N0902	Asbestos Abatement-Mechanical Systems	43.85	9.24	11.12	1.50	IAF	LML	65.90
						0.14	0.05	
N0903	Asbestos Abatement/General Demolition All Systems	43.85	9.24	11.12	1.50	IAF	LML	65.90
						0.14	0.05	
N0904	Insulator, Group II	43.85	9.24	11.12	1.50	IAF	LML	65.90
						0.14	0.05	
N0905	Fire Stop	43.85	9.24	11.12	1.50	IAF	LML	65.90
						0.14	0.05	
<b>Heat &amp; Frost Insulators/Asbestos Workers (South of 63rd Parallel)</b>								
*See per diem note on last page								
S0902	Asbestos Abatement-Mechanical Systems	43.35	9.24	11.12	1.50	IAF	LML	65.40
						0.14	0.05	

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

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

**Heat & Frost Insulators/Asbestos Workers (South of 63rd Parallel)**

\*See per diem note on last page

						IAF	LML	
<b>S0903</b>	Asbestos Abatement/General Demolition All Systems	43.35	9.24	11.12	1.50	0.14	0.05	65.40
<b>S0904</b>	Insulator, Group II	43.35	9.24	11.12	1.50	0.14	0.05	65.40
<b>S0905</b>	Fire Stop	43.35	9.24	11.12	1.50	0.14	0.05	65.40

**IronWorkers**

\*See per diem note on last page

						L&M	IAF	
<b>A1101</b>	Ironworkers, including:	46.49	10.16	26.45	0.87	0.20	0.24	84.41
	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							
<b>A1102</b>	Helicopter	47.49	10.16	26.45	0.87	0.20	0.24	85.41
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							
<b>A1103</b>	Fence/Barrier Installer	42.99	10.16	26.45	0.87	0.20	0.24	80.91
<b>A1104</b>	Guard Rail Layout Man	43.73	10.16	26.45	0.87	0.20	0.24	81.65
<b>A1105</b>	Guard Rail Installer	43.99	10.16	26.45	0.87	0.20	0.24	81.91

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

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

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.86
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	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							

<b>N1202</b>	Group II, including:	39.25	9.95	21.51	1.65	0.30	0.20	72.86
--------------	----------------------	-------	------	-------	------	------	------	-------

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



**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*See per diem note on last page

<b>N1202</b>	Group II, including:	39.25	9.95	21.51	1.65	<b>L&amp;M</b>	<b>LEG</b>	72.86
--------------	----------------------	-------	------	-------	------	----------------	------------	-------

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- 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:	40.15	9.95	21.51	1.65	<b>L&amp;M</b>	<b>LEG</b>	73.76
--------------	-----------------------	-------	------	-------	------	----------------	------------	-------

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate

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

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>N1203</b>	Group III, including:	40.15	9.95	21.51	1.65	0.30	0.20	73.76

- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>N1204</b>	Group IIIA	44.28	9.95	21.51	1.65	0.30	0.20	77.89

- 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)
- 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	27.82	9.95	21.51	1.65	0.30	0.20	61.43

- Final Building Cleanup
- Permanent Yard Worker

						L&M	LEG	
<b>N1206</b>	Group IIIB	50.11	5.90	21.51	1.65	0.30	0.20	79.67

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>S1201</b>	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.86

- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)

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

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1201</b>	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.86
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro Seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1202</b>	Group II, including:	39.25	9.95	21.51	1.65	0.30	0.20	72.86
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							

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

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S1202</b> Group II, including:	39.25	9.95	21.51	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	72.86
-----------------------------------	-------	------	-------	------	------------------------	--------------------	-------

- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- 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>S1203</b> Group III, including:	40.15	9.95	21.51	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	73.76
------------------------------------	-------	------	-------	------	------------------------	--------------------	-------

- 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>S1204</b> Group IIIA	44.28	9.95	21.51	1.65	<b>L&amp;M</b> 0.30	<b>LEG</b> 0.20	77.89
-------------------------	-------	------	-------	------	------------------------	--------------------	-------

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

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

						L&M	LEG	
<b>S1204</b>	Group IIIA	44.28	9.95	21.51	1.65	0.30	0.20	77.89
	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)							
	Pipelayers							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							

						L&M	LEG	
<b>S1205</b>	Group IV	27.82	9.95	21.51	1.65	0.30	0.20	61.43
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
<b>S1206</b>	Group IIIB	50.11	5.90	21.51	1.65	0.30	0.20	79.67
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

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

						L&M		
<b>A1251</b>	Millwright (journeyman)	55.42	8.75	15.00	1.11	0.20	0.25	80.73
<b>A1252</b>	Millwright Welder	56.42	8.75	15.00	1.11	0.20	0.25	81.73

**Painters, Region I (North of N63 latitude)**  
 \*See per diem note on last page

						L&M		
<b>N1301</b>	Group I, including:	40.33	9.97	15.10	1.10	0.10		66.60
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							

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

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

**Painters, Region I (North of N63 latitude)**  
 \*See per diem note on last page

<b>N1301</b>	Group I, including:	40.33	9.97	15.10	1.10	<b>L&amp;M</b> 0.10	66.60
--------------	---------------------	-------	------	-------	------	------------------------	-------

Roll

<b>N1302</b>	Group II, including:	40.85	9.97	15.10	1.10	<b>L&amp;M</b> 0.10	67.12
--------------	----------------------	-------	------	-------	------	------------------------	-------

- 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:	44.54	9.97	18.61	1.10	0.10	74.32
--------------	----------------------	-------	------	-------	------	------	-------

- Glazier
- Storefront/Automatic Door Mechanic

<b>N1305</b>	Group V, including:	39.66	9.97	5.00	1.10	0.10	55.83
--------------	---------------------	-------	------	------	------	------	-------

- Carpet Installer
- Floor Coverer
- Heat Weld/Cove Base
- Linoleum/Soft Tile Installer

<b>N1306</b>	Group VI, including:	69.78	11.01	7.80	1.10	0.10	89.79
--------------	----------------------	-------	-------	------	------	------	-------

Traffic Control Striper

**Painters, Region II (South of N63 latitude)**  
 \*See per diem note on last page

<b>S1301</b>	Group I, including :	35.97	9.97	17.45	1.10	<b>L&amp;M</b> 0.10	64.59
--------------	----------------------	-------	------	-------	------	------------------------	-------

- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

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

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

**Painters, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1301</b>	Group I, including :	35.97	9.97	17.45	1.10	<b>L&amp;M</b> 0.10	64.59
	Spray						
<b>S1302</b>	Group II, including :	37.22	9.97	17.45	1.10	<b>L&amp;M</b> 0.10	65.84
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
<b>S1303</b>	Group III, including :	37.32	9.97	17.45	1.10	<b>L&amp;M</b> 0.10	65.94
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						
<b>S1304</b>	Group IV, including:	45.20	9.97	17.25	1.10	<b>L&amp;M</b> 0.10	73.62
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>S1305</b>	Group V, including:	39.66	9.97	5.00	1.10	<b>L&amp;M</b> 0.10	55.83
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
<b>S1306</b>	Group VI, including:	69.78	11.01	7.80	1.10	0.10	89.79
	Traffic Control Striper						

**Piledrivers**

\*See per diem note on last page

<b>A1401</b>	Piledriver	48.54	8.75	15.82	1.75	<b>L&amp;M</b> 0.10	<b>IAF</b> 74.96
	Assistant Dive Tender						
	Carpenter/Piledriver						
	Rigger						
	Sheet Stabber						

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

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

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

<b>A1401</b>	Piledriver	48.54	8.75	15.82	1.75	L&M	IAF	74.96
	Skiff Operator							
<b>A1402</b>	Piledriver-Welder/Toxic Worker	49.54	8.75	15.82	1.75	L&M	IAF	75.96
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	52.85	8.75	15.82	1.75	L&M	IAF	79.27
	Single Atmosphere Suit, Bell or Submersible Pilot							
<b>A1404</b>	Diver (working) **See note on last page	92.65	8.75	15.82	1.75	L&M	IAF	119.07
<b>A1405</b>	Diver (standby) **See note on last page	52.85	8.75	15.82	1.75	L&M	IAF	79.27
<b>A1406</b>	Dive Tender **See note on last page	51.85	8.75	15.82	1.75	L&M	IAF	78.27
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	54.10	8.75	15.82	1.75	L&M	IAF	80.52

**Plumbers, Region I (North of N63 latitude)**  
\*See per diem note on last page

<b>N1501</b>	Journeyman Pipefitter	51.66	12.45	18.70	1.75	L&M	S&L	85.76
	Plumber							
	Welder							

**Plumbers, Region II (South of N63 latitude)**  
\*See per diem note on last page

<b>S1501</b>	Journeyman Pipefitter	44.50	13.88	16.02	2.30	L&M		76.90
	Plumber							
	Welder							

**Plumbers, Region IIA (1st Judicial District)**  
\*See per diem note on last page

<b>X1501</b>	Journeyman Pipefitter	48.00	15.17	12.25	2.95	L&M		78.61
	Plumber							
	Welder							

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



**Power Equipment Operators**

\*See per diem note on last page

						<b>L&amp;M</b>	
<b>A1601</b>	Group I, including:	50.39	11.75	15.50	1.05	0.10	78.79
	Asphalt Roller: Breakdown, Intermediate, and Finish						
	Back Filler						
	Barrier Machine (Zipper)						
	Beltcrete with Power Pack & similar conveyors						
	Bending Machine						
	Boat Coxswain						
	Bulldozer						
	Cableways, Highlines & Cablecars						
	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						

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

**Power Equipment Operators**  
 \*See per diem note on last page

<b>A1601</b>	Group I, including:	50.39	11.75	15.50	1.05	<b>L&amp;M</b>	0.10	78.79
	Off-Road Hauler (including Articulating and Haul Trucks)							
	Operator on Dredges							
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
	Plant Operator (Asphalt & Concrete)							
	Power Plant, Turbine Operator 200 k.w. & over (power plants or combination of power units over 300 k.w.)							
	Remote Controlled Equipment							
	Scraper (through 40 yards)							
	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:	52.39	11.75	15.50	1.05	<b>L&amp;M</b>	0.10	80.79
	Camera/Tool/Video Operator (Slipline)							
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)							
	Cranes (over 45 tons or 150 feet including jib & attachments)							
	(a) Clamshells & Draglines (over 3 yards)							
	(b) Tower Cranes							
	Licensed Water/Waste Water Treatment Operator							
	Loaders (over 5 yards)							
	Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)							
	Power Plants (1000 k.w. & over)							
	Profiler, Reclaimer, and Roto-Mill							
	Quad							
	Scrapers (over 40 yards)							
	Screed							
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)							
	Sidebooms (over 45 tons)							
	Slip Form Paver, C.M.I. & similar types							
	Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)							

<b>A1603</b>	Group II, including:	49.52	11.75	15.50	1.05	<b>L&amp;M</b>	0.10	77.92
	Boiler - Fireman							

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

**Power Equipment Operators**

\*See per diem note on last page

<b>A1603</b> Group II, including:	49.52	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	77.92
-----------------------------------	-------	-------	-------	------	------------------------	-------

- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

<b>A1604</b> Group III, including:	48.70	11.75	15.50	1.05	<b>L&amp;M</b> 0.10	77.10
------------------------------------	-------	-------	-------	------	------------------------	-------

- "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

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

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

**Power Equipment Operators**  
 \*See per diem note on last page

<b>A1604</b>	Group III, including:	48.70	11.75	15.50	1.05		<b>L&amp;M</b> 0.10	77.10
	Straightening Machine							
	Tow Tractor							

<b>A1605</b>	Group IV, including:	41.66	11.75	15.50	1.05		<b>L&amp;M</b> 0.10	70.06
	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

<b>A1701</b>	Roofer & Waterproofer	49.62	13.75	3.91	0.81		<b>L&amp;M</b> 0.10	0.06	68.25
--------------	-----------------------	-------	-------	------	------	--	------------------------	------	-------

<b>A1702</b>	Roofer Material Handler	36.23	13.75	3.91	0.81		<b>L&amp;M</b> 0.10	0.06	54.86
--------------	-------------------------	-------	-------	------	------	--	------------------------	------	-------

**Sheet Metal Workers, Region I (North of N63 latitude)**  
 \*See per diem note on last page

<b>N1801</b>	Sheet Metal Journeyman	54.00	12.80	15.94	1.80		<b>L&amp;M</b> 0.12		84.66
	Air Balancing and duct cleaning of HVAC systems								
	Brazing, soldering or welding of metals								
	Demolition of sheet metal HVAC systems								
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work								
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment								
	Fabrication and installation of louvers and hoods								
	Fabrication and installation of sheet metal lagging								
	Fabrication and installation of stainless steel commercial or industrial food service equipment								
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems								
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work								
	Metal lavatory partitions								
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work								

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

**Sheet Metal Workers, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1801</b>	Sheet Metal Journeyman	54.00	12.80	15.94	1.80				84.66
--------------	------------------------	-------	-------	-------	------	--	--	--	-------

- Sheet Metal shelving, lockers
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1801</b>	Sheet Metal Journeyman	48.75	12.80	15.30	2.06				79.34
--------------	------------------------	-------	-------	-------	------	--	--	--	-------

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving, lockers
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sprinkler Fitters**

\*See per diem note on last page

<b>A1901</b>	Sprinkler Fitter	56.61	11.91	18.35	0.54				87.66
--------------	------------------	-------	-------	-------	------	--	--	--	-------

**Surveyors**

\*See per diem note on last page

<b>A2001</b>	Chief of Parties	57.54	12.98	14.14	1.25				86.01
--------------	------------------	-------	-------	-------	------	--	--	--	-------

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

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

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

<b>A2002</b>	Party Chief	53.55	12.98	14.14	1.25	L&M 0.10	82.02
<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	50.65	12.98	14.14	1.25	L&M 0.10	79.12
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	48.29	12.98	14.14	1.25	L&M 0.10	76.76
<b>A2006</b>	Chain Person (for crews with more than 2 people)	43.46	12.98	14.14	1.25	L&M 0.10	71.93

**Truck Drivers**  
\*See per diem note on last page

<b>A2101</b>	Group I, including: Air/Sea Traffic Controllers Ambulance/Fire Truck Driver (EMT certified) Boat Coxswain Captains & Pilots (air & water) Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment) Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards Fueller Helicopter Transporter Liquid Vac Truck/Super Vac Truck Material Coordinator or Purchasing Agent Oil Distributor Truck Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated) Semi with Double Box Mixer Tireman, Medium Duty (Truck Tires up to 1200-24") Water Wagon (250 Bbls and above)	49.51	12.98	14.14	1.25	L&M 0.10	77.98
<b>A2102</b>	Group 1A including: Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated) Jeeps (driver under load) Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated) Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)	50.92	12.98	14.14	1.25	L&M 0.10	79.39

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

**Truck Drivers**  
 \*See per diem note on last page

<b>A2103</b> Group II, including:	48.10	12.98	14.14	1.25	<b>L&amp;M</b> 0.10	76.57
-----------------------------------	-------	-------	-------	------	------------------------	-------

- 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 articulating end dump, rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Mechanics
- Partsman
- Ready-mix (up to & including 12 yards)
- Stringing Truck
- Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b> Group III, including:	47.19	12.98	14.14	1.25	<b>L&amp;M</b> 0.10	75.66
------------------------------------	-------	-------	-------	------	------------------------	-------

- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including articulating end dump, 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:	46.55	12.98	14.14	1.25	<b>L&amp;M</b> 0.10	75.02
-----------------------------------	-------	-------	-------	------	------------------------	-------

- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Cement Spreader, Dry
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards

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

**Truck Drivers**  
 \*See per diem note on last page

						L&M	
<b>A2105</b>	Group IV, including:	46.55	12.98	14.14	1.25	0.10	75.02
	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)						
	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:	45.70	12.98	14.14	1.25	0.10	74.17
	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 Seeder, Single Axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger						
	Swamper						
	Tack Truck (welders/gear)						
	Team Drivers (horses, mules, & similar equipment)						

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



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

**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:	42.08	9.95	21.51	1.65	0.30	0.20	75.69
	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:	43.18	9.95	21.51	1.65	0.30	0.20	76.79
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							

						L&M	LEG	
<b>N2203</b>	Group III, including:	44.17	9.95	21.51	1.65	0.30	0.20	77.78
	Miner							
	Retimberman							

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	48.71	9.95	21.51	1.65	0.30	0.20	82.32
	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:	55.12	5.90	21.51	1.65	0.30	0.20	84.68
	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: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*See per diem note on last page

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	55.12	5.90	21.51	1.65	0.30	0.20	84.68
	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:	42.08	9.95	21.51	1.65	0.30	0.20	75.69
	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>S2202</b>	Group II, including:	43.18	9.95	21.51	1.65	0.30	0.20	76.79
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							

						L&M	LEG	
<b>S2203</b>	Group III, including:	44.17	9.95	21.51	1.65	0.30	0.20	77.78
	Miner							
	Retimberman							

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	48.71	9.95	21.51	1.65	0.30	0.20	82.32
	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							

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

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

**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>S2206</b>	Group IIIB, including:	55.12	5.90	21.51	1.65	0.30	0.20	84.68
	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, Power Equipment Operators**  
 \*See per diem note on last page

						L&M		
<b>A2207</b>	Group I	55.43	11.75	15.50	1.05	0.10		83.83
<b>A2208</b>	Group IA	57.63	11.75	15.50	1.05	0.10		86.03
<b>A2209</b>	Group II	54.47	11.75	15.50	1.05	0.10		82.87
<b>A2210</b>	Group III	53.57	11.75	15.50	1.05	0.10		81.97
<b>A2211</b>	Group IV	45.83	11.75	15.50	1.05	0.10		74.23

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

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

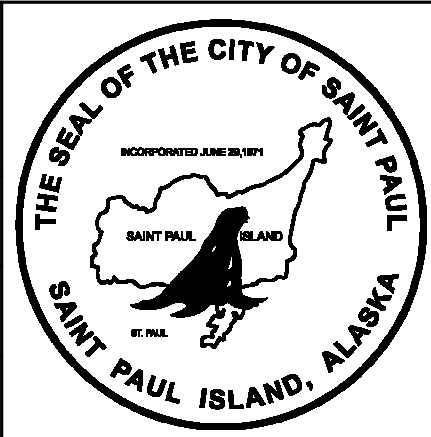
Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Category	Description	Submittal Type
PROJECT	Initial Project Schedule, with Outages	Submittal
PROJECT	Periodic Schedule Updates, with Outages	Submittal
PROJECT	As-Built Drawings	Closeout Submittal
FUEL SYSTEMS	Secondary Containment Piping	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Piping	Specifications
FUEL SYSTEMS	Fittings	Product Data
FUEL SYSTEMS	Thread Sealant	Product Data
FUEL SYSTEMS	Valves	Product Data
FUEL SYSTEMS	Accessories	Product Data
FUEL SYSTEMS	Flange Gaskets	Product Data
FUEL SYSTEMS	Fuel Meter	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Gasoline Pump	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Fuel Tank	Shop Drawing
FUEL SYSTEMS	Fuel Tank Coating System	Product Data
FUEL SYSTEMS	Dispenser	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	POS System	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	CC Terminal	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Dispenser, CC Terminal, POS Connectivity/Network Diagram	Shop Drawing
FUEL SYSTEMS	Leak Detector	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Level Indicator	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	High Level Switch	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Tank Level Transmitter	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Solenoid Valve	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Foot Valve	Product Data
FUEL SYSTEMS	Emergency Shut-Off Valve	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Fuel Tank High Level Shut-Off Valve	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Automatic Overfill Valve	Product Data, Installation Instructions, O&M
FUEL SYSTEMS	Pressure Relief Valve	Product Data
FUEL SYSTEMS	Backpressure Regulator Valve	Product Data
FUEL SYSTEMS	DoubleTrac Training Certification	Certifications
FUEL SYSTEMS	Pressure Testing	Test Reports
FUEL SYSTEMS	Pressure Testing (Doubletrac)	Test Reports
FUEL SYSTEMS	Welding Quality Assurance Plan	Submittal
FUEL SYSTEMS	Certified Welding Procedure Specifications (WPS)	Certifications
FUEL SYSTEMS	Certified Welder Performance Specifications (WPQ)	Certifications
FUEL SYSTEMS	Welding Electrodes and Rods	Product Data
FUEL SYSTEMS	Weld Examination/Inspections	Reports
FUEL SYSTEMS	Warranties	Product Data
FUEL SYSTEMS	Dispenser Package Vendor Startup Plan	Reports
FUEL SYSTEMS	Dispenser Package Vendor Startup Report	Reports
SUPPORTS	Unistrut	Product Data
SUPPORTS	Unistrut Accessories	Product Data
SUPPORTS	Treated Timber	Product Data
SUPPORTS	Rigid pipe/conduit, 4"	Product Data
FENCING	Fencing Materials	Product Data
CONTROL PANELS	Bill of materials	Product data
CONTROL PANELS	Functional testing	Test reports
CONTROL PANELS	drawings	Shop drawings
POWER PANEL	Breakers	Product data
SWITCHES	Emergency stop switches	Product data
CONDUIT	Conduit materials	Product data
CONDUIT	Pull box	Product data
Wire and cable	Wire & Cable	Product data
MISC	Support Rack	Product data



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.:		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR BID	KAR/02-18-2025	

DRAWN	KAR
CHECKED	JRR
DATE	



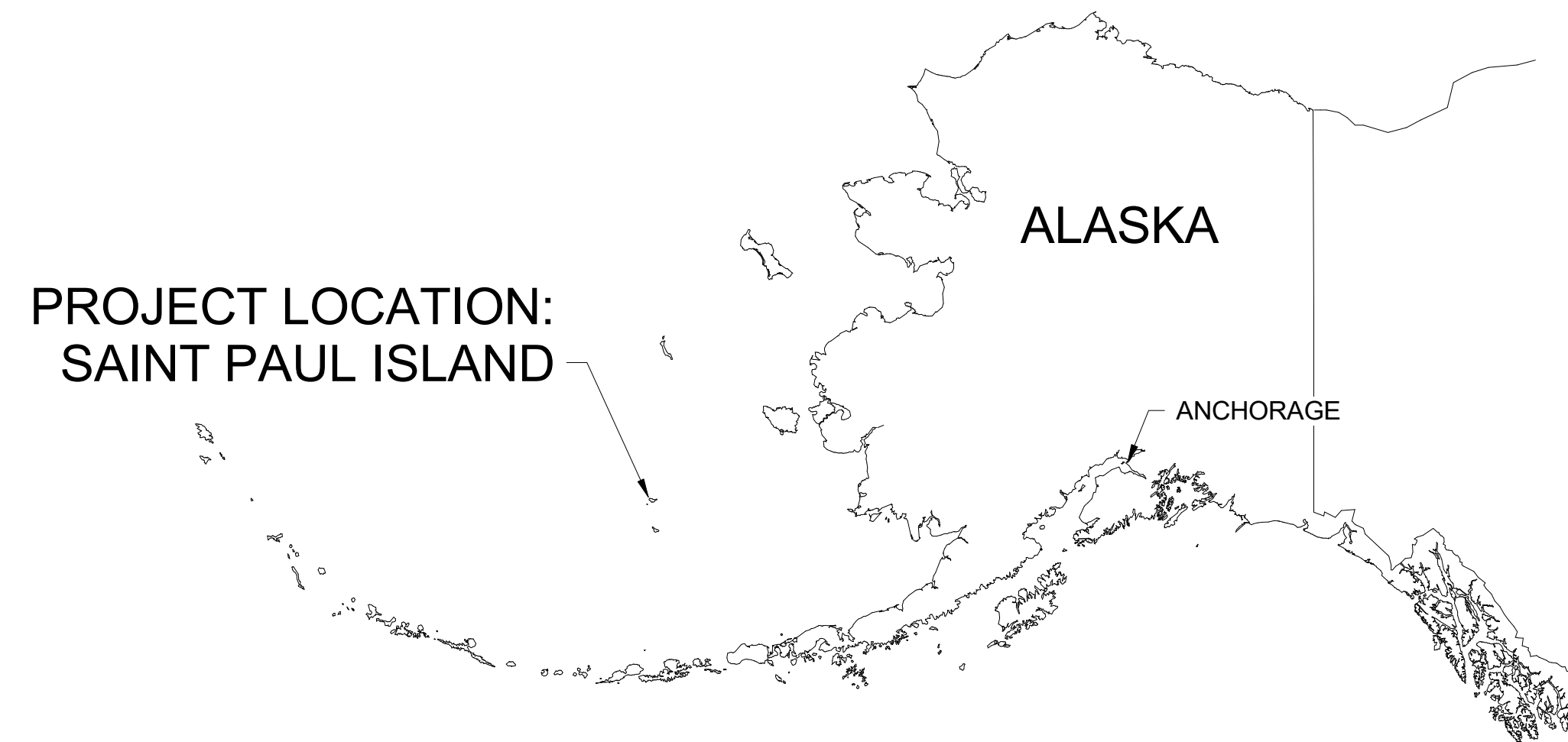
ENG. STAMP:

DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES LAYDOWN AREA PLAN	
REF. DWG(S):		
DRAWING NO.:	SPBF-LAYDOWN	SHEET ____ OF ____

# CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES

## PROJECT NO. 24-0293

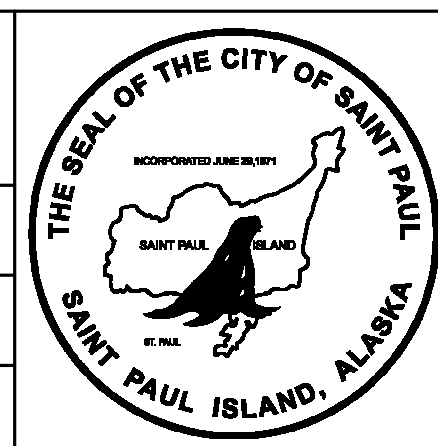
### ISSUED FOR CONSTRUCTION



DRAWING INDEX				
DESCRIPTION	DWG NUMBER	SHEET	REV	
COVER SHEET & DRAWING INDEX	SPBF-PR-0001	1	1	
STRUCTURAL SITE PLAN AND DETAILS	SPBF-SS-1001	1	0	
MECHANICAL SYMBOLS AND ABBREVIATIONS	SPBF-ME-1000	1	0	
MECHANICAL NOTES, SPECIFICATIONS, AND EQUIPMENT SCHEDULES	SPBF-ME-1001	1	1	
SITE LAYOUT	SPBF-ME-2001	1	0	
TRUCK RACK DETAILS	SPBF-ME-2002	1	1	
BULK FUEL OIL TANKS P&ID	SPBF-ME-4001	1	0	
TRUCK RACK P&ID	SPBF-ME-4002	1	1	
DISPENSER TANKS P&ID	SPBF-ME-4003	1	0	
MECHANICAL DETAILS	SPBF-ME-5001	1	0	
MECHANICAL DETAILS - DISPENSER TANK	SPBF-ME-5100	1	0	
MECHANICAL DEMO PLAN	SPBF-ME-7201	1	0	
DEMOLITION BULK FUEL OIL TANKS P&ID	SPBF-ME-7401	1	0	
DEMOLITION P&ID - TRUCK RACK AREA	SPBF-ME-7402	1	0	
DEMOLITION P&ID - DISPENSER TANKS	SPBF-ME-7403	1	0	
SITE ELECTRICAL PLAN VIEW - DEMO	SPBF-EL-1001 DEMO	1	0	
SITE ELECTRICAL PLAN	SPBF-EL-1001	1	0	
TRUCK RACK ELECTRICAL - PLAN VIEW - AREA CLASS	SPBF-EL-1010	1	0	
DISPENSER TANK ELECTRICAL - PLAN VIEW - AREA CLASS	SPBF-EL-1011	1	0	
SITE CONDUIT RUNS - PLAN VIEW	SPBF-EL-1020	1	0	
TRUCK RACK CONDUIT RUNS - PLAN VIEW	SPBF-EL-1021	1	0	
DISPENSER AREA CONDUIT RUNS - PLAN VIEW	SPBF-EL-1022	1	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC SCHEMATICS	SPBF-EL-2000	1	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC SCHEMATICS	SPBF-EL-2000	2	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC SCHEMATICS	SPBF-EL-2000	3	0	
DISPENSER AND REGISTER SCHEMATIC	SPBF-EL-2010	1	0	
ELECTRICAL PANEL SCHEDULES	SPBF-EL-2015	1	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC WIRING DIAGRAMS	SPBF-EL-3000	1	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC WIRING DIAGRAMS	SPBF-EL-3000	2	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC WIRING DIAGRAMS	SPBF-EL-3000	3	0	
TRUCK RACK AND DISPENSER TANK PANELS WIRING DIAGRAMS AND SCHEMATICS	SPBF-EL-3010	1	0	
ELECTRICAL CABLE SCHEDULE	SPBF-EL-4000	1	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC PANEL ELEVATIONS	SPBF-EL-4500	1	0	
DISPENSER TANKS LEVEL CONTROL PANEL - DTLC PANEL ELEVATIONS	SPBF-EL-4500	2	0	
DISPENSER TANKS LEVEL CONTROL PANEL - NAMEPLATE SCHEDULE	SPBF-EL-4500	3	0	
TRUCK RACK UNLEADED PUMP PANEL - TRUP - PANEL ELEVATIONS	SPBF-EL-4510	1	0	
TRUCK RACK UNLEADED PUMP PANEL - TRUP - PANEL ELEVATIONS	SPBF-EL-4510	2	0	
DISPENSER TANKS HIGH LEVEL ALARM PANEL - HLAP - REMOTE PANEL ELEVATIONS	SPBF-EL-4515	1	0	
PANEL MOUNTING RACK DETAIL	SPBF-EL-5001	1	0	

PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293			
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025
1	ISSUED FOR CONSTRUCTION	KAR/02-18-2025	KAR/02-18-2025

DRAWN: KAR	
CHECKED: JRR	
DATE:	



ENG. STAMP:

**electric Power Systems**  
inc.  
Consulting Engineers

TEL: (907) 522-1953  
FAX: (907) 522-1182  
WEB: WWW.EPSINC.COM

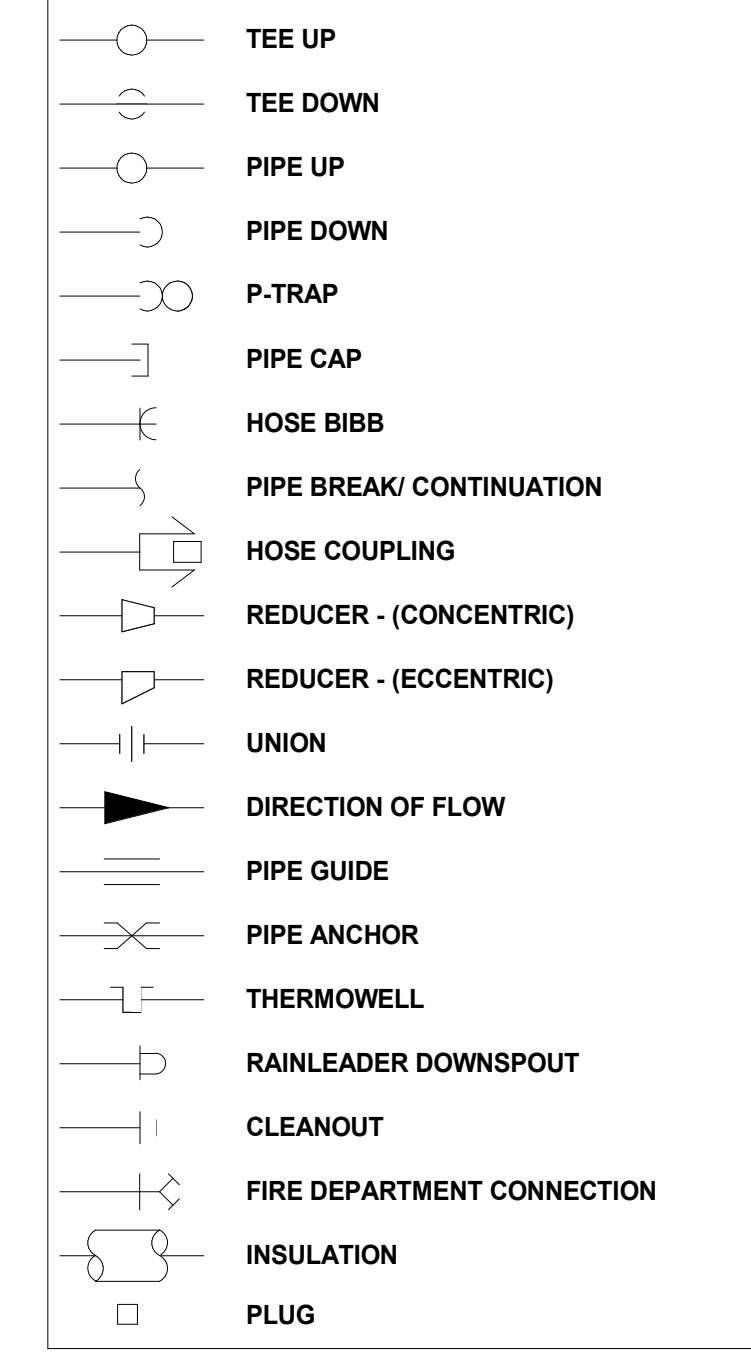
DRAWING NAME: <b>CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES COVER SHEET &amp; DRAWING INDEX</b>	SHEET ____ OF ____
REF. DWG(S):	
DRAWING NO.:	SPBF-PR-0001



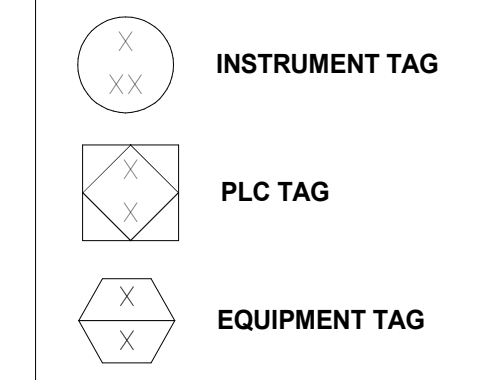
ABBREVIATIONS - GENERAL/P&ID

AAV	AUTOMATIC AIR VENT	IN	INCHES	VAC	VOLTAGE ALTERNATING CURRENT
AFF	ABOVE FINISH FLOOR	IPS	IRON PIPE SIZE	VAV	VARIABLE AIR VOLUME
AGL	ABOVE GROUND LEVEL	MA	MAKEUP AIR	VERT	VERTICAL
AHU	AIR HANDLING UNIT	kPa	KILOPASCALS	VFD	VARIABLE FREQUENCY DRIVE
AI	ANALOG INPUT	KW	KILOWATT	VTR	VENT THRU ROOF
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	LAH	LEVEL ALARM HIGH	W	WASTE
API	AMERICAN PETROLEUM INSTITUTE	LAL	LEVEL ALARM LOW	W/	WITH
ARCH	ARCHITECT/ARCHITECTURAL	LAT	LEAVING AIR TEMPERATURE	WB	WET BULB
AO	ANALOG OUTPUT	LCO	LEVEL CONTROLLER	WC	WATER CLOSET
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS	LF	LINEAL FOOT	WC	WATER COLUMN
AUX	AUXILIARY	LFT	LEAVING FLUID TEMPERATURE	WCO	WALL CLEANOUT
BB	BASEBOARD	LI	LEVEL INDICATOR	WH	WATER HEATER
BDD	BACKDRAFT DAMPER	LO	LUBE OIL (CLEAN)	WHA	WATER HAMMER ARRESTOR
BLDG	BUILDING	LPD	LOW POINT DRAIN	WHGR	WASTE HEAT GLYCOL RETURN
BOP	BOTTOM OF PIPE	LS	LEAK SENSOR	WHGS	WASTE HEAT GLYCOL SUPPLY
BTU	BRITISH THERMAL UNIT	L/S	LITERS PER SECOND	WOB	WASTE OIL BLENDER
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	LSH	LEVEL SWITCH HIGH	WHO	WASTE OIL HEATER
CFH	CUBIC FEET PER HOUR	LSHH	LEVEL SWITCH HIGH HIGH	WOL	WELD-O-LET
CFM	CUBIC FEET PER MINUTE	LSL	LEVEL SWITCH LOW	WT	WEIGHT
CLG	CEILING	LSLL	LEVEL SWITCH LOW LOW		
CMU	CONCRETE MASONRY UNIT	LT	LEVEL TRANSMITTER		
COND	CONDENSATE	MAV	MANUAL AIR VENT		
COMM	COMMUNICATION	MAX	MAXIMUM		
CONC	CONCENTRIC/CONCRETE	MBH	THOUSANDS BTU PER HOUR		
CO	CLEANOUT	MIN	MINIMUM OR MINUTES		
CS	CARBON STEEL	MNPT	MALE NOMINAL PIPE THREAD		
CUH	CABINET UNIT HEATER	MOD	MOTOR OPERATED DAMPER		
CV	FLOW COEFFICIENT OR CONTROL VALVE (VARIOUS)	MOV	MOTOR OPERATED VALVE		
CW	COLD WATER	MS	MOTOR STARTER		
CWI	CERTIFIED WELD INSPECTIONS	NC	NORMALLY CLOSED		
Ø	DIAMETER OR PHASE	NDE	NON-DESTRUCTIVE EXAMINATION		
DBB	DOUBLE BLOCK AND BLEED	NEC	NATIONAL ELECTRICAL CODE		
DEG	DEGREE	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION		
DEMO	DEMOLISH	NIC	NOT IN CONTRACT		
DG	DIESEL GENERATOR	NO	NORMALLY OPEN		
DI	DIGITAL INPUT	NPT	NOMINAL PIPE THREAD		
DIA	DIAMETER	NTS	NOT TO SCALE		
DIM	DIMENSION	OA	OVER		
DISCH	DISCHARGE	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED		
DN	DOWN	OSHA	OCCUPATION & SAFETY HEALTH ASSOCIATION		
DO	DIGITAL OUTPUT	OW	OILY WATER		
DPS	DIFFERENTIAL PRESSURE SWITCH	OWS	OIL/WATER SEPERATOR		
DWG	DRAWING	P&ID	PROCESS & INSTRUMENTATION DIAGRAM		
EA	EXHAUST AIR	PDA	PRESSURE DIFFERENTIAL		
EAT	ENTERING AIR TEMPERATURE	PDI	PRESSURE DIFFERENTIAL INDICATOR		
EF	EXHAUST FAN	PDS	PRESSURE DIFFERENTIAL SWITCH		
EFT	ENTERING FLUID TEMPERATURE	PG	PROPYLENE GLYCOL		
EG	ETHYLENE GLYCOL	PH	PHASE		
ELEV.	ELEVATION	PI	PRESSURE INDICATOR		
EQUIP	EQUIPMENT	P&ID	PIPING AND INSTRUMENTATION DIAGRAM		
ERW	ELECTRIC RESISTANCE WELDED	PRV	PRESSURE REGULATING / RELIEF VALVE		
ES	EXHAUST SILENCER	PS	PIPE SUPPORT		
ESP	EXTERNAL STATIC PRESSURE	PSI	POUNDS PER SQUARE INCH		
EXIST	EXISTING	PSID	POUNDS PER SQUARE INCH DIFFERENTIAL		
°F	FAHRENHEIT	PSIG	POUNDS PER SQUARE INCH GAUGE		
FOO	FLOOR CLEAN OUT	PSV	PRESSURE SAFETY VALVE		
FD	FIRE DAMPER	PT	PRESSURE/TEMPERATURE		
FD	FLOOR DRAIN	PTFE	POLYTETRAFLUOROETHYLENE		
FDC	FIRE DEPARTMENT CONNECTION	PW	PUMPED WASTE		
FE	FLOW ELEMENT	RA	RETURN AIR/RELIEF AIR		
FF	FINISH FLOOR	RCP	RADIANT CEILING PANEL		
FLG	FLANGE	RED	REDUCER/REDUCING		
FOR	FUEL OIL SUPPLY	RL	RAIN LEADER		
FOS	FUEL OIL RETURN	RPM	REVOLUTIONS PER MINUTE		
FPM	FEET PER MINUTE	SA	SUPPLY AIR		
FQI	FUEL QUANTITY INDICATOR	SCH	SCHEDULE		
FQT	FUEL QUANTITY TRANSMITTER	SD	SMOKE DETECTOR		
FSD	FIRE SMOKE DAMPER	SG	SIGHT GLASS		
FSL	FLOW SWITCH LOW	SOL	SOC-O-LET		
FT	FLASH TANK OR FEET	SP	STATIC PRESSURE		
FU	FILTER UNIT	SS	STAINLESS STEEL		
G	LOW PRESSURE GAS (11" W.C.)	STI	STEEL TANK INSTITUTE		
GA	GAUGE	T	TEMPERATURE		
GAL	GALLONS	TA	TRANSFER AIR		
GALV	GALVANIZED	TBE	THREAD BOTH ENDS		
GND	GROUND	TCV	TEMPERATURE CONTROL VALVE		
GPH	GALLONS PER HOUR	THRD	THREADED		
GPM	GALLONS PER MINUTE	TI	TEMPERATURE INDICATOR		
HB	HOSE BIBB	TOE	THREAD ONE END		
HC	HEATING COIL	TOL	THREAD-O-LET		
HDPE	HIGH DENSITY POLYETHYLENE	T.O.S.	TOP OF STEEL		
HF	HYDRAULIC FLUID	TP	TRAP PRIMER		
HGS	HEATING GLYCOL FLUID SUPPLY	TRANS	TRANSITION		
HGR	HEATING GLYCOL FLUID RETURN	TSH	TEMPERATURE SWITCH HIGH		
HL	HIGH LIMIT	TSHH	TEMPERATURE SWITCH HIGH HIGH		
HLV	HIGH LEVEL VALVE	TSL	TEMPERATURE SWITCH LOW		
HP	HORSEPOWER/HIGH PRESSURE	TSLL	TEMPERATURE SWITCH LOW LOW		
HPS	HIGH PRESSURE STEAM	TSP	TOTAL STATIC PRESSURE		
HPV	HIGH POINT VENT	TT	TEMPERATURE TRANSMITTER		
HR	HOUR	TYP	TYPICAL		
HVAC	HEATING, VENTILATION, AIR CONDITIONING	TW	TEMPERED WATER		
HWC	HOT WATER CIRCULATION	UH	UNIT HEATER		
HWR	HOT WATER RETURN	UL	UNDERWRITERS LABORATORIES		
HWS	HOT WATER SUPPLY	US	UNDERSLAB		
HW	HOT WATER	V	VENT OR VOLTS		
HX	HEAT EXCHANGER				
HZ	HERTZ				

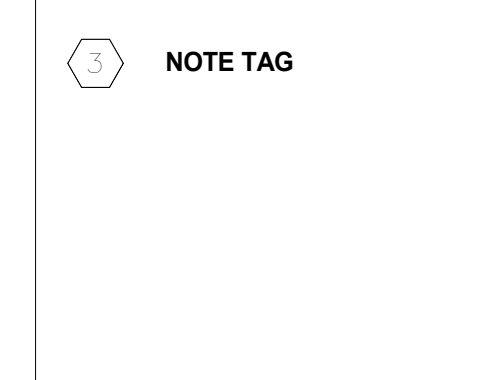
PIPING LEGEND



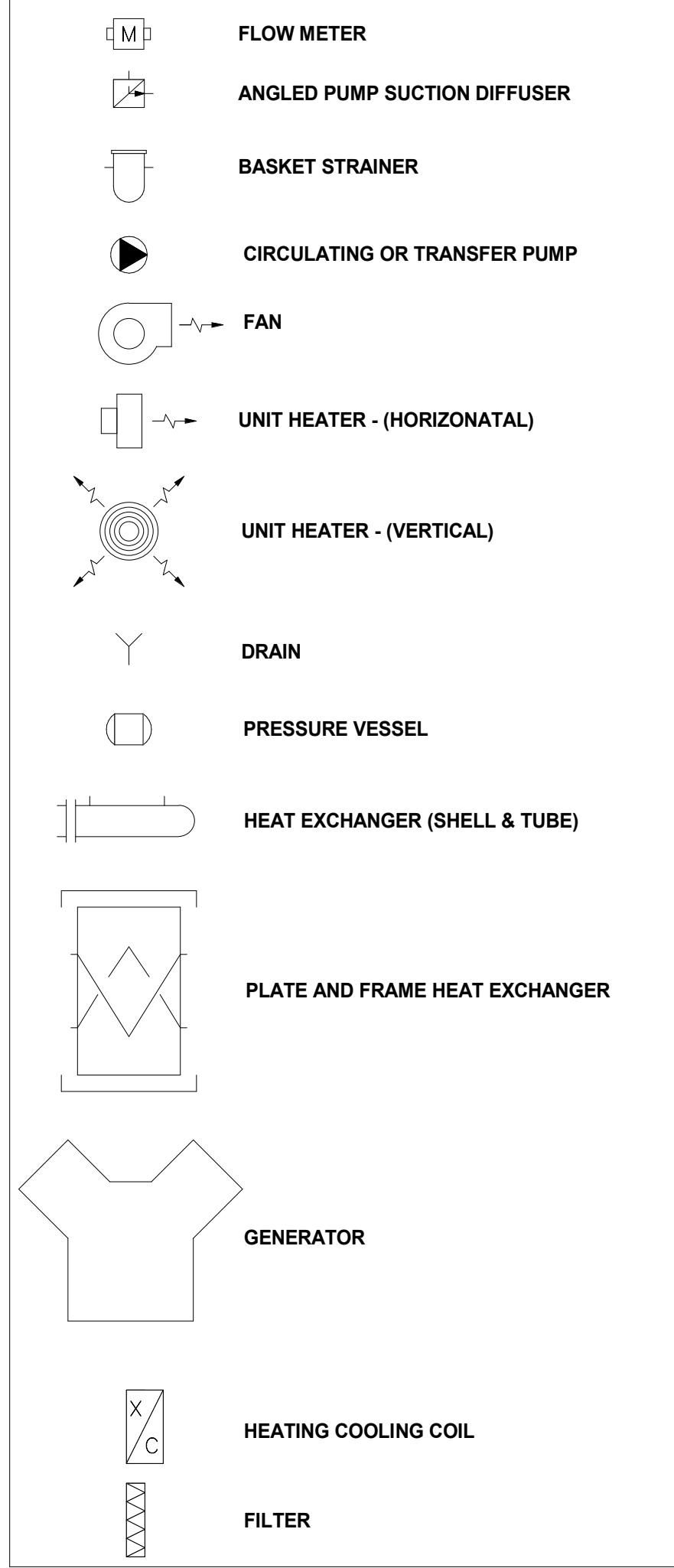
PIPING LEGEND



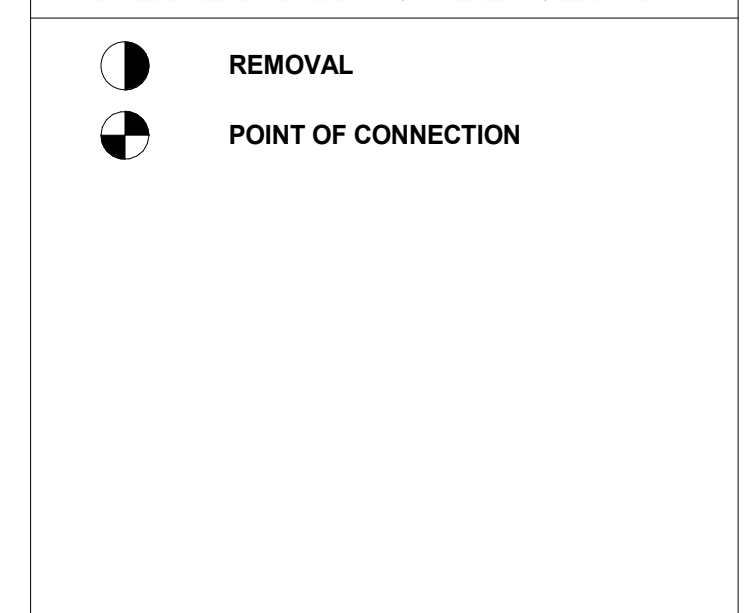
NOTE LEGEND



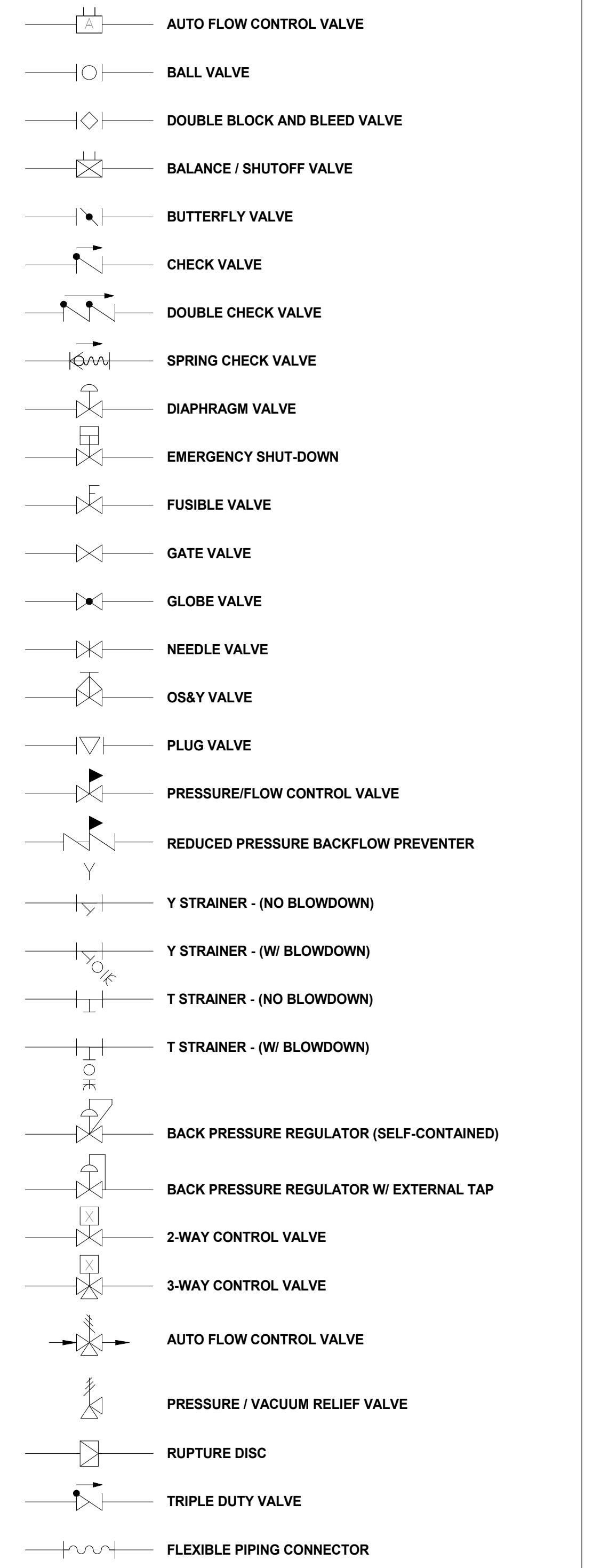
EQUIPMENT - GENERAL



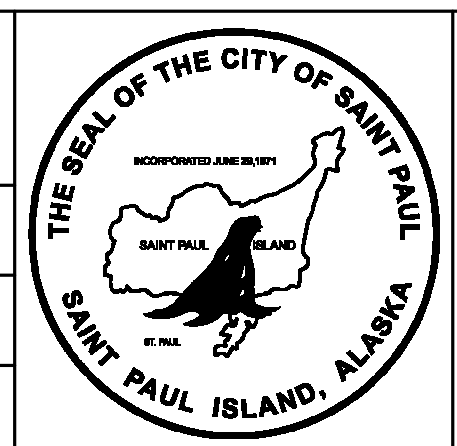
REFERRING LEGEND



VALVE LEGEND - GENERAL/P&ID



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293			
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025



**Electric Power Systems**  
Consulting Engineers  
TEL: (907) 522-1953  
FAX: (907) 522-1182  
WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
MECHANICAL SYMBOLS AND ABBREVIATIONS

REF. DWG(S):  
DRAWING NO.: SPBF-ME-1000

SHEET \_\_\_\_ OF \_\_\_\_

**Electric Power Systems**  
Consulting Engineers  
3305 ARCTIC BLVD, STE 201, ANCHORAGE, AK 99503  
TEL: (907) 522-1953  
CERTIFICATE OF AUTHORIZATION: AECC 738



## MECHANICAL EQUIPMENT SCHEDULE

TAG	DESCRIPTION	MANUFACTURER	MODEL	NOTES
T-3201	DIESEL FUEL DISPENSER TANK, 3000 GAL, UL-2085 AND STI F921. COMPLETE WITH ON-SKID, PACKAGED DISPENSER SYSTEM.	GREER	CUSTOM, SEE ME-5100	PART OF DISPENSER TANK PACKAGE. SEE ME-5100 FOR MORE DETAILS AND REQUIREMENTS.
T-4201	UNLEADED GAS DISPENSER TANK, 3000 GAL., COMPLETE WITH ON-SKID, PACKAGED DISPENSER SYSTEM	GREER	CUSTOM, SEE ME-5100	PART OF DISPENSER TANK PACKAGE. SEE ME-5100 FOR MORE DETAILS AND REQUIREMENTS.
DP-3201	DIESEL FUEL DISPENSER, GREEN FILL NOZZLE.	WAYNE FUELING SYSTEMS	SELECT 3/G7207P/2JKR	PART OF DISPENSER TANK PACKAGE. SEE ME-5100 FOR MORE DETAILS AND REQUIREMENTS.
DP-4201	UNLEADED GAS DISPENSER, BLACK FILL NOZZLE	WAYNE FUELING SYSTEMS	SELECT 3/G7207P/2JKR	PART OF DISPENSER TANK PACKAGE. SEE ME-5100 FOR MORE DETAILS AND REQUIREMENTS.
-	REMOTE CREDIT CARD STAND TO BE COMPATIBLE WITH DISPENSERS, CAPABLE OF ALLOWING FOR AFTER-HOURS FUEL SALES.	PETRO VEND FUEL CONTROLS	PV300E	PART OF DISPENSER TANK PACKAGE. SEE ME-5100 FOR MORE DETAILS AND REQUIREMENTS. NOTE 1.
-	POS SYSTEM CAPABLE OF ALLOWING ATTENDANT TO PROCESS CASH AND CREDIT CARD FUEL SALES.	-	-	PART OF DISPENSER TANK PACKAGE. SEE ME-5100 FOR MORE DETAILS AND REQUIREMENTS. NOTE 1.
YI-3202 YI-4202	TANK INTERSTITIAL LEAK DETECTOR	MORRISON BROTHERS	FIG 724-1200-AI	PART OF DISPENSER TANK PACKAGE
LI-3203 LI-4203	TANK LEVEL INDICATOR	MORRISON BROTHERS	FIG 918DP	PART OF DISPENSER TANK PACKAGE
P-4252	UNLEADED GAS TRANSFER PUMP 180 GPM @ 40 PSI (GASOLINE), CLASS 1 DIV 1 MOTOR, STAINLESS CONSTRUCTION, 10HP, 480V/3PH/60HZ	PRICE PUMP CO.	CL150SS	
FM-3251	FLOW METER FOR DIESEL. 200 GPM. INTEGRAL STRAINER, VENT, SOLENOID. PROVIDE WITH PULSER, TEMPERATURE PROBE, REMOTE REGISTER (WIFI), CLASS 1 DIV 2.	LIQUID CONTROLS (METER) TCS (REGISTER)	METER M-15 TCS 3000	NOTES 1, 2
FM-4251	FLOW METER FOR UNLEADED GAS. INTEGRAL STRAINER, VENT, SOLENOID. PROVIDE WITH PULSER, TEMPERATURE PROBE, REMOTE REGISTER (WIFI), CLASS 1 DIV 2.	LIQUID CONTROLS (METER) TCS (REGISTER)	METER M-15 TCS 3000	NOTES 1, 2
CV-3204 CV-4204	SOLENOID VALVE, 2", STAINLESS STEEL	MORRISON BROTHERS	710SS-2150-1V	PART OF DISPENSER TANK PACKAGE
LV-3205 LV-4205	TANK HIGH-LEVEL SHUTOFF VALVE, 2"	CLA-VAL	2"-129-26AGS	
LCV-3205 LCV-4205	TANK LEVEL CONTROL VALVE, 2"	CLA-VAL	CFM2 X-77	
LSH-3206 LSH-4206	LEVEL SWITCH, VIBRATING FORK	MAGNETROL	961-2DA0-030 WITH 9A1-A21A-028	
LT-3207 LT-4207	TANK LEVEL TRANSMITTER, GUIDED WAVE RADAR	MAGNETROL	700-512A-C50 WITH 7BT-2100-A10-20-100	
F-3208 F-4208	WYE STRAINER, 2" NPT, 30 MESH, SS	KECKLEY OR APPROVED EQUAL	25THY-36M30M36-TT	
F-3209 F-4209	WYE STRAINER, 1-1/2" NPT, 30 MESH, SS	KECKLEY OR APPROVED EQUAL	11/25THY-36M30M36-TT	
CV-3210 CV-4210	FOOT VALVE, 1-1/2"	MORRISON BROTHERS	334-0300AV	PART OF DISPENSER TANK PACKAGE
CV-3211 CV-4211	EMERGENCY SHUT-OFF VALVE	OPW	10BFP-5726	PART OF DISPENSER TANK PACKAGE
CV-3213 CV-4213	AUTOMATIC OVERFILL VALVE WITH INTEGRAL ANTI-SIPHON	MORRISON BROTHERS	9095AM3200AV WITH 9095ATM1000	PROVIDE TEST MECHANISM
PRV-3212 PRV-3213 PRV-3214 PRV-4212 PRV-4213 PRV-4214	PRESSURE RELIEF VALVE, 3/4" NPT, 50 PSI THERMAL EXPANSION, STAINLESS STEEL	ANDERSON GREENWOOD	83SM66-4	
PRV-4216	BACKPRESSURE REGULATOR VALVE, 2" NPT, 40 PSI	FISHER	MR98H	

**SCHEDULE NOTES:**

- EQUIPMENT SHALL BE CAPABLE OF EXPORTING A DIGITAL TRANSACTION REGISTER FOR USE BY CITY ACCOUNTING/BILLING. THIS MAY BE THROUGH THE ASSOCIATED PAYMENT PROCESSOR (FOR POS/CC STAND), OR VIA OTHER PROTOCOL OR SD-CARD (FOR BULK REGISTERS).
- PROVIDE PRINTER IN BULK FUEL OFFICE.

**CONSTRUCTION NOTES:**

**CONSTRUCTION NOTES:**

- IT IS A PRIORITY TO MAINTAIN FUEL SALES TO THE ISLAND CITIZENS. REVIEW CONSTRUCTION PHASING/LIMITATION NOTES ON DRAWING ME-7201.
- POWER NEAR CONSTRUCTION AREA MAY BE LIMITED. PROVIDE ENGINE-DRIVEN WELDERS FOR FIELD-WELDING.

**PIPE SYSTEM ABBREVIATIONS:**

- CS - CARBON STEEL FUEL PIPING
- SS - STAINLESS STEEL FUEL PIPING
- DT - DOUBLETRAC FUEL PIPING

**STAINLESS STEEL FUEL PIPING (SS)**

- ALL PIPING TO BE CONSTRUCTED IN ACCORDANCE WITH ASME 31.1-2014. FUEL-OIL PIPING MUST BE THE LATEST ADOPTED INTERNATIONAL FIRE CODE, AND NFPA-30.
- PROVIDE TP304 STAINLESS STEEL PIPE. THE PIPE WALL THICKNESS SHALL BE SCHEDULE 40. ALL THREADED PIPE MUST BE SCHEDULE 80.
- PROVIDE STAINLESS STEEL API 607 BALL VALVES
- COMPLETE WELDS ON STAINLESS STEEL PIPING ACCORDING TO ASME B31.3.
- CERTIFIED WELD INSPECTIONS (CWI): VISUAL EXAMINATION IS REQUIRED FOR ALL SOCKET WELDS AND BUTT WELDS. NDE RADIOGRAPHIC OR ULTRASONIC EXAMINATION IS REQUIRED FOR AT LEAST 5% OF ALL BUTT WELDED CONNECTIONS.
- JOINTS AND FITTINGS SHALL BE WELDED, THREADED OR FLANGED PER THE SPECIFICATIONS PROVIDED BELOW. ALL FITTINGS SHALL BE MANUFACTURED PER THE APPLICABLE ASME B16.9 SPECIFICATION.
  - WELD FITTINGS 2.5" AND LARGER: PROVIDE BUTT WELD SEAMLESS A403 STAINLESS STEEL ELBOW, TEE AND REDUCER FITTINGS. PROVIDE FORGED ASTM A182 RAISED-FACE FLANGES. BUTT WELD FITTINGS MUST MATCH SCHEDULE AND BORE OF ADJACENT PIPE.
  - WELD FITTINGS 2" AND SMALLER: PROVIDE ASTM A182, PROVIDE FORGED ASME B16.11, SOCKET WELD ELBOW, TEE, SOCKLETS, REDUCER AND ADAPTER FITTINGS FOR PIPE SIZES 2" AND SMALLER.
  - THREADED FITTINGS: PROVIDE FORGED ASME B16.11, ASTM A182 THREADED FITTINGS. PTFE TAPE IS PROHIBITED FOR THREADED JOINTS
  - SEAL JOINTS WITH LOCTITE 565 THREAD SEALANT. FULLY CLEAN AND DEBURR THREADS PRIOR TO ASSEMBLY. APPLY SEALANT PRIMER PER THE MANUFACTURER'S RECOMMENDATIONS
  - FLANGES: PROVIDE ANSI CLASS 150 A182 RAISED FACE FLANGES.
  - FLANGE GASKETS: SPIRAL WOUND, 304SS WINDINGS, GRAPHITE FILLER MATERIAL, AND STEEL CENTERING RING. GASKET MUST BE CONSTRUCTED TO ASME B16.20 AND BE RATED FOR THE FULL ASME B16.5 FLANGE RATING. BASIS OF DESIGN: GARLOCK RW OR EQUAL.
  - FASTENERS FOR FLANGE CONNECTIONS: FLANGE STUDS SHALL BE PTFE COATED A193-B7. FLANGE NUTS SHALL BE PTFE COATED A194-2H.
- U-BOLTS: U-BOLT MATERIAL: ASTM A193 STAINLESS STEEL. NUT MATERIAL: ASTM A194 GRADE A. USE ONLY HEAVY HEX NUTS.
- LOW POINT DRAINS AND HIGH POINT VENTS: PROVIDE 3/4" (MINIMUM) BALL VALVES. VALVE HANDLES TO BE LOCKABLE. ELBOWS TO BE FORGED ASME B16.11, A182 SOCKET WELD. INSTALL A CARBON STEEL PLUG IN ALL DRAINS AND VENTS UNLESS IN USE. INSTALL IN PROTECTED LOCATIONS THAT ARE NOT SUSCEPTIBLE TO DAMAGE.
- PIPING TO BE CONSIDERED NORMAL FLUID SERVICE PER ASME B31.3. LEAK TEST ALL NEW PIPE TO B31.3. TEST TO 150PSI (OR 110PSI IF PERFORMING PNEUMATIC LEAK TEST). SUBMIT DOCUMENTATION OF PRESSURE TESTING RESULTS.
- FLUSHING REQUIREMENT: BLOW DOWN NEW PIPING WITH COMPRESSED AIR TO REMOVE DEBRIS
- SUPPORT ALL PIPING. SUPPORT AT REGULAR INTERVALS AS REQUIRED TO SUPPORT PIPING. MAXIMUM SPAN SUPPORT SPACING FOR 3" - 12" MAXIMUM SPAN SUPPORT SPACING FOR 2" PIPE: 10'. USE STAINLESS STEEL UNISTRUT TO ATTACH TO NEARBY STEEL. USE UNISTRUT POST BASES AND ANCHOR BOLTS TO ATTACH TO CONCRETE.

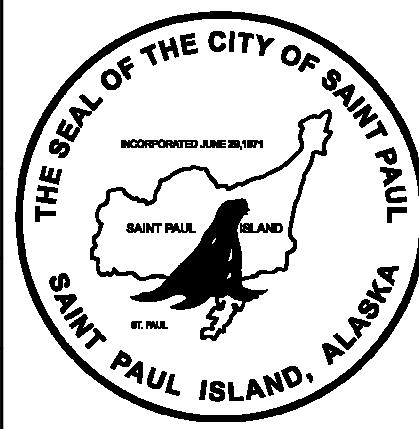
**SECONDARY CONTAINMENT FUEL PIPING (DT)**

- ALL PIPING TO BE CONSTRUCTED IN ACCORDANCE WITH ASME 31.1-2014. FUEL-OIL PIPING MUST BE THE LATEST ADOPTED INTERNATIONAL FIRE CODE, AND NFPA-30.
- PROVIDE UL-LISTED, METALLIC INTEGRAL PRIMARY/SECONDARY PIPE SYSTEM DESIGNED FOR ABOVE-GROUND AND BELOW-GROUND USE, WITH SEMI-RIGID COAXIAL-TYPE DOUBLE WALL CONSTRUCTION WITH T316 STAINLESS STEEL PRIMARY CORRUGATED PIPE, AND A 2-LAYER EFEP AND NYLON (WITH UV-RESISTANT OUTER LAYER) SECONDARY PIPE.
- PIPING AND FITTINGS INSTALLED IN THE FIELD SHALL BE ASSEMBLED BY TECHNICIANS OF THE CONTRACTOR WHO HAVE BEEN SATISFACTORILY TRAINED AND CERTIFIED BY THE MANUFACTURER. SUBMIT DOCUMENTATION OF TRAINING/CERTIFICATION, INCLUDING NAMES OF INDIVIDUALS.
- FITTINGS SHALL BE MANUFACTURER FITTINGS WITH INTEGRAL SECONDARY CONTAINMENT TEST PORTS. FITTINGS SHALL BE LIMITED TO TRANSITIONING FROM DOUBLE-TRAC PIPE TO SINGLE-WALL PIPE AS INDICATED IN THE DRAWINGS. ADDITIONAL FITTINGS IN A SINGLE DOUBLE-TRAC RUN SHALL BE PROHIBITED WITHOUT PRIOR AUTHORIZATION FROM THE OWNER.
- AT ONE END OF EACH CONTINUOUS DOUBLE-TRAC PIPE RUN, PROVIDE A TEST ASSEMBLY ON THE SECONDARY CONTAINMENT TEST PORT CONSISTING OF A TEE WITH PRESSURE GAUGE AND SHRAIDER VALVE. UNLESS INDICATED OTHERWISE, WHERE MULTIPLE RUNS OF PARALLEL DOUBLE-TRAC PIPE ARE ROUTED, LOCATE TEST ASSEMBLIES AT SAME END.
- PRESSURE TESTING OF THE PRIMARY AND SECONDARY PIPE SHALL BE PERFORMED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S INSTRUCTIONS AND WITHIN THE LIMITS OF THE PIPING. SUBMIT DOCUMENTATION OF PRESSURE TESTING RESULTS.
- PIPE AND FITTINGS SHALL BE PROTECTED FROM DAMAGE TO TO IMPACT AND POINT LOADING. KEEP PIPING CLEAN. COVER PIPE ENDS PRIOR TO INSTALLATION. CONTRACTOR SHALL NOT ALLOW DIRT, DEBRI OR OTHER EXTRANEOUS MATERIALS TO GET INTO THE PRIMARY PIPE, SECONDARY PIPE, OR FITTINGS.
- SUPPORT PIPE AND PREVENT FLEXURAL STRAIN PER MANUFACTURER'S INSTRUCTIONS.
- OBSERVE MINIMUM BEND RADIUS. CONSIDER BOTH REQUIRED RADIUS OF INSTALLED PIPE, AS WELL AS RADIUS DURING INSTALLATION OR SERVICE ACTIVITIES. CONNECTIONS TO OTHER PIPE SYSTEMS MAY NEED TO BE ANGLED WITH 90's, 45's, ETC FROM WHAT IS SHOWN TO ENSURE PROPER INSTALLATION. NOTIFY OWNER/ENGINEER OF CONFLICTS.
- FLUSHING REQUIREMENT: BLOW DOWN NEW PIPING WITH COMPRESSED AIR TO REMOVE DEBRIS

PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025
1	ISSUED FOR CONSTRUCTION	KAR/02-18-2025	KAR/02-18-2025

DRAWN: KAR  
 CHECKED: JRR  
 DATE: \_\_\_\_\_



DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES MECHANICAL NOTES, SPECIFICATIONS, AND EQUIPMENT SCHEDULES

REF. DWG(S): \_\_\_\_\_

DRAWING NO.: SPBF-ME-1001

SHEET \_\_\_\_ OF \_\_\_\_

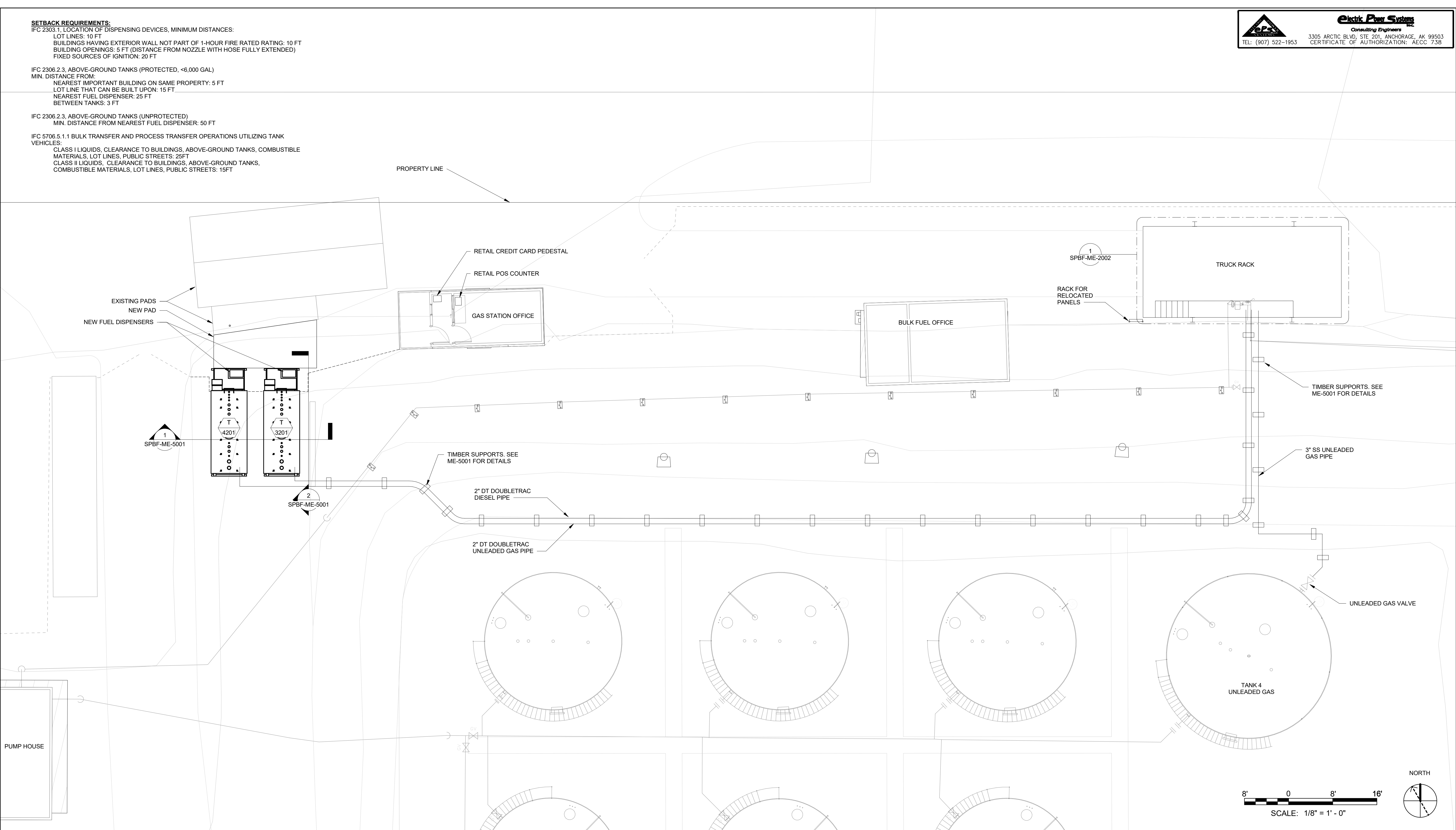


**SETBACK REQUIREMENTS:**  
 IFC 2303.1. LOCATION OF DISPENSING DEVICES, MINIMUM DISTANCES:  
 LOT LINES: 10 FT  
 BUILDINGS HAVING EXTERIOR WALL NOT PART OF 1-HOUR FIRE RATED RATING: 10 FT  
 BUILDING OPENINGS: 5 FT (DISTANCE FROM NOZZLE WITH HOSE FULLY EXTENDED)  
 FIXED SOURCES OF IGNITION: 20 FT

IFC 2306.2.3. ABOVE-GROUND TANKS (PROTECTED, <6,000 GAL)  
 MIN. DISTANCE FROM:  
 NEAREST IMPORTANT BUILDING ON SAME PROPERTY: 5 FT  
 LOT LINE THAT CAN BE BUILT UPON: 15 FT  
 NEAREST FUEL DISPENSER: 25 FT  
 BETWEEN TANKS: 3 FT

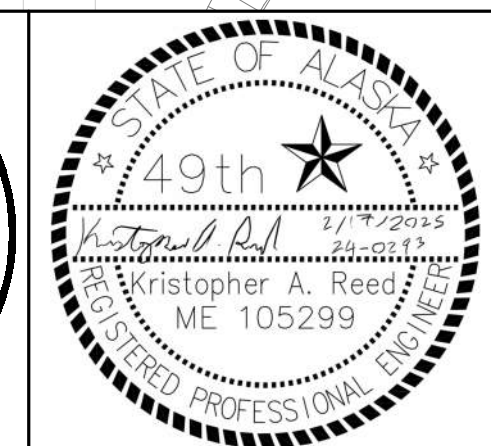
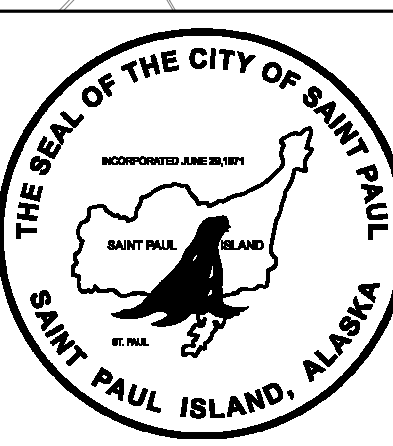
IFC 2306.2.3. ABOVE-GROUND TANKS (UNPROTECTED)  
 MIN. DISTANCE FROM NEAREST FUEL DISPENSER: 50 FT

IFC 5706.5.1.1 BULK TRANSFER AND PROCESS TRANSFER OPERATIONS UTILIZING TANK VEHICLES:  
 CLASS I LIQUIDS, CLEARANCE TO BUILDINGS, ABOVE-GROUND TANKS, COMBUSTIBLE MATERIALS, LOT LINES, PUBLIC STREETS: 25FT  
 CLASS II LIQUIDS, CLEARANCE TO BUILDINGS, ABOVE-GROUND TANKS, COMBUSTIBLE MATERIALS, LOT LINES, PUBLIC STREETS: 15FT



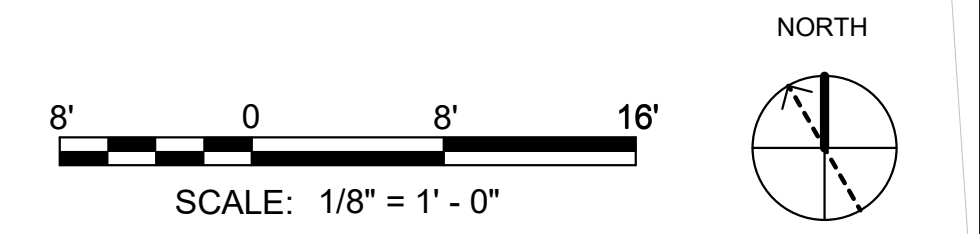
PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293			
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

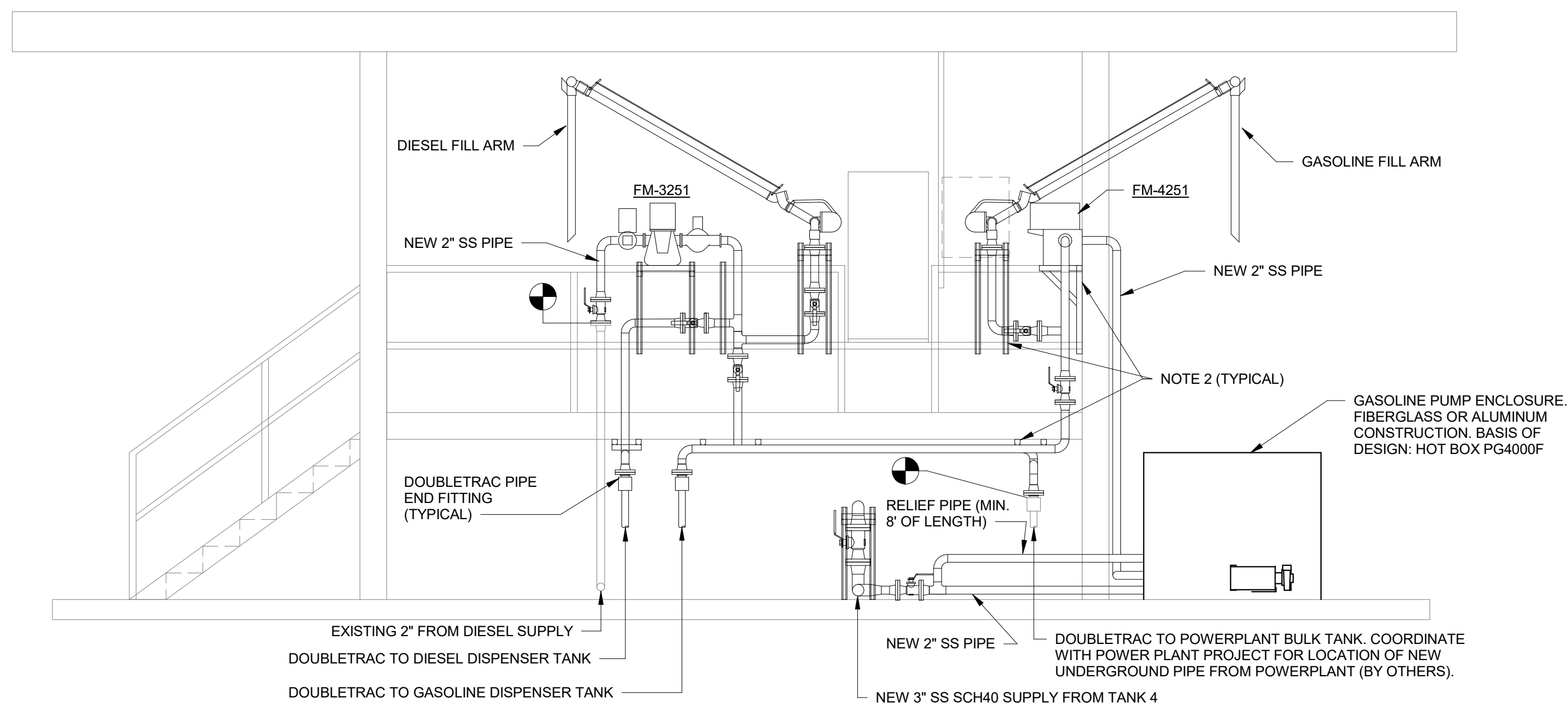
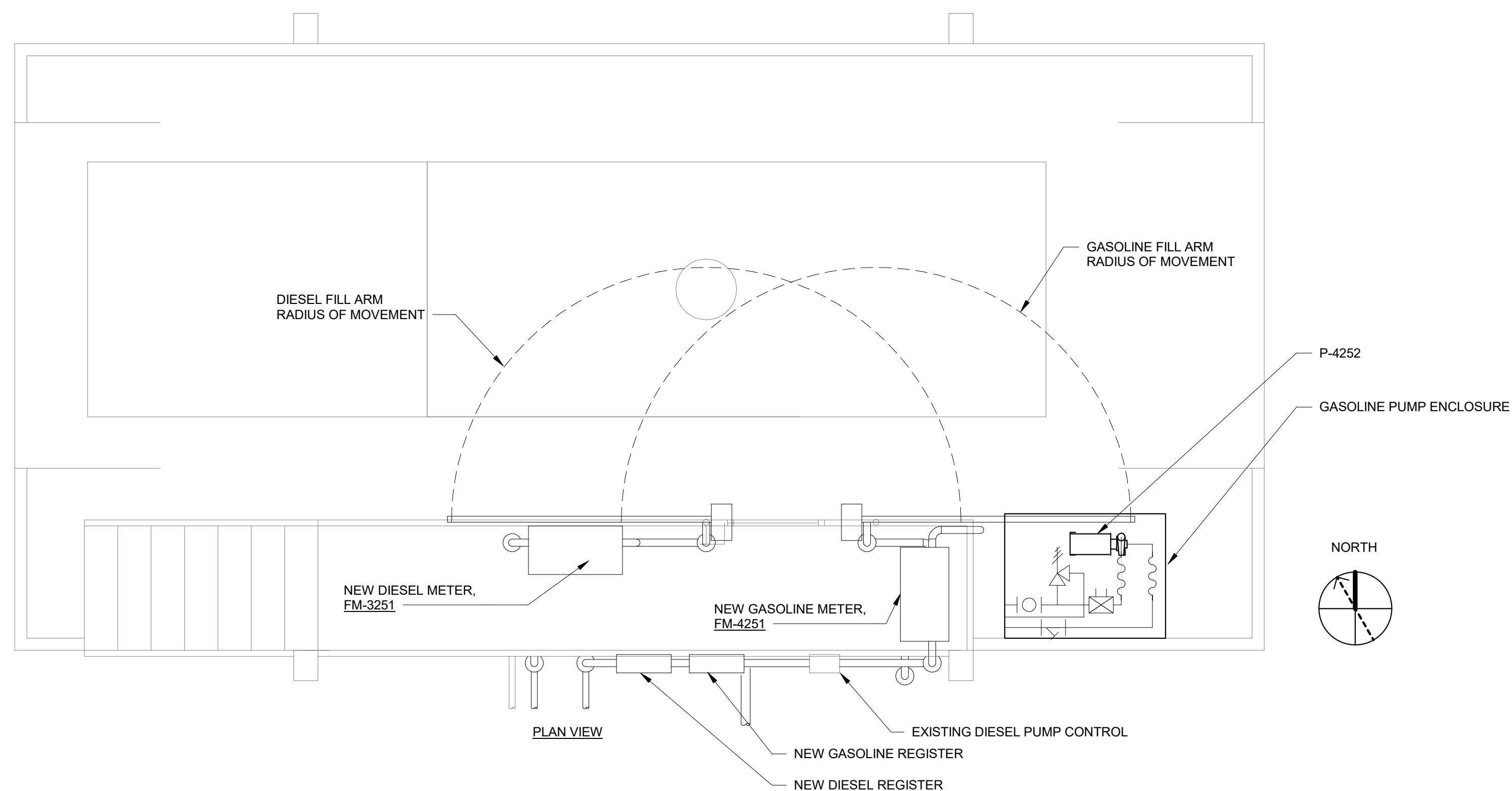
DRAWN: KAR  
 CHECKED: JRR  
 DATE: \_\_\_\_\_



**Electric Power Systems**  
 Consulting Engineers Inc.  
 TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 SITE LAYOUT  
 REF. DWG(S):  
 DRAWING NO.: SPBF-ME-2001  
 SHEET \_\_\_\_ OF \_\_\_\_





- NOTES:**
1. NOT ALL PIPING/ACCESSORIES SHOWN. SEE ME-4002 FOR MORE INFORMATION. USE STAINLESS STEEL STRUT TO SUPPORT METERS, TOP-FILL ASSEMBLY, PIPING, AND ACCESSORIES.
  2. GASOLINE PUMP ENCLOSURE, FIBERGLASS OR ALUMINUM CONSTRUCTION, BASIS OF DESIGN: HOT BOX PG4000F

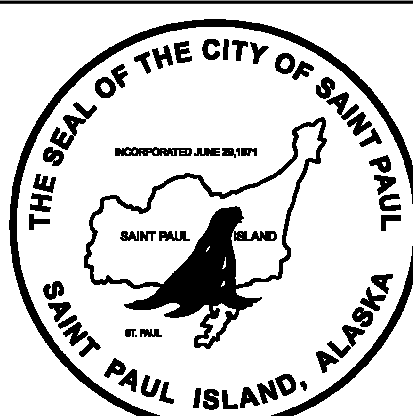
1 TRUCK RACK DETAILS  
 3/8" = 1'-0"



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025
1	ISSUED FOR CONSTRUCTION	KAR/02-18-2025	KAR/02-18-2025

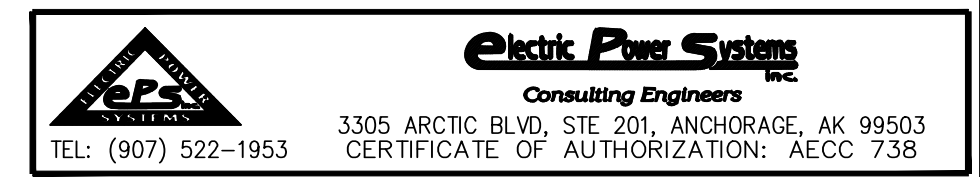
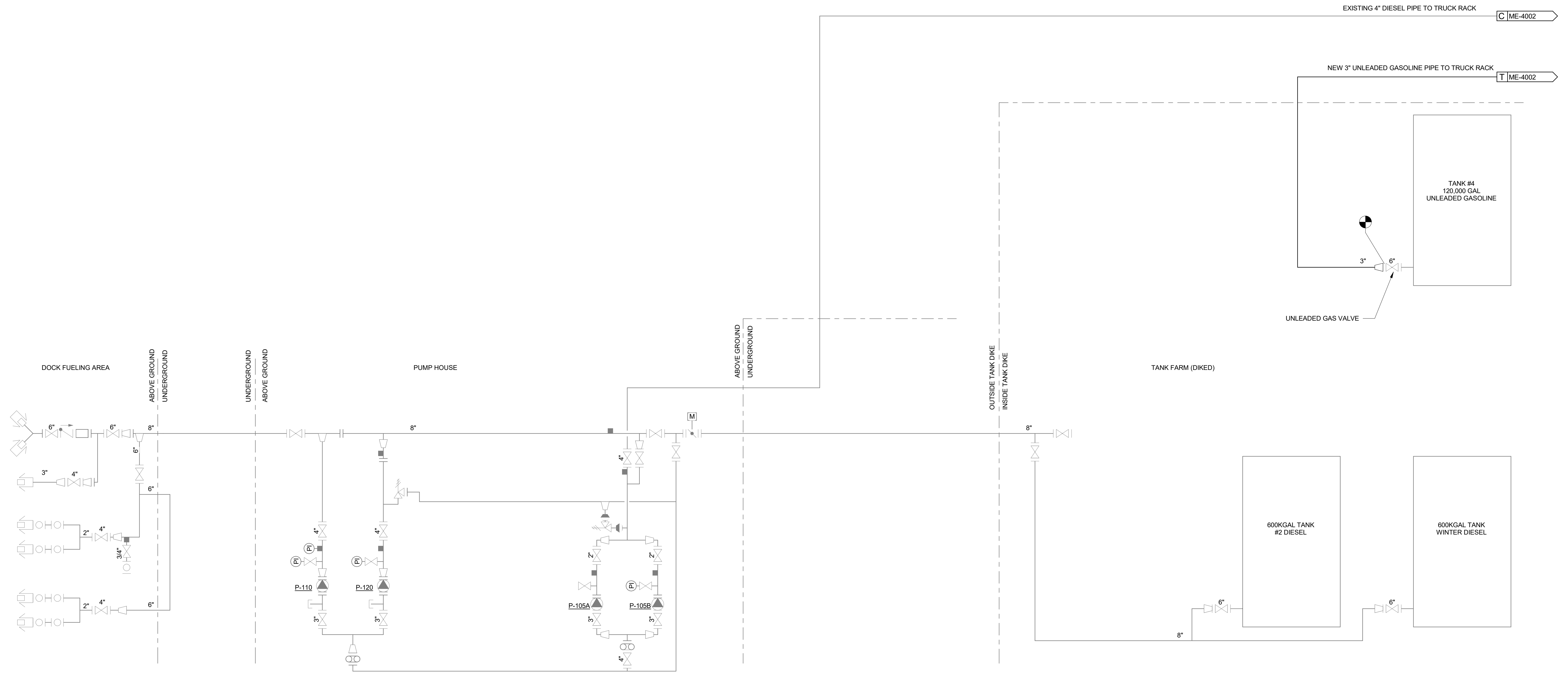
DRAWN: KAR  
 CHECKED: JRR  
 DATE: \_\_\_\_\_



TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 TRUCK RACK DETAILS

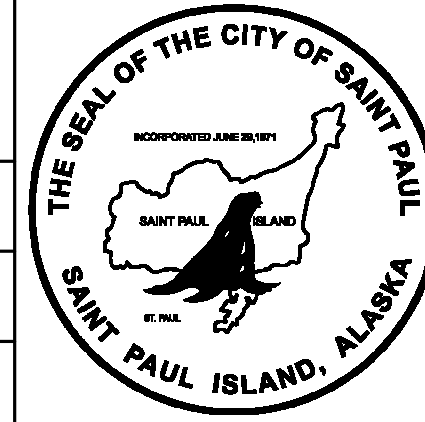
REF. DWG(S):  
 DRAWING NO.: SPBF-ME-2002



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

DRAWN	KAR
CHECKED	JRR
DATE	

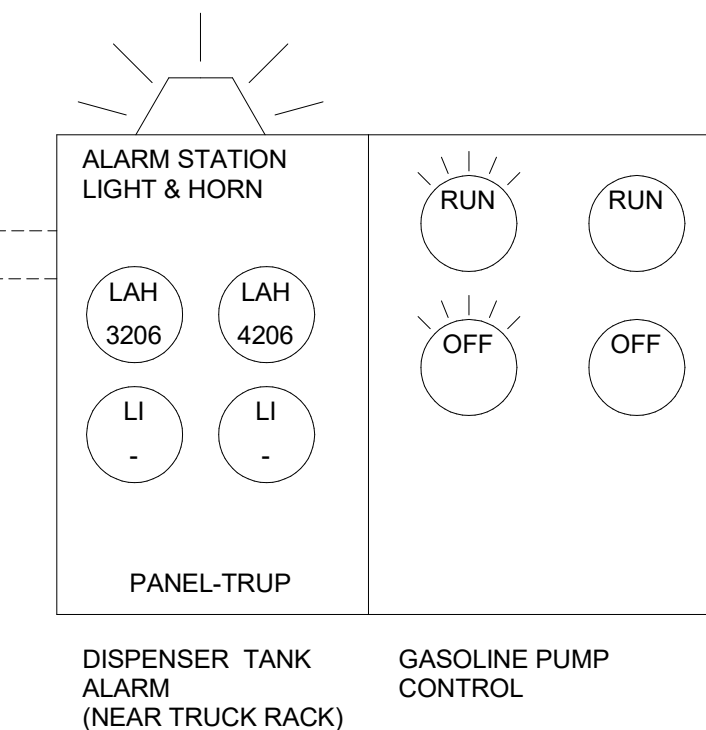
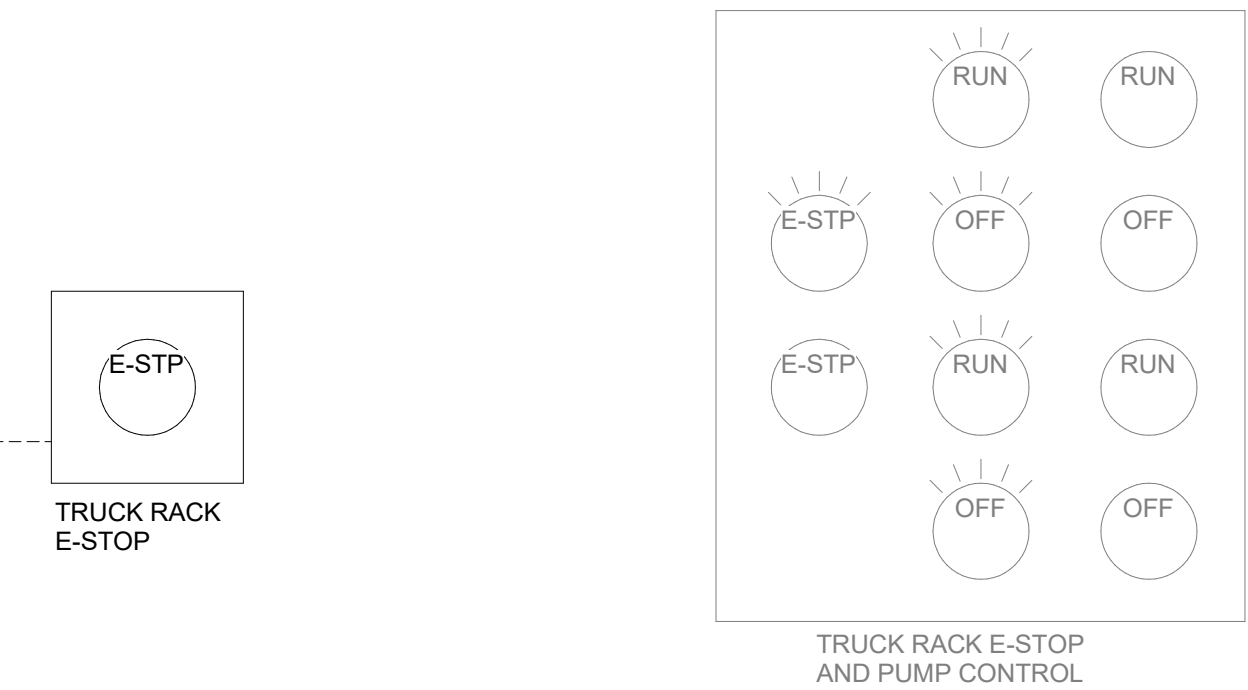
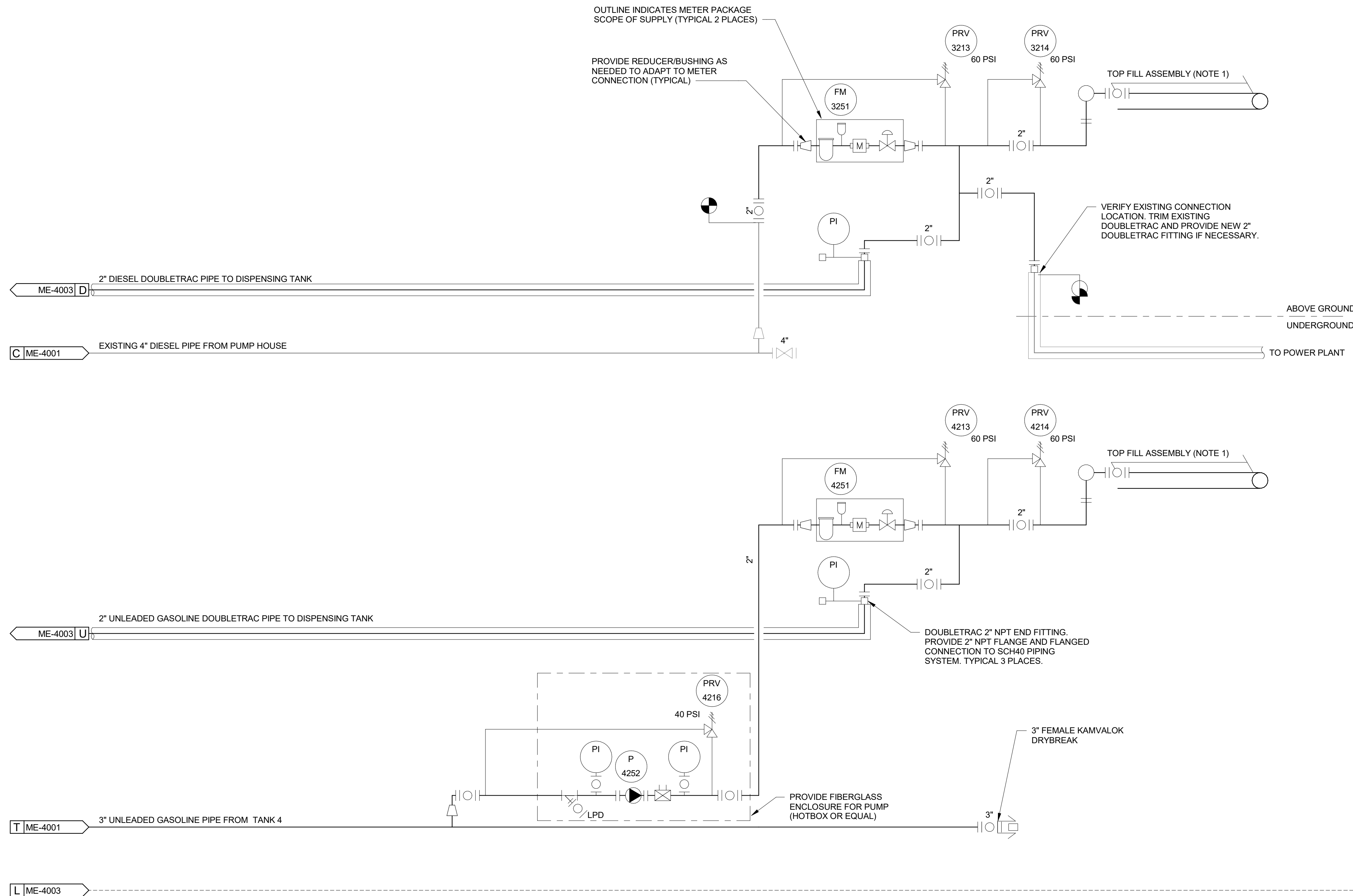


DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 BULK FUEL OIL TANKS P&ID

REF. DWG(S):  
 DRAWING NO.: SPBF-ME-4001

SHEET \_\_\_\_ OF \_\_\_\_

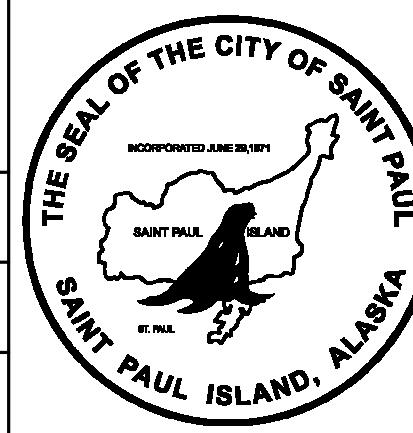
- REFERENCED DRAWING NOTES:
- TOP FILL ASSEMBLY, TO BE COMPLETE WITH
    - OPW UPFEED RIGHT HAND COUNTERBALANCE SWIVEL
    - OPW LOADING VALVE
    - 7' PRIMARY ARM
    - OPW 1000RC TOP LOADING ARM REMOTE CONTROL ASSEMBLY
    - OPW STYLE 40 APEX SWIVEL
    - 4' DROPTUBE, WITH DIVERTER FITTING.



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025
1	ISSUED FOR CONSTRUCTION	KAR/02-18-2025	KAR/02-18-2025

DRAWN: KAR  
 CHECKED: JRR  
 DATE: \_\_\_\_\_



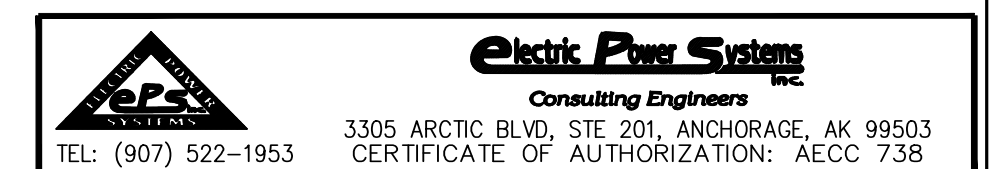
TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

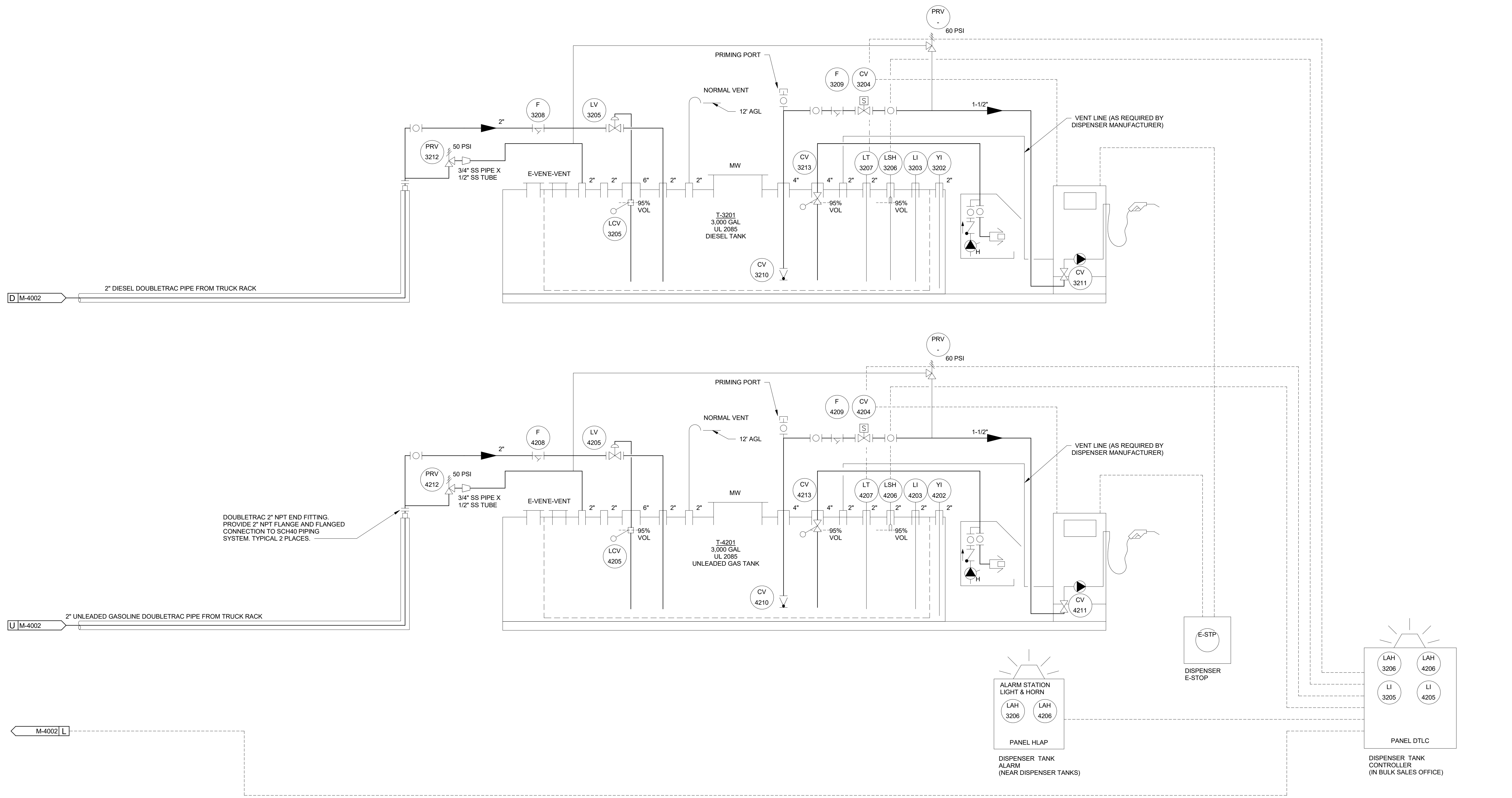
DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES TRUCK RACK P&ID

REF. DWG(S):

DRAWING NO.: SPBF-ME-4002

SHEET \_\_\_\_ OF \_\_\_\_





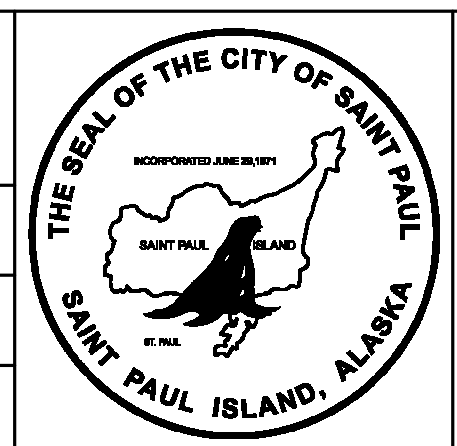
DOUBLETRAC 2" NPT END FITTING. PROVIDE 2" NPT FLANGE AND FLANGED CONNECTION TO SCH40 PIPING SYSTEM. TYPICAL 2 PLACES.

**Electric Power Systems Inc.**  
 Consulting Engineers  
 3305 ARCTIC BLVD., STE. 201, ANCHORAGE, AK 99503  
 TEL: (907) 522-1953  
 CERTIFICATE OF AUTHORIZATION: AECC 738

PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

DRAWN: KAR  
 CHECKED: JRR  
 DATE:  

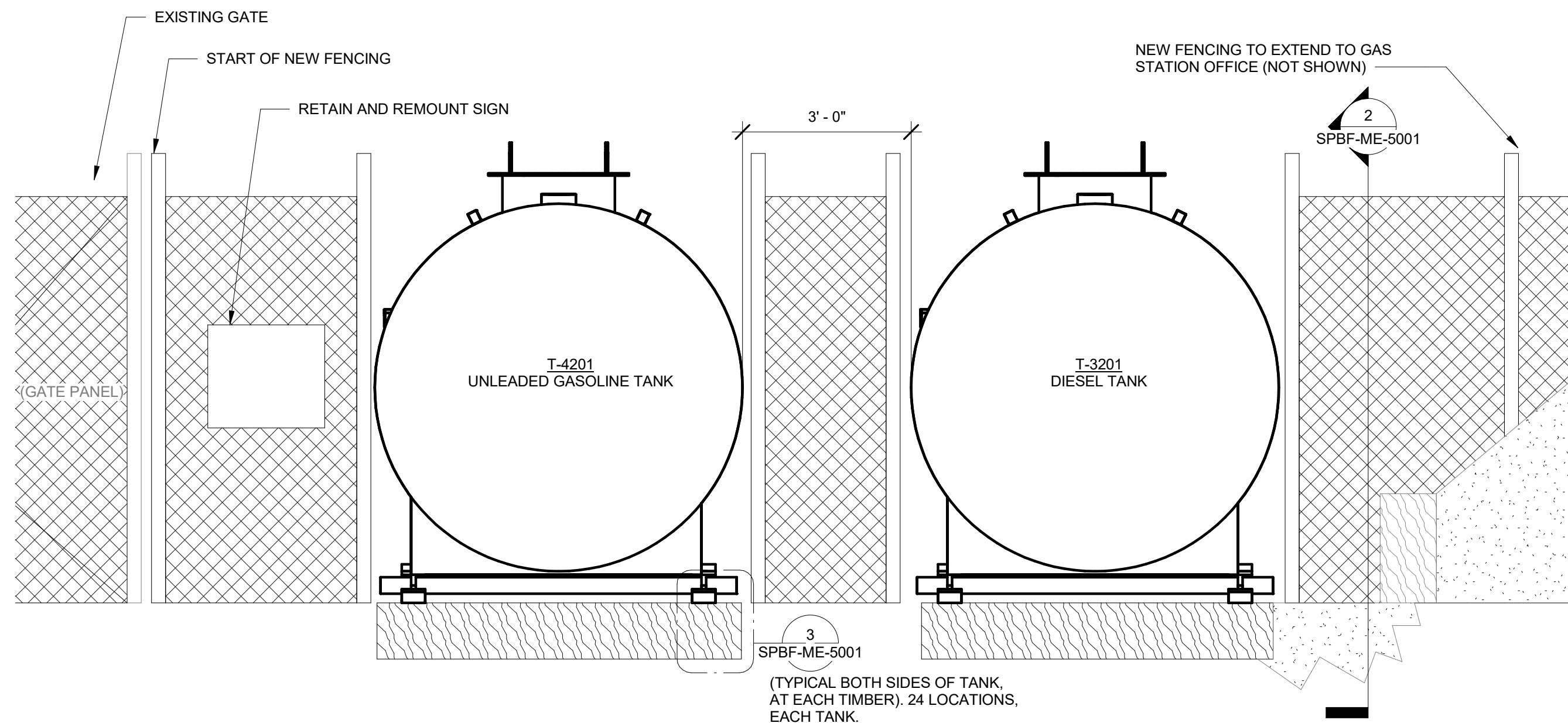


**Electric Power Systems Inc.**  
 Consulting Engineers  
 TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

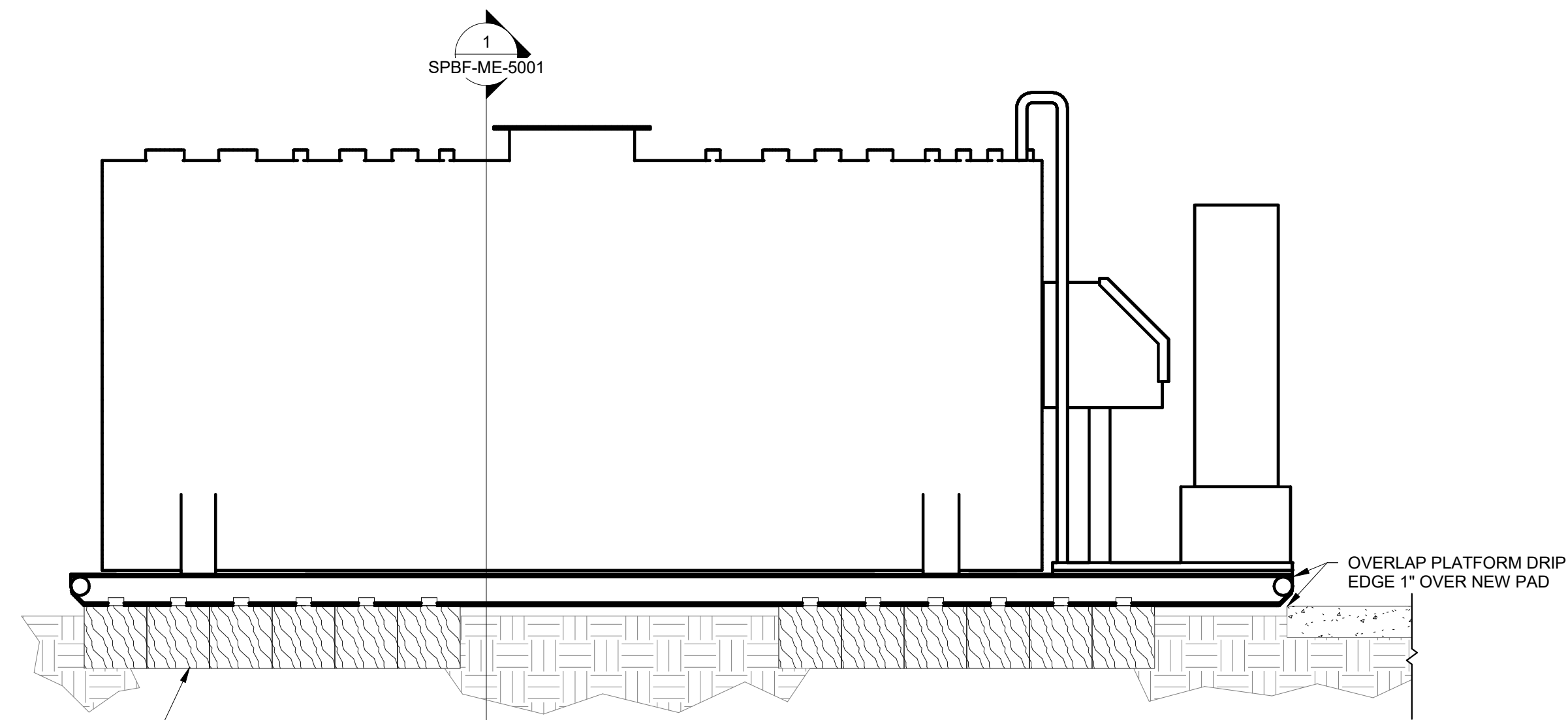
DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DISPENSER TANKS P&ID

REF. DWG(S):  
 DRAWING NO.: SPBF-ME-4003

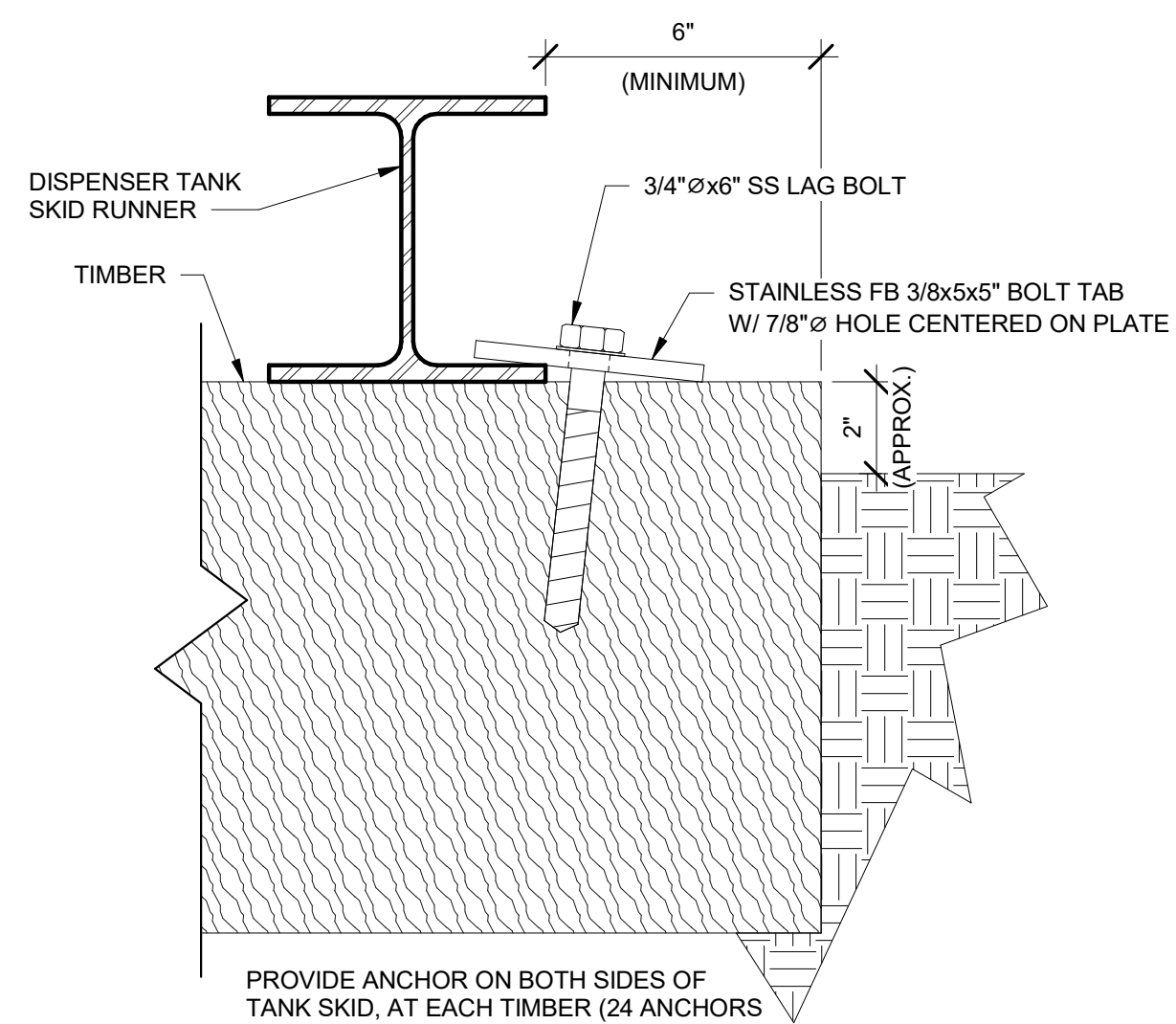
SHEET \_\_\_\_ OF \_\_\_\_



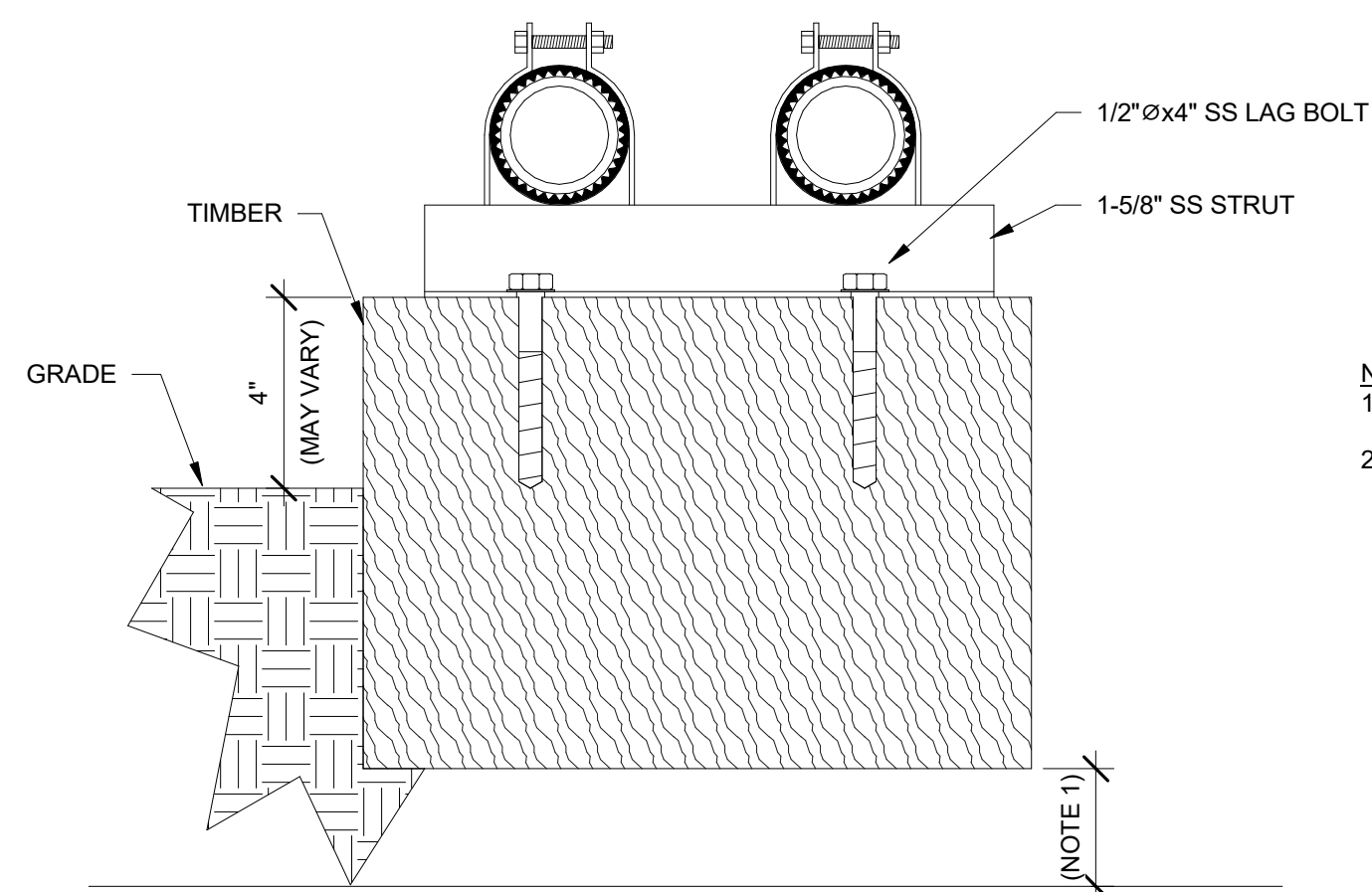
1 DISPENSER TANK - REAR ELEVATION  
1/2" = 1'-0"



2 DISPENSER TANK FOUNDATION - SIDE  
1/2" = 1'-0"



3 TYPICAL TANK SKID ANCHOR  
3" = 1'-0"



4 TYPICAL GROUND PIPE SUPPORT  
3" = 1'-0"

- NOTES:
1. MAINTAIN 4" CLEARANCE TO LINER WHEN INSIDE OF TANK DIKED AREA.
  2. SUPPORT 3" PIPE SIMILARLY.



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

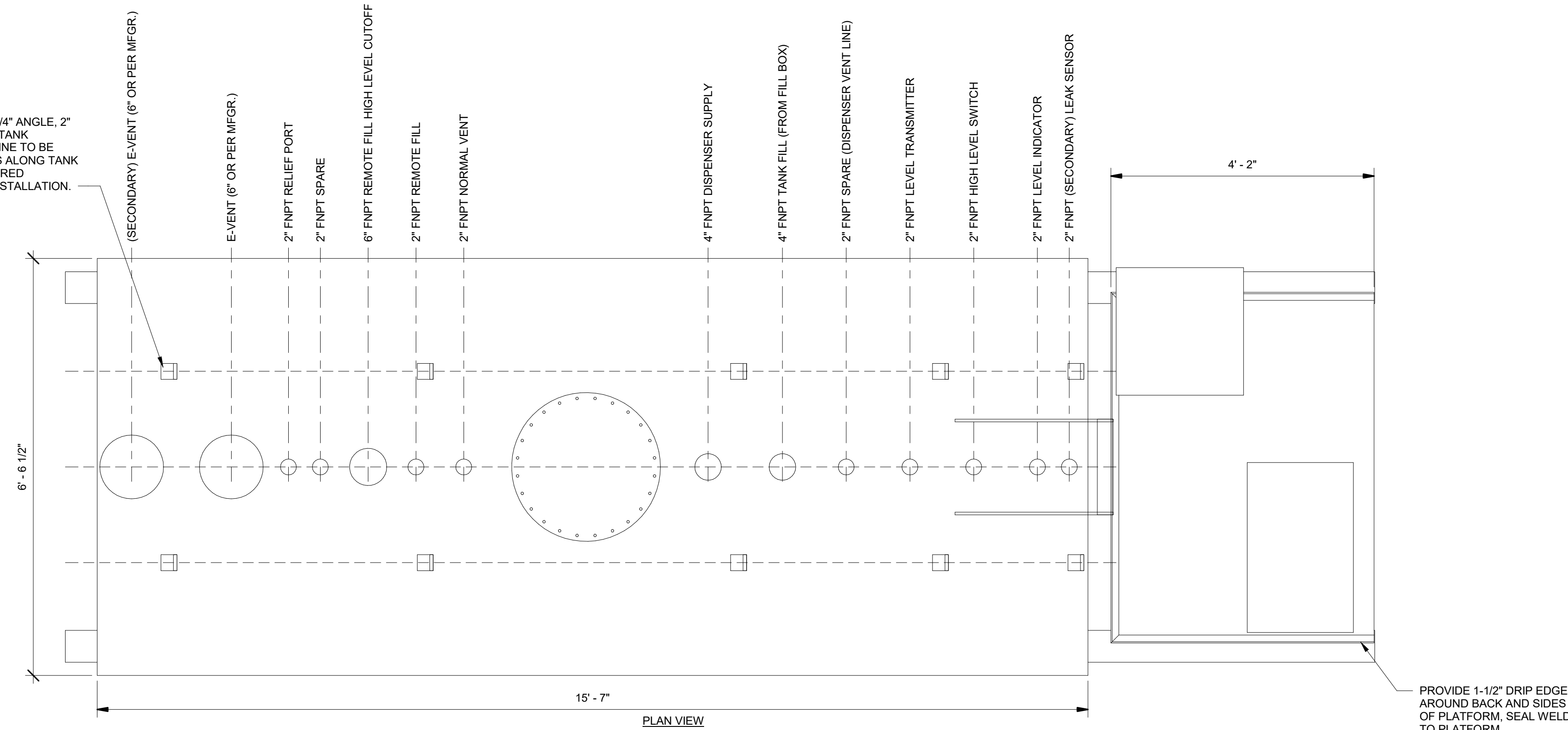
DRAWN: KAR  
CHECKED: JRR  
DATE:      



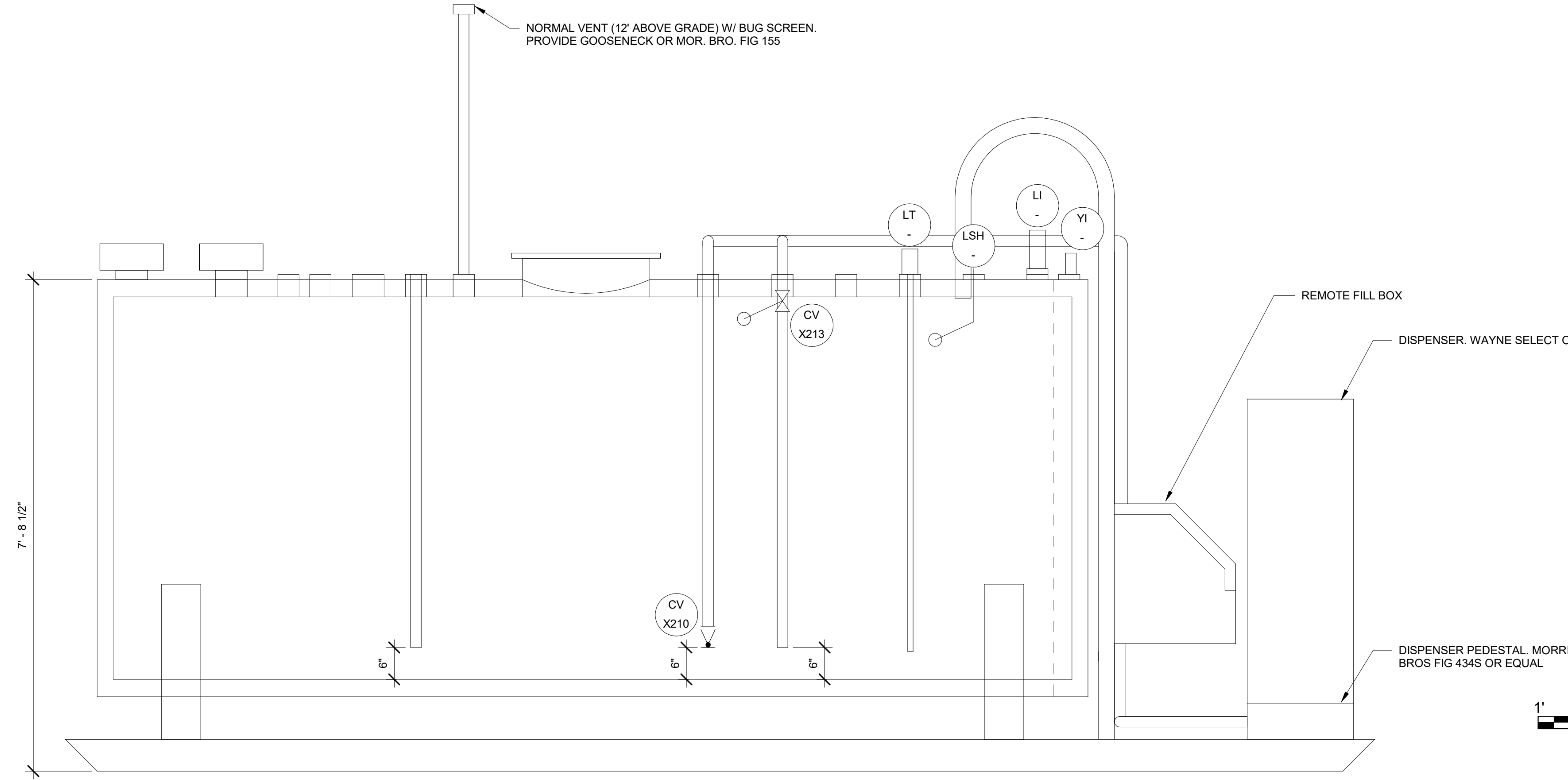
TEL: (907) 522-1953  
FAX: (907) 522-1182  
WEB: WWW.EPSINC.COM

DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES MECHANICAL DETAILS
REF. DWG(S):	
DRAWING NO.:	SPBF-ME-5001
SHEET ____ OF ____	

UNISTRUT MOUNTING LUG (TYP OF 10); 2"x2"x1/4" ANGLE, 2" LONG, ORIENTED AS INDICATED RELATIVE TO TANK CENTERLINE (TYP). 9/16" BOLT HOLE CENTERLINE TO BE PARALLEL TO TANK CENTERLINE. SPACE LUGS ALONG TANK MAX. 6" SPACING, WITH EACH LUG PAIR CENTERED BETWEEN PORTS TO ALLOW FOR SUPPORT INSTALLATION.



PLAN VIEW



SECTION VIEW

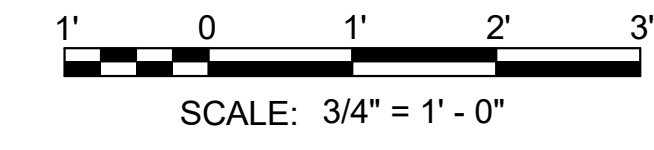
PROVIDE 1-1/2" DRIP EDGE AROUND BACK AND SIDES OF PLATFORM, SEAL WELD TO PLATFORM

SHEET NOTES:

- TANK TO BE DOUBLE WALL, UL-2085, AND MANUFACTURED ACCORDING TO STI F921.
- EXTERIOR COATING: PROVIDE THE MANUFACTURER'S MARINE, ALL-WEATHER COATING SYSTEM WITH A WHITE FINAL COLOR. COATING SHALL BE INTENDED BY THE COATING MANUFACTURER FOR APPLICATIONS INCLUDING SEVERE INDUSTRIAL ENVIRONMENTS AND TANK EXTERIORS. COATING SHALL BE COMPOSED OF THE FOLLOWING MINIMUM SYSTEM:
  - SSPC-SP-10 BLAST CLEANING
  - HIGH PERFORMANCE, TWO-COMPONENT, REINFORCED INORGANIC ZINC-RICH PRIMER (CATHACOAT 302H OR EQUAL)
  - SURFACE TOLERANT, TWO-COMPONENT, CHEMICALLY-CURED EPOXY (BAR-RUST 235 OR EQUAL)
  - TWO-COMPONENT, CHEMICALLY-CURED, URETHANE GLOSS FINISH (DEVTHANE 379 OR EQUAL)
- INTERIOR TO BE BARE METAL.
- MANUFACTURER MUST CLEAN THE INTERIOR OF THE TANK PRIOR TO DELIVERY.
- MANUFACTURER TO PROVIDE REMOVABLE OSHA LADDER FOR ACCESS TO INSPECTION CONNECTION.
- MANUFACTURER TO PROVIDE APPROVAL DRAWINGS PRIOR TO CONSTRUCTION.
- FITTINGS TO BE FORGED CARBON STEEL FEMALE NPT UNLESS OTHERWISE SPECIFIED.
- IF SUPPLIED WITH TANK, DROP TUBES TO BE SHIP-LOOSE FOR FIELD INSTALL. DROP TUBES SHOWN ARE TO BE INSTALLED WITH DOUBLE-TAPPED BUSHINGS UNLESS OTHERWISE INDICATED.
- INSTALL ACCESSORIES AND ROUTE PIPE AND CONDUIT SO AS TO NOT BLOCK ACCESS TO PORTS OR MANWAY.
- VALVES USED FOR ANTI-SIPHON MUST BE INSTALLED ABOVE TOP OF TANK, AND ALL PIPING BETWEEN THE TANK AND THE ANTI-SIPHON VALVE MUST BE INSTALLED ABOVE TOP OF TANK.
- NOT ALL EQUIPMENT SHOWN. SEE ME-4003 FOR DIAGRAM. SEE ME-1001 FOR EQUIPMENT SCHEDULE.
- TANK VENDOR TO PROVIDE COMPLETE DISPENSER INSTALLATION, FACTORY INSTALLED AND PIPED ON PLATFORM AT END OF EXTENDED TANK SKID.
- TANK VENDOR TO PROVIDE COMPLETE REMOTE FILL BOX ASSEMBLY AT END OF TANK, FACTORY INSTALLED AND PIPED.

DISPENSER PACKAGE NOTES:

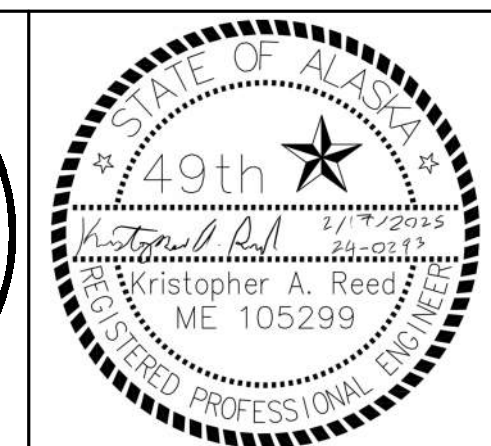
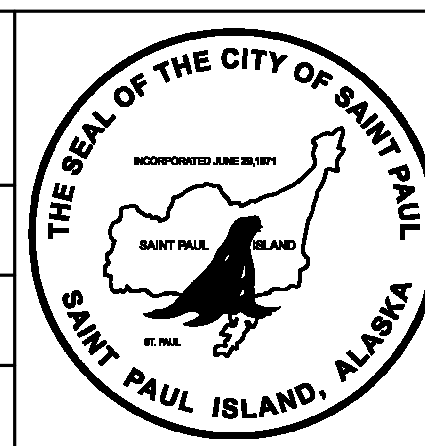
- CONTRACTOR SHALL PROVIDE A FULLY FUNCTIONING FUEL DISPENSING SYSTEM. SYSTEM TO BE A COMPLETE PACKAGE SYSTEM WITH THE FOLLOWING EQUIPMENT FEATURES:
- DISPENSERS TO FEATURE GALLON AND DOLLAR READOUTS.
  - DISPENSER TO BE COMPLETE WITH ALL CODE REQUIRED FEATURES, INCLUDING BUT NOT LIMITED TO SHEAR VALVE, ANTI-SIPHON SOLENOID VALVE, AND DISPENSING HOSE EMERGENCY BREAKAWAY DEVICE.
  - REMOTE CREDIT CARD TERMINAL WITH PRINTER, PIN PAD, DISPLAY, CAPABLE OF ENABLING DISPENSERS BASED ON TRANSACTIONS WITHOUT THE NEED FOR AN ATTENDANT.
  - POS (POINT-OF-SALES) REGISTER SYSTEM FOR RECEIVING CASH OR CREDIT CARD TRANSACTIONS.
    - POS SYSTEM TO BE ABLE TO DIRECTLY ENABLE DISPENSERS BASED ON TRANSACTION, OR, ALTERNATIVELY, A SEPARATE DEVICE (PETROVEND INSIDE AUTHORIZATION TERMINAL, OR EQUAL) SHALL BE PROVIDED ALLOWING THE ATTENDANT TO MANUALLY ENABLE DISPENSERS FOR SET AMOUNTS.
  - CONTROLLERS, PROTOCOL TRANSLATORS, GATEWAYS, ROUTERS, AND EQUIPMENT NECESSARY FOR A COMPLETE AND FUNCTIONING SYSTEM CAPABLE OF CONNECTING OVER OWNER ETHERNET CONNECTION TO PROCESS TRANSACTIONS.
  - CONTRACTOR SHALL COORDINATE WITH THE OWNER AND ASSIST WITH SETTING UP A CREDIT CARD BANKING SERVICE FOR THE RETAIL FUELING SYSTEM. ASSISTANCE TO INCLUDE INSTALLING ANY REQUIRED SECURE NETWORK DEVICES, ROUTERS, SOFTWARE, ETC. AS REQUIRED FOR A FULLY FUNCTIONING SYSTEM.
  - CONTRACTOR SHALL PROVIDE MANUFACTURER/VENDOR STARTUP OF DISPENSER PACKAGE.
  - CONTRACTOR TO PROVIDE FULL SUBMITTAL OF ALL COMPONENTS OF DISPENSER PACKAGE.



**Electric Power Systems**  
Consulting Engineers  
3305 ARCTIC BLVD., STE. 201, ANCHORAGE, AK 99503  
TEL: (907) 522-1953  
CERTIFICATE OF AUTHORIZATION: AECC 738

PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

DRAWN	KAR
CHECKED	JRR
DATE	



**Electric Power Systems**  
Consulting Engineers  
TEL: (907) 522-1953  
FAX: (907) 522-1182  
WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
MECHANICAL DETAILS - DISPENSER TANK  
REF. DWG(S):  
DRAWING NO.: SPBF-ME-5100  
SHEET \_\_\_ OF \_\_\_

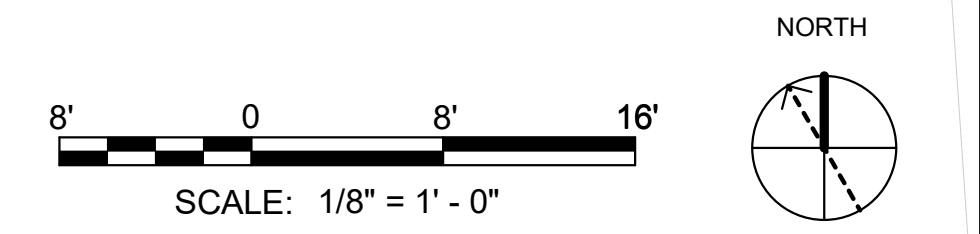
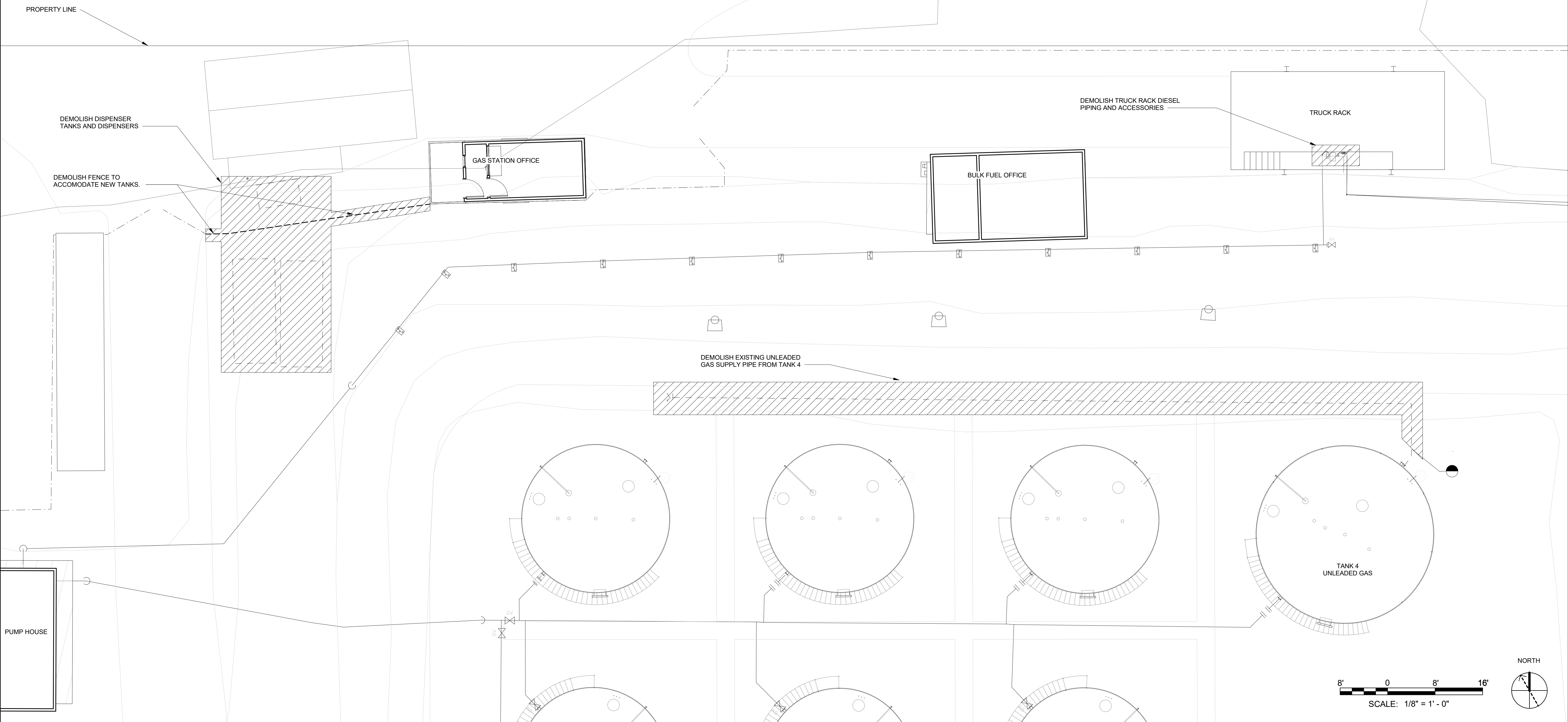


**CONSTRUCTION PHASING NOTES:**  
 IT IS A PRIORITY TO MAINTAIN RETAIL FUEL SALES TO THE ISLAND CITIZENS. TO THAT END, STAGE DEMO AND NEW CONSTRUCTION SO AS TO MAINTAIN FUEL AVAILABILITY. THE LONGEST ALLOWABLE CONTINUOUS TRUCK RACK OUTAGE IS 24 HOURS. THE LONGEST CONTINUOUS DISPENSER TANK OUTAGE IS 2 WEEKS. OUTAGES MAY NOT BE CONCURRENT. OUTAGES MUST BE SCHEDULED 4 WEEKS IN ADVANCE. OUTAGES LONGER THAN NOTED ABOVE MUST BE APPROVED BY THE OWNER AND MAY BE REJECTED. THE FOLLOWING SEQUENCE IS BUDGETARY. ALTERNATE SEQUENCES MAY BE PROPOSED BY CONTRACTOR, SUBJECT TO OWNER APPROVAL:

1. COORDINATE CONSTRUCTION SCHEDULE WITH OWNER TO ADVISE OF DOWNTIME ESTIMATE FOR TRUCK RACK SYSTEM.
2. COORDINATE WITH OWNER FOR OWNER TO FILL DISPENSER TANKS AND AVAILABLE TANK TRUCKS AND TRAILERS UTILIZING EXISTING PIPING.
3. PERFORM DEMO IN TRUCK RACK AREA AND UNLEADED GAS SUPPLY PIPE AREA.
4. PERFORM NEW CONSTRUCTION FOR TRUCK RACK AND TANK 4 PIPING.
5. ENSURE OWNER CAN FILL DISPENSER TRAILERS FROM TRUCK RACK.
6. PERFORM DEMO AND NEW CONSTRUCTION FOR DISPENSER / DISPENSER TANKS.

**DEMOLITION NOTES:**

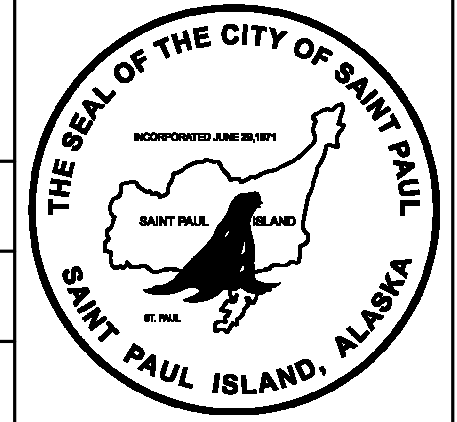
1. WHERE DOMOLISHING EQUIPMENT CONTAINING FUEL, CONTRACTOR TO DRAIN AND CLEAN PRIOR TO DISPOSAL.
2. CITY HAS FIRST RIGHT OF REFUSAL TO ALL DEMOLISHED EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR ALL DISPOSAL COSTS. USE OF THE CITY LANDFILL WILL BE AT PUBLICLY POSTED RATES AND CONDITIONS (RATES POSTED ONLINE). SELF-HAUL GARBAGE SERVICE TO THE LANDFILL MUST BE ARRANGED IN ADVANCE, AND IS ONLY AVAILABLE ON CERTAIN DAYS (FOR REFERENCE, TYPICAL SCHEDULE FOR RECEIVING LARGE ITEMS IS WED., THU., FRI.).
- 3.



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 22-0250

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

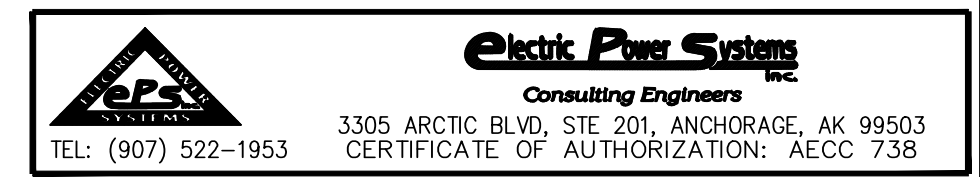
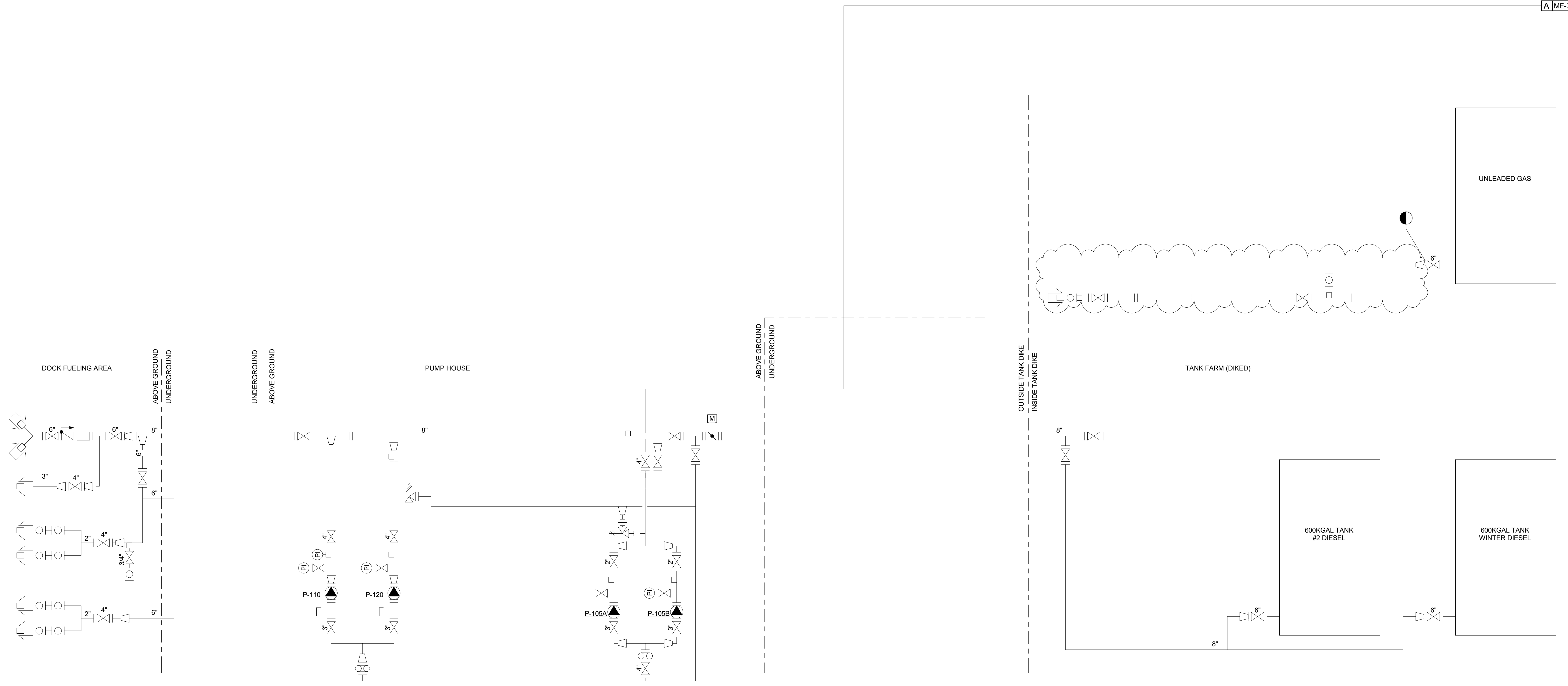
DRAWN	KAR
CHECKED	JRR
DATE	



**electric Power Systems Inc.**  
 Consulting Engineers

TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

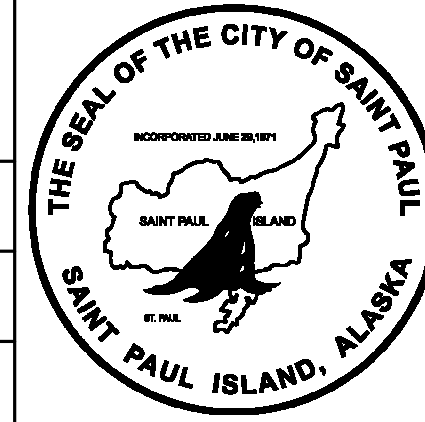
DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES MECHANICAL DEMO PLAN
REF. DWG(S):	
DRAWING NO.:	SPBF-ME-7201
SHEET ____ OF ____	



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

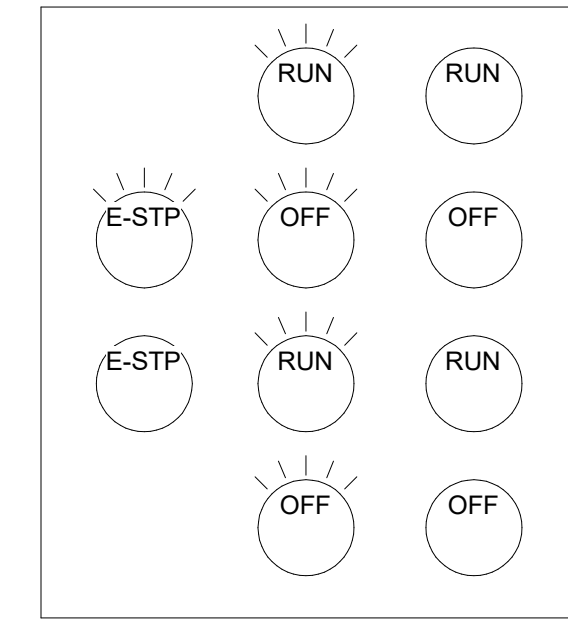
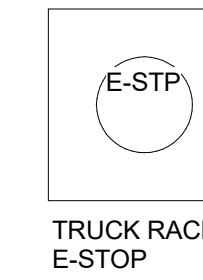
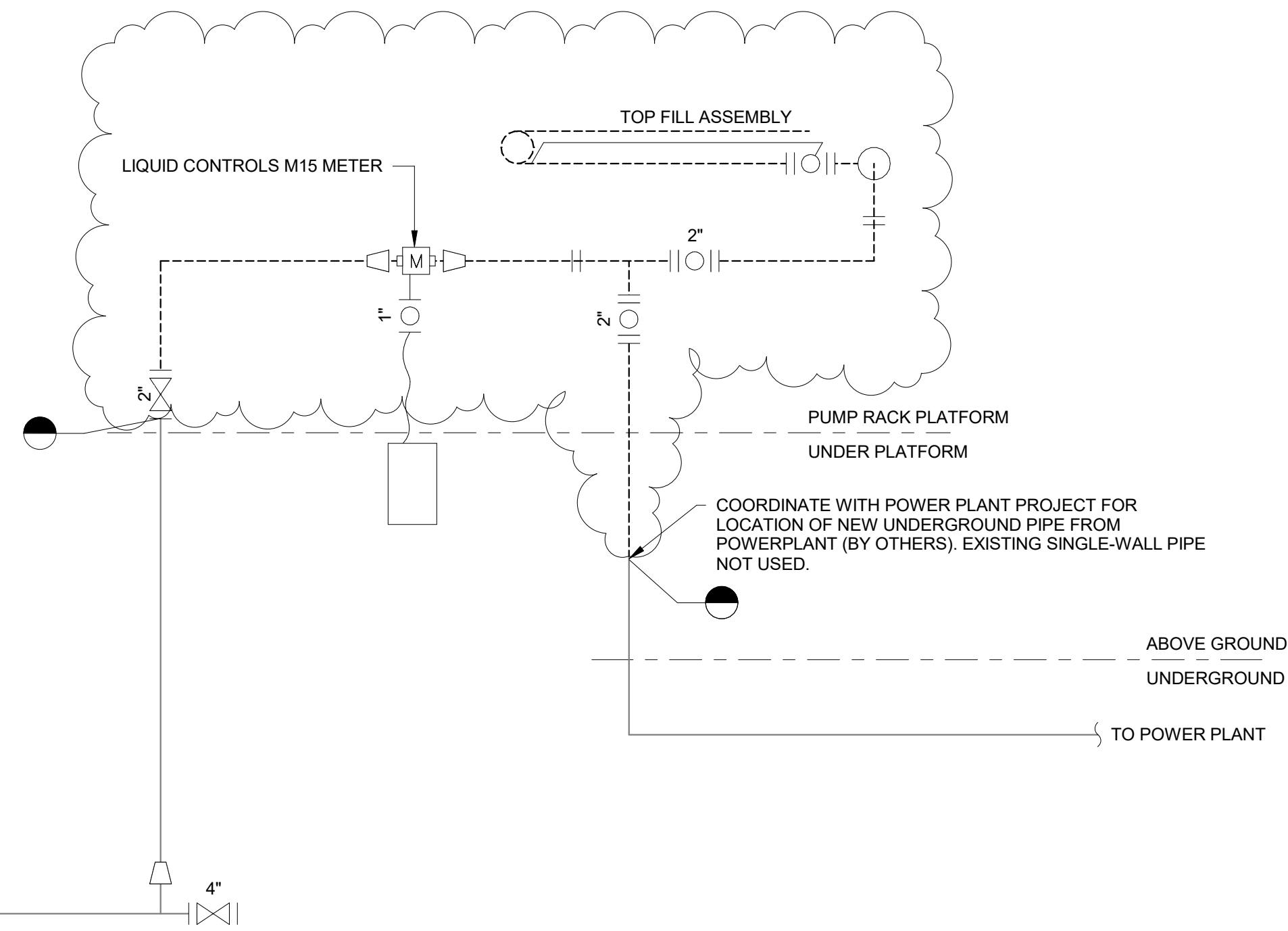
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

DRAWN	KAR
CHECKED	JRR
DATE	



DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DEMOLITION BULK FUEL OIL TANKS P&ID
REF. DWG(S):	
DRAWING NO.:	SPBF-ME-7401

SHEET \_\_\_\_ OF \_\_\_\_



TRUCK RACK E-STOP  
AND PUMP CONTROL

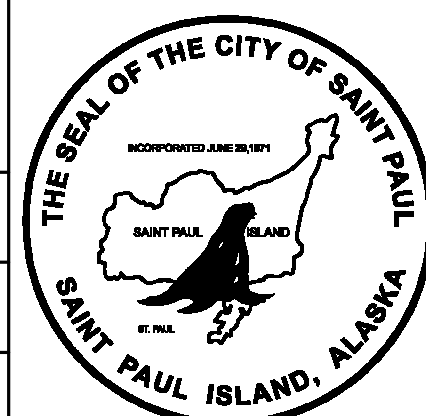
A ME-7401



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

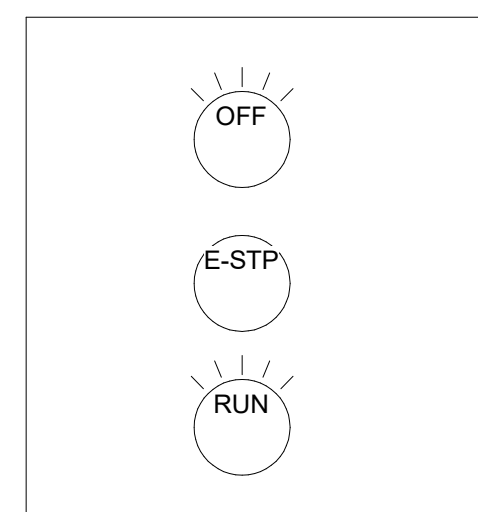
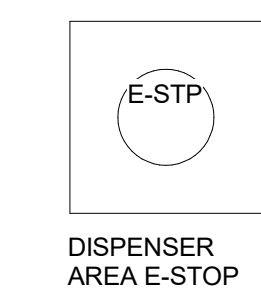
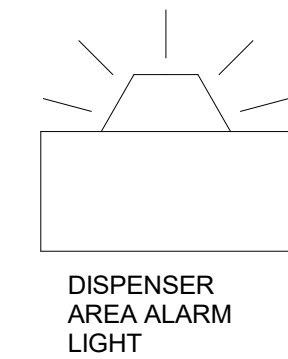
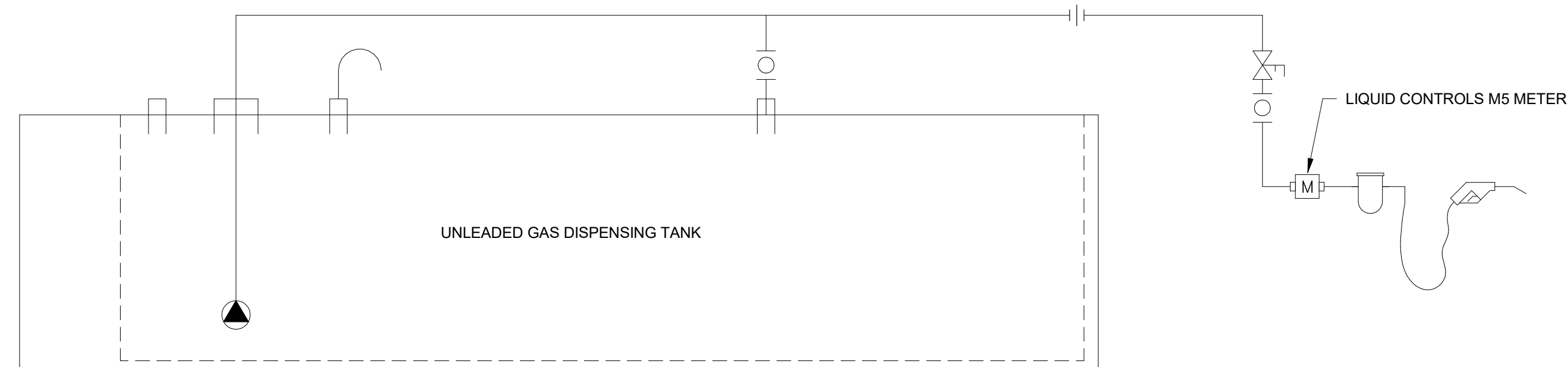
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

DRAWN KAR  
 CHECKED JRR  
 DATE



DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DEMOLITION P&ID - TRUCK RACK AREA

REF. DWG(S):  
 DRAWING NO.: SPBF-ME-7402  
 SHEET \_\_\_\_ OF \_\_\_\_

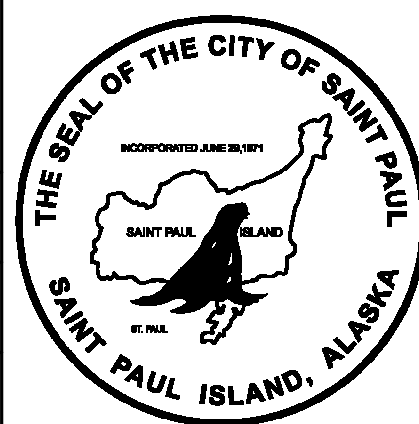


GAS STATION  
E-STOP PANEL

PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KRISTOPHER REED / JASON ROWLAND W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KAR/02-17-2025	KAR/02-17-2025

DRAWN KAR  
 CHECKED JRR  
 DATE



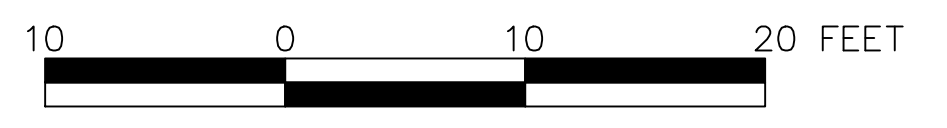
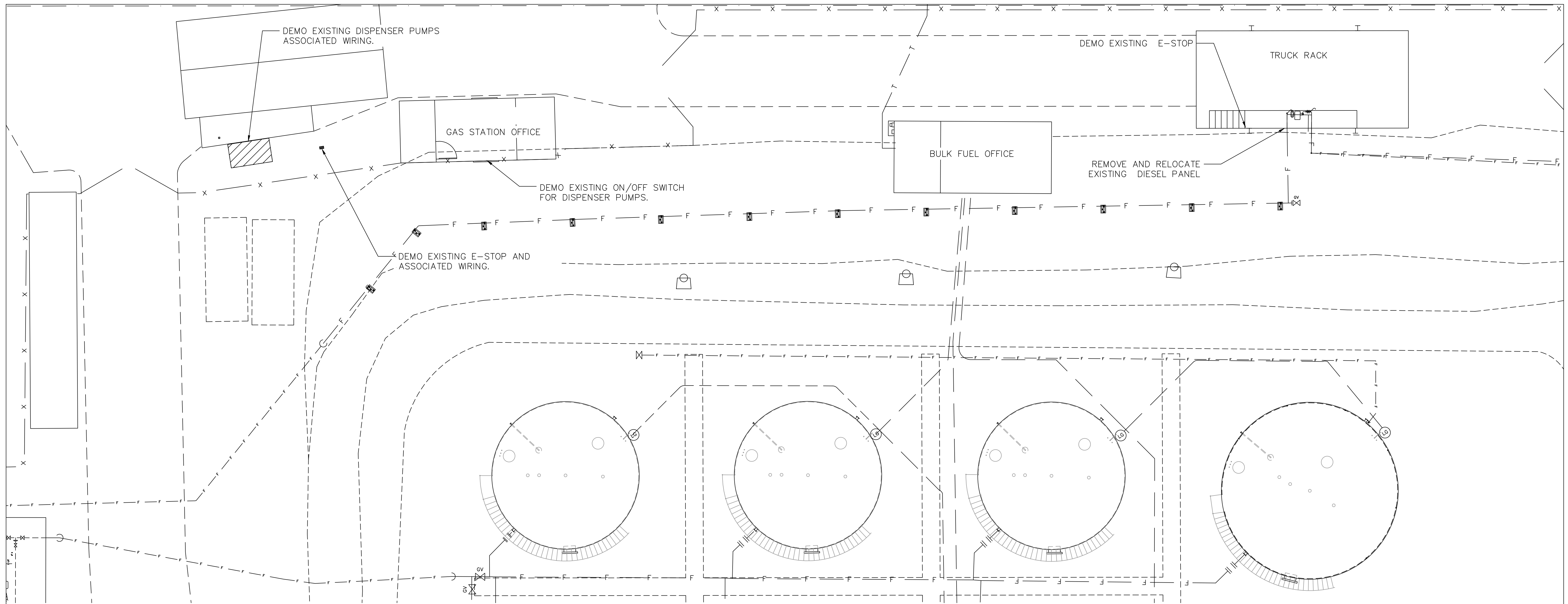
TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DEMOLITION P&ID - DISPENSER TANKS

REF. DWG(S):  
 DRAWING NO.:

SPBF-ME-7403

SHEET \_\_\_\_ OF \_\_\_\_



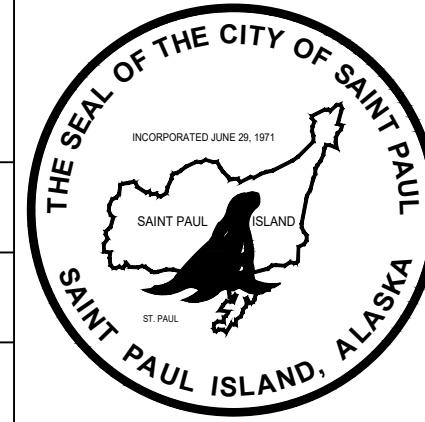
1 SITE ELECTRICAL PLAN VIEW

NOTES

- EQUIPMENT TO BE DEMO'ED INCLUDES: EXISTING DISPENSERS (PUMPS AND WIRING), E-STOP BUTTON AND ASSOCIATED WIRING NEAR DISPENSER TANKS, ON/OFF SWITCH ON SOUTH WALL OF GAS STATION OFFICE, AND E-STOP BUTTON LOCATED ON PLATFORM RAILING AT THE TRUCK RACK.
- DIESEL PUMP PANEL TO BE REMOVED AND RE-USED.

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



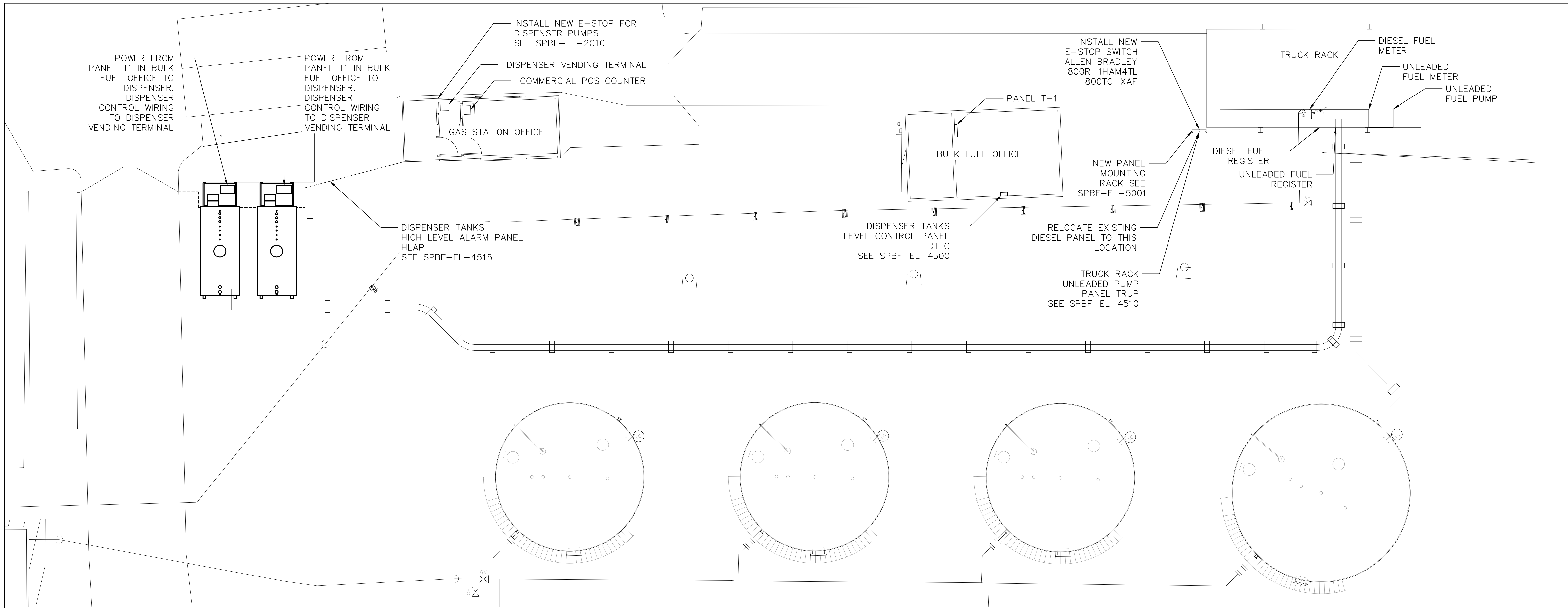
**electric Power Systems inc.**  
 Consulting Engineers  
 TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

**electric Power Systems inc.**  
 Consulting Engineers  
 3305 ARCTIC BLVD., STE. 201, ANCHORAGE, AK 99503  
 TEL: (907) 522-1953  
 CERTIFICATE OF AUTHORIZATION: AECC 738

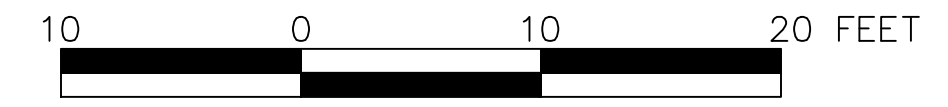
DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 SITE ELECTRICAL  
 PLAN VIEW - DEMO

DRAWING NO.: SPBF-EL-1001 DEMO

SHEET 1 OF 1

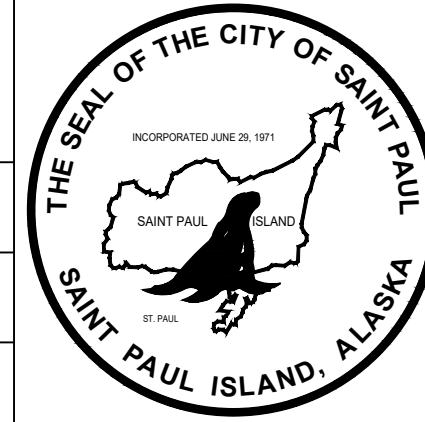


1 SITE ELECTRICAL PLAN VIEW



- NOTES**  
 1. NEW E-STOP BUTTONS SHALL BE WIRED INTO EXISTING E-STOP CIRCUIT.

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



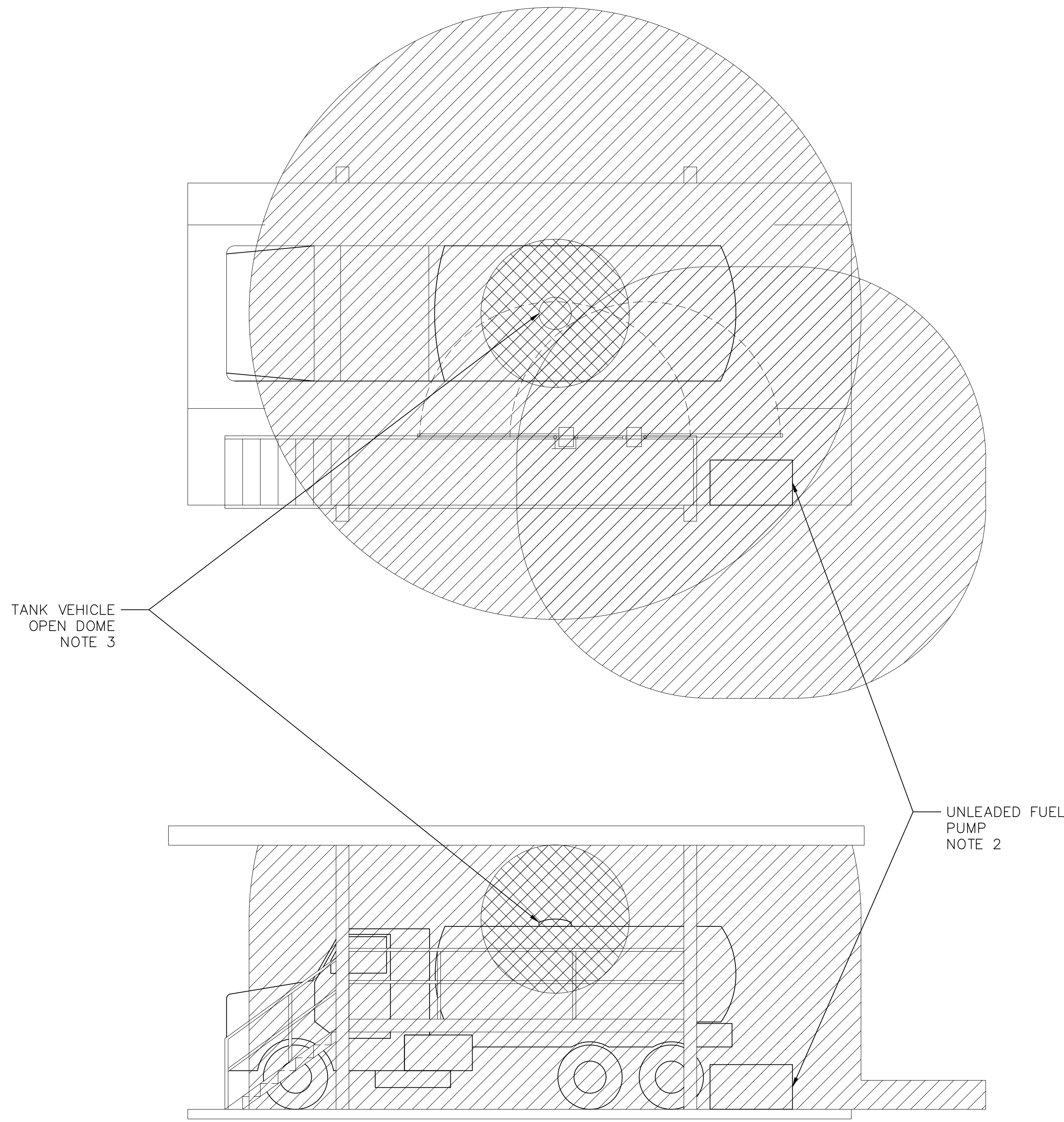
**electric Power Systems inc.**  
 Consulting Engineers  
 TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 SITE ELECTRICAL  
 PLAN VIEW

REF. DWG(S):  
 DRAWING NO.: SPBF-EL-1001

SHEET 1 OF 1

**electric Power Systems inc.**  
 Consulting Engineers  
 3305 ARCTIC BLVD., STE. 201, ANCHORAGE, AK 99503  
 TEL: (907) 522-1953  
 CERTIFICATE OF AUTHORIZATION: AECC 738



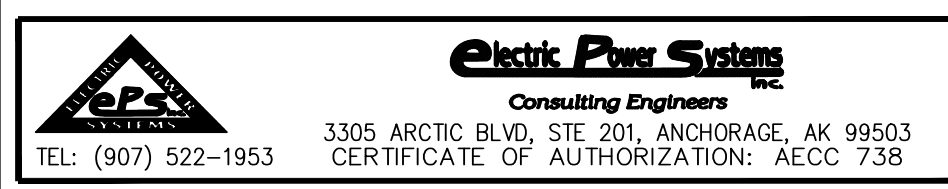
**NOTES**

1. AREA CLASSIFICATIONS PER NFPA 70, NEC ARTICLE 515, TABLE 515.3.
2. FUEL PUMP, OUTDOOR: CLASS 1, DIV 2 WITHIN 3 FT OF ANY EDGE EXTENDING IN ALL DIRECTIONS. ALSO, CLASS 1, DIV 2 UP TO 18 IN ABOVE GRADE LEVEL WITHIN 10 FT HORIZONTALLY FROM ANY EDGE.
3. TANK VEHICLE LOADING THROUGH OPEN DOME: CLASS 1, DIV 1 WITHIN 3 FT OF EDGE OF DOME, EXTENDING IN ALL DIRECTIONS. ALSO, CLASS 1, DIV 2 IN AREA BETWEEN 3 FT AND 15 FT FROM EDGE OF DOME, EXTENDING IN ALL DIRECTIONS.

AREA HAZARD CLASSIFICATION LEGEND

- CLASS 1 DIVISION 1
- CLASS 1 DIVISION 2
- UNCLASSIFIED

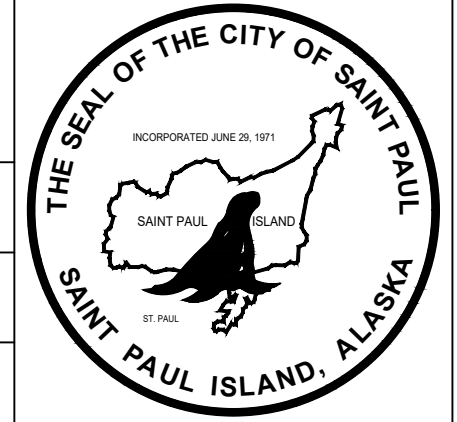
**1** TRUCK RACK AREA CLASS  
N.T.S.



**electric Power Systems**  
Consulting Engineers  
3305 ARCTIC BLVD, STE 201, ANCHORAGE, AK 99503  
TEL: (907) 522-1953 CERTIFICATE OF AUTHORIZATION: AECC 738

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

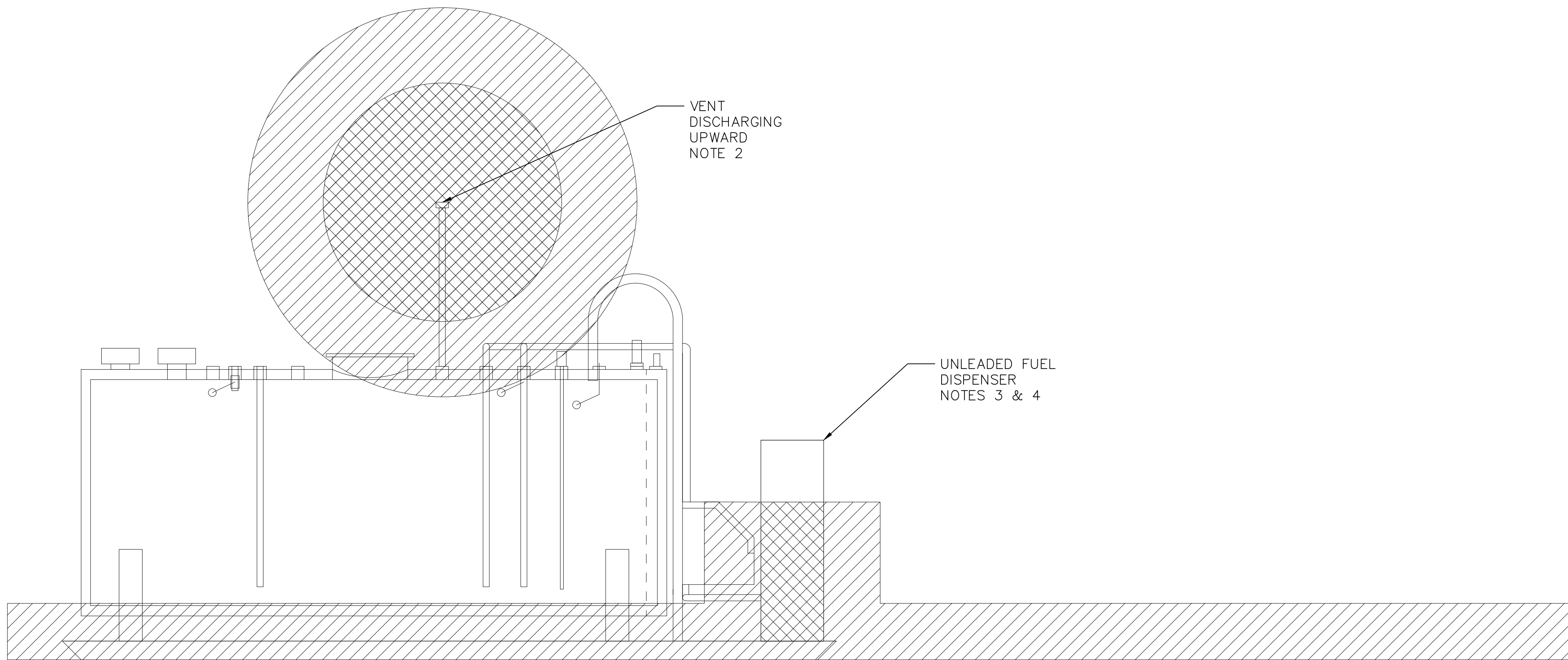
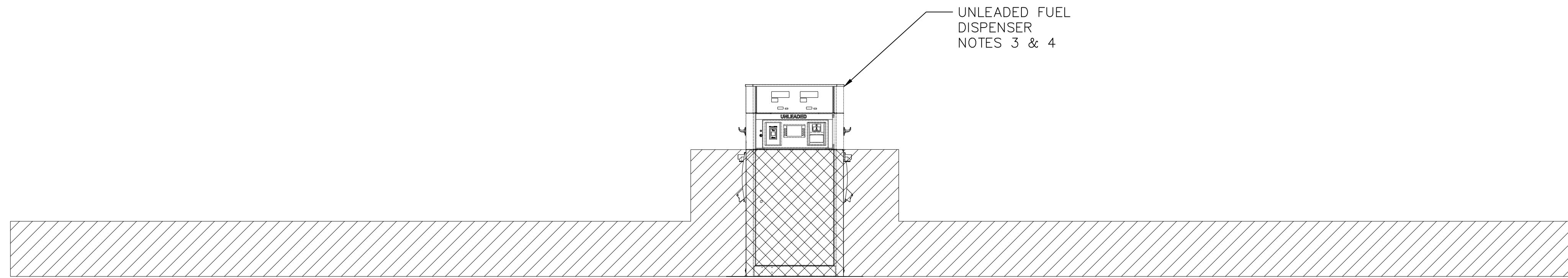



**electric Power Systems**  
Consulting Engineers  
TEL: (907) 522-1953  
FAX: (907) 522-1182  
WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL  
BULK FUEL UTILITY UPGRADES  
TRUCK RACK ELECTRICAL  
PLAN VIEW - AREA CLASS

REF. DWG(S):  
DRAWING NO.: SPBF-EL-1010

spb-el-1010\_1



1 DISPENSER TANK AREA CLASS  
N.T.S.

**NOTES**

1. AREA CLASSIFICATIONS PER NFPA 70, NEC ARTICLES 514 AND 515, TABLES 514.3 AND 515.3.
2. VENT DISCHARGING UPWARD: CLASS 1, DIV 1 WITHIN 3 FT OF OPEN END OF VENT, EXTENDING IN ALL DIRECTIONS. CLASS 1, DIV 2 IN AREA BETWEEN 3 FT AND 5 FT FROM OPEN END OF VENT, EXTENDING IN ALL DIRECTIONS.
3. DISPENSER TANKS: CLASS 1, DIV 2 WITHIN 18 IN OF DISPENSER ENCLOSURE CONTAINING LIQUID HANDLING COMPONENTS, EXTENDING HORIZONTALLY IN ALL DIRECTIONS AND DOWN TO GRADE LEVEL.
4. DISPENSER TANKS OUTDOOR: CLASS 1, DIV 2 UP TO 18 IN ABOVE GRADE LEVEL, EXTENDING 20 FT HORIZONTALLY IN ALL DIRECTIONS FROM DISPENSER ENCLOSURE.

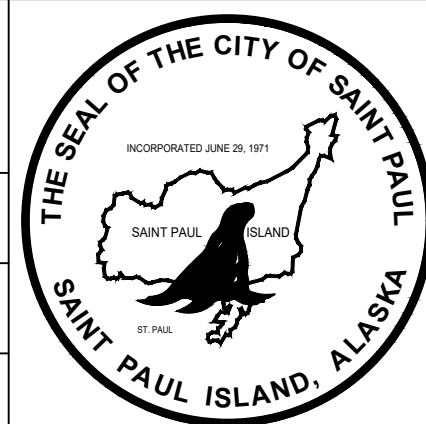
AREA HAZARD CLASSIFICATION LEGEND

- CLASS 1 DIVISION 1
- CLASS 1 DIVISION 2
- UNCLASSIFIED

**electric Power Systems**  
Consulting Engineers  
3305 ARCTIC BLVD, STE 201, ANCHORAGE, AK 99503  
TEL: (907) 522-1953 CERTIFICATE OF AUTHORIZATION: AECC 738

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



**electric Power Systems**  
Consulting Engineers  
inc.

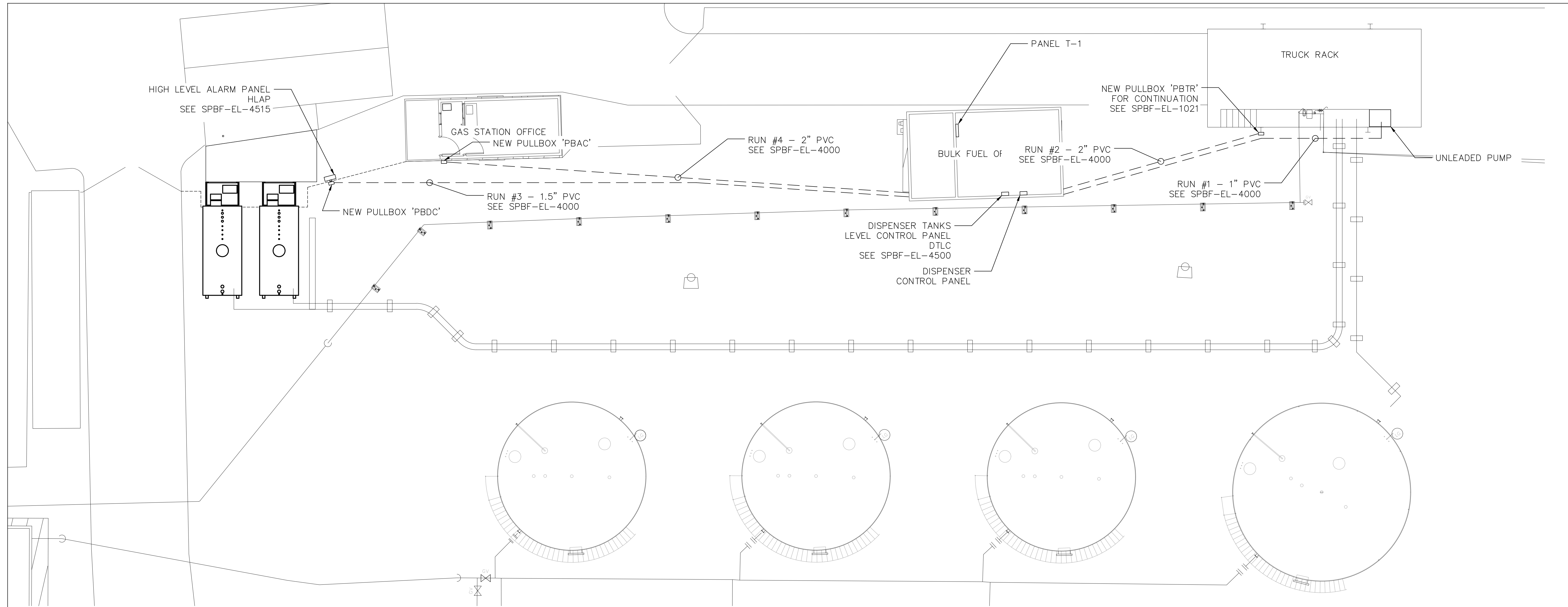
TEL: (907) 522-1953  
FAX: (907) 522-1182  
WEB: WWW.EPSINC.COM

DRAWING NAME: CITY OF SAINT PAUL  
BULK FUEL UTILITY UPGRADES  
DISPENSER TANK ELECTRICAL  
PLAN VIEW - AREA CLASS

REF. DWG(S):  
DRAWING NO.: SPBF-EL-1011

SHEET 1 OF 1





1 SITE UNDERGROUND CONDUIT PLAN VIEW

NOTES

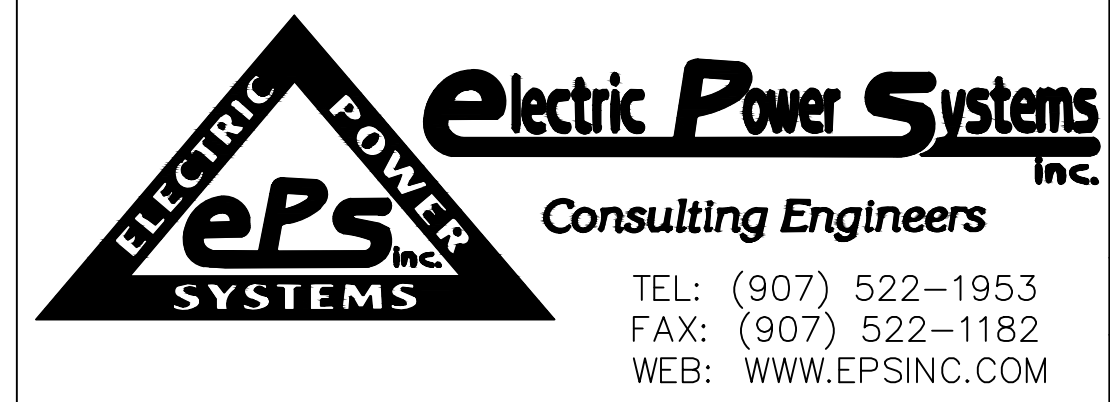
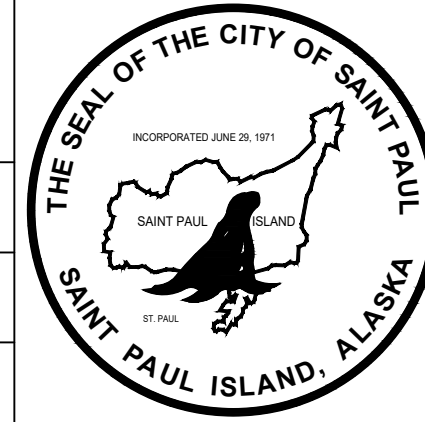
1. CONDUIT TO BE INSTALLED PER NEC/NFPA 70.
2. FOR CONDUIT AND PANELS TO BE INSTALLED IN CLASSIFIED AREAS (SEE SPBF-EL-1010 & SPBF-EL-1011) SEE NEC NFPA ARTICALS 501, 514 AND 515. CONDUIT SEALS WILL BE USED AS REQUIRED.
3. TRANSITION FROM UNDERGROUND PVC TO PVC COATED RIGID RISERS AS REQUIRED FOR CLASS 1 AREAS.
4. PVC CONDUIT TO BE BURIED 24" UNDER CLASSIFIED LOCATIONS.
5. DESTINATIONS NOT SHOWN ARE LISTED ON DRAWING SPBF-EL-4000.
6. ABOVE GROUND CONDUIT TO BE PVC COATED RIGID GALVANIZED STEEL CONDUIT (RGC). UNDERGROUND CONDUIT SHALL BE HDPE OR PVC WITH PVC COATED RIGID RISERS.

LEGEND

- UNDERGROUND CONDUIT
- ABOVE GROUND CONDUIT



PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

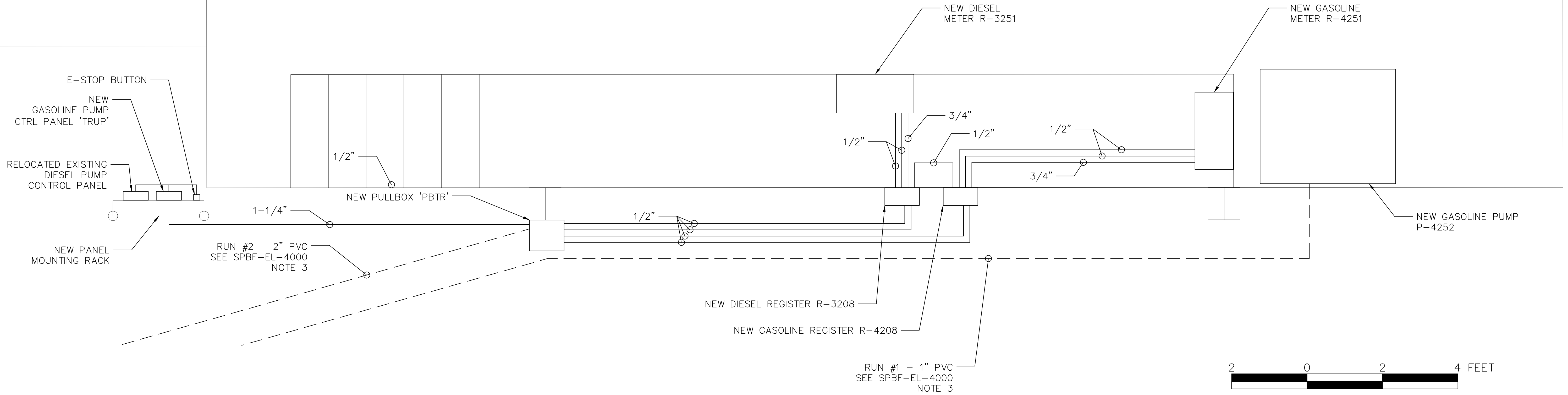


DRAWING NAME: CITY OF SAINT PAUL  
BULK FUEL UTILITY UPGRADES  
SITE CONDUIT RUNS  
PLAN VIEW

REF. DWG(S):  
DRAWING NO.: SPBF-EL-1020

sbf-el-1020\_1  
SHEET 1 OF 1

# TRUCK RACK



1 TRUCK RACK CONDUIT PLAN VIEW

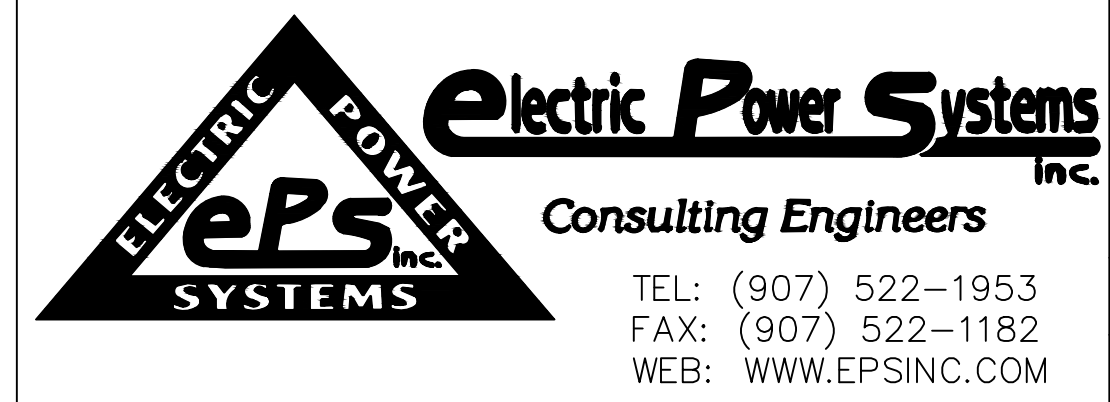
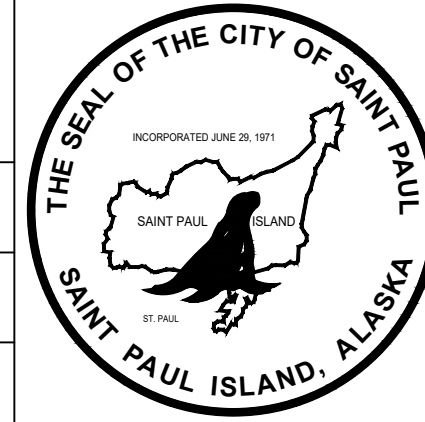
### NOTES

1. CONDUIT TO BE INSTALLED PER NEC/NFPA 70.
2. FOR CONDUIT AND PANELS TO BE INSTALLED IN CLASSIFIED AREAS (SEE SPBF-EL-1010 & SPBF-EL-1011) SEE NEC NFPA ARTICALS 501, 514 AND 515. CONDUIT SEALS WILL BE USED AS REQUIRED.
3. TRANSITION FROM UNDERGROUND PVC TO PVC COATED RIGID RISERS AS REQUIRED FOR CLASS 1 AREAS.
4. ABOVE GROUND CONDUIT TO BE PVC COATED RIGID GALVANIZED STEEL CONDUIT (RGC). UNDERGROUND CONDUIT SHALL BE HDPE OR PVC WITH PVC COATED RIGID RISERS.

### LEGEND

- UNDERGROUND CONDUIT
- ABOVE GROUND CONDUIT

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



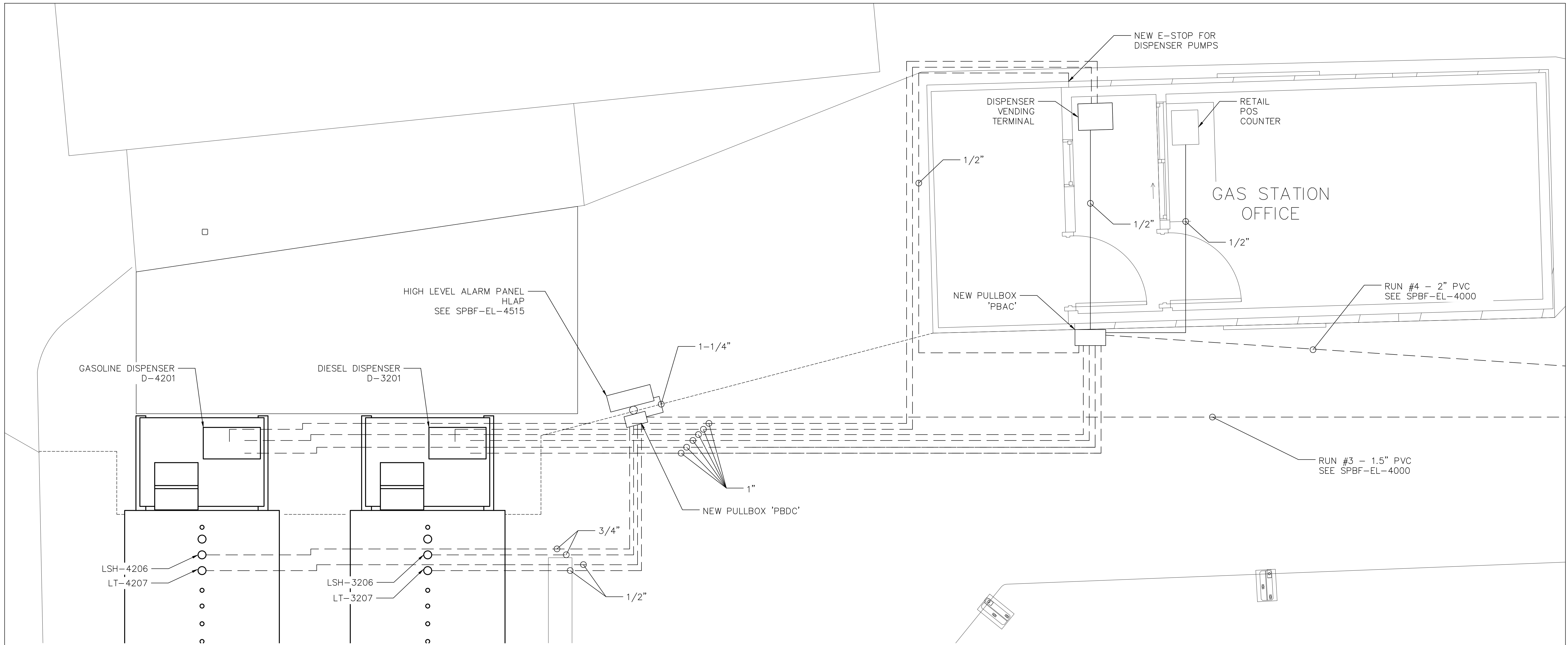
DRAWING NAME: CITY OF SAINT PAUL  
BULK FUEL UTILITY UPGRADES  
TRUCK RACK CONDUIT RUNS  
PLAN VIEW

REF. DWG(S):  
DRAWING NO.: SPBF-EL-1021

SPBF-EL-1021

SHEET 1 OF 1





1 DISPENSER TANK AREA CONDUIT PLAN VIEW

**NOTES**

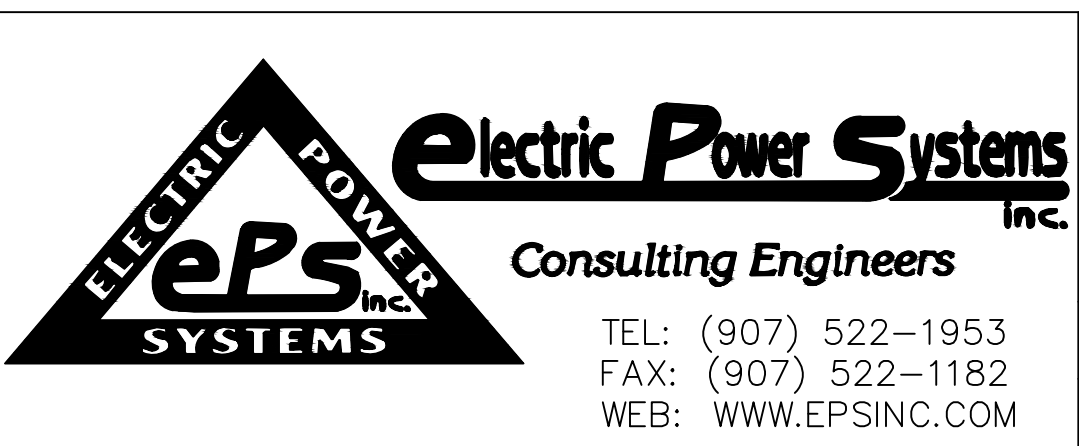
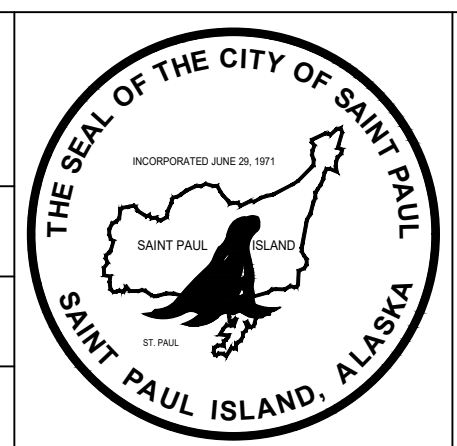
1. CONDUIT TO BE INSTALLED PER NEC/NFPA 70.
2. FOR CONDUIT AND PANELS TO BE INSTALLED IN CLASSIFIED AREAS (SEE SPBF-EL-1010 & SPBF-EL-1011) SEE NEC NFPA ARTICALS 501, 514 AND 515. CONDUIT SEALS WILL BE USED AS REQUIRED.
3. TRANSITION FROM UNDERGROUND PVC TO PVC COATED RIGID RISERS AS REQUIRED FOR CLASS 1 AREAS.
4. ABOVE GROUND CONDUIT TO BE PVC COATED RIGID GALVANIZED STEEL CONDUIT (RGC). UNDERGROUND CONDUIT SHALL BE HDPE OR PVC WITH PVC COATED RIGID RISERS.

**LEGEND**

- UNDERGROUND CONDUIT
- ABOVE GROUND CONDUIT



PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

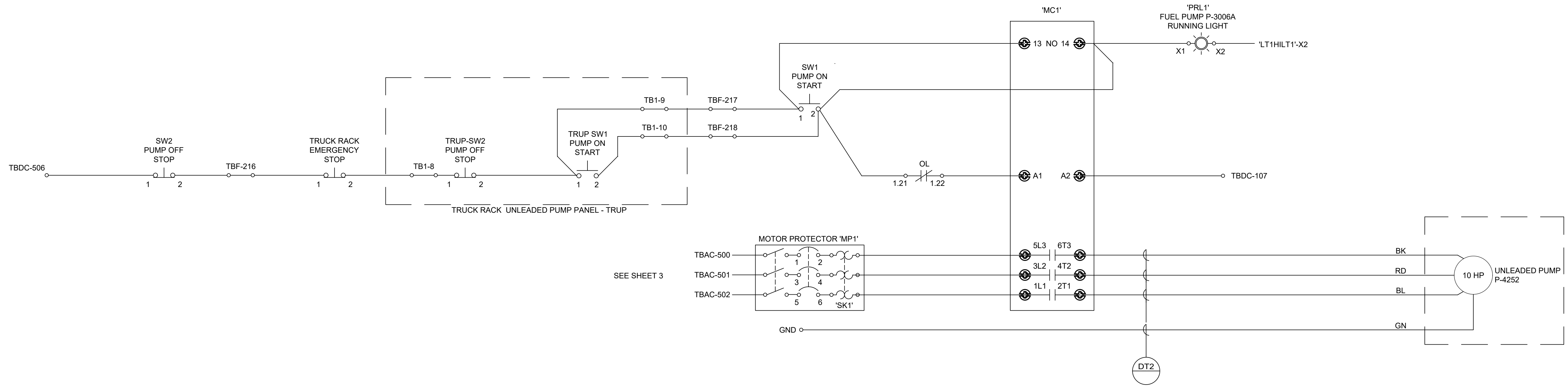


DRAWING NAME: CITY OF SAINT PAUL  
BULK FUEL UTILITY UPGRADES  
DISPENSER AREA CONDUIT RUNS  
PLAN VIEW

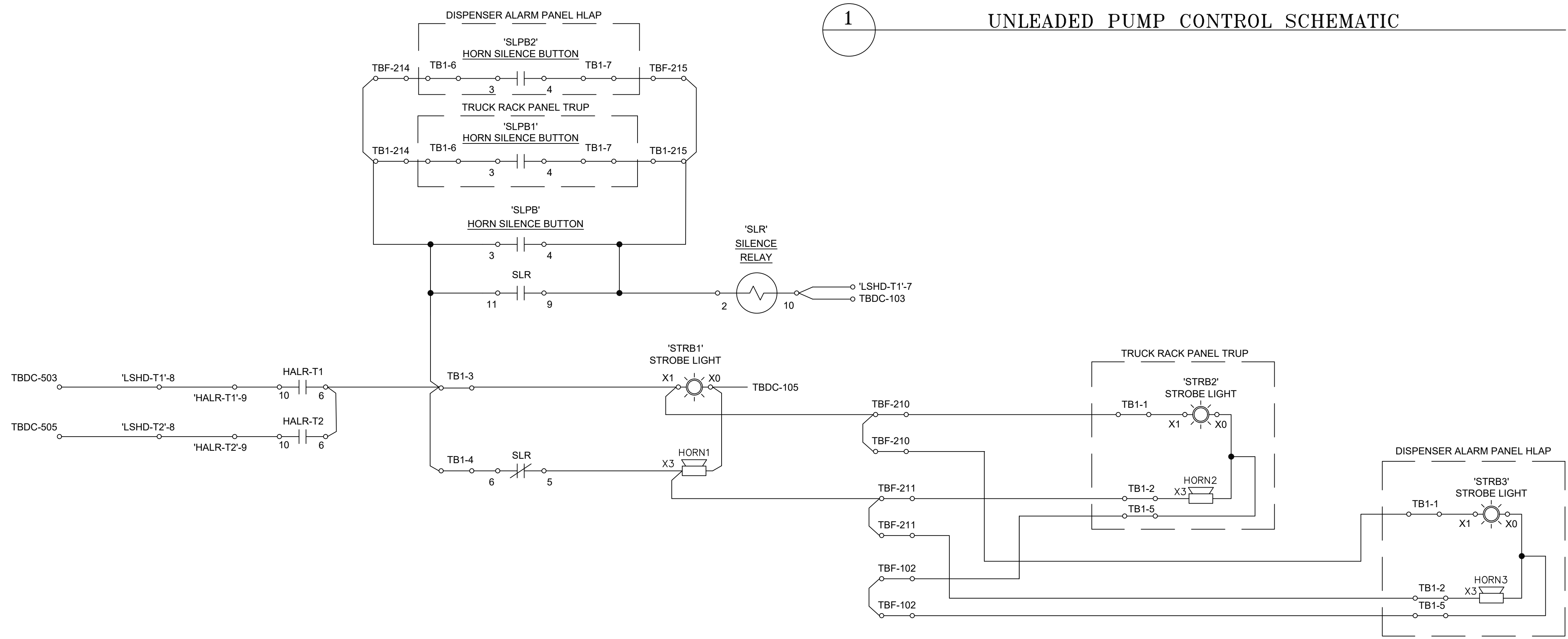
REF. DWG(S):  
DRAWING NO.: SPBF-EL-1022

SPBF-EL-1022

SHEET 1 OF 1



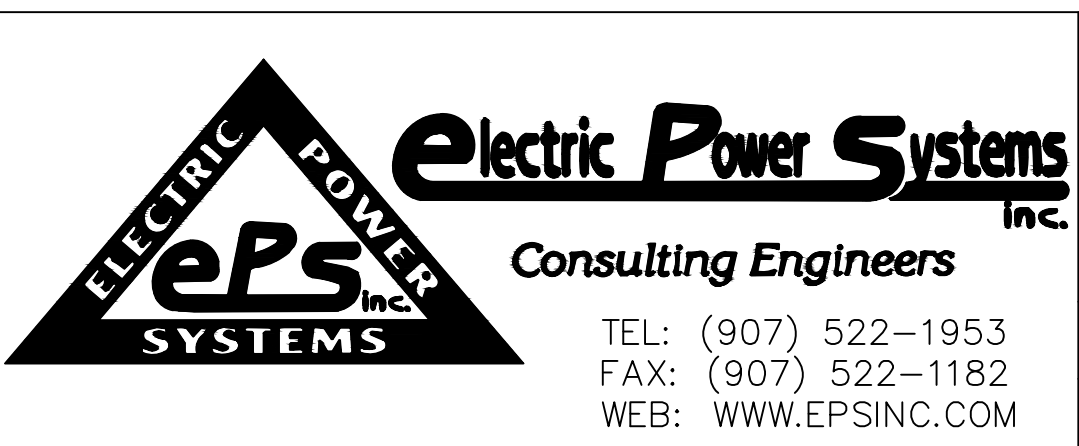
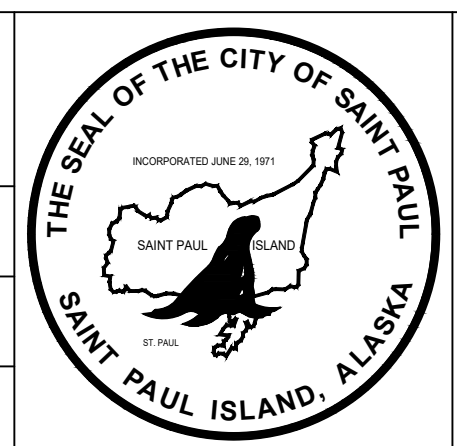
1 UNLEADED PUMP CONTROL SCHEMATIC



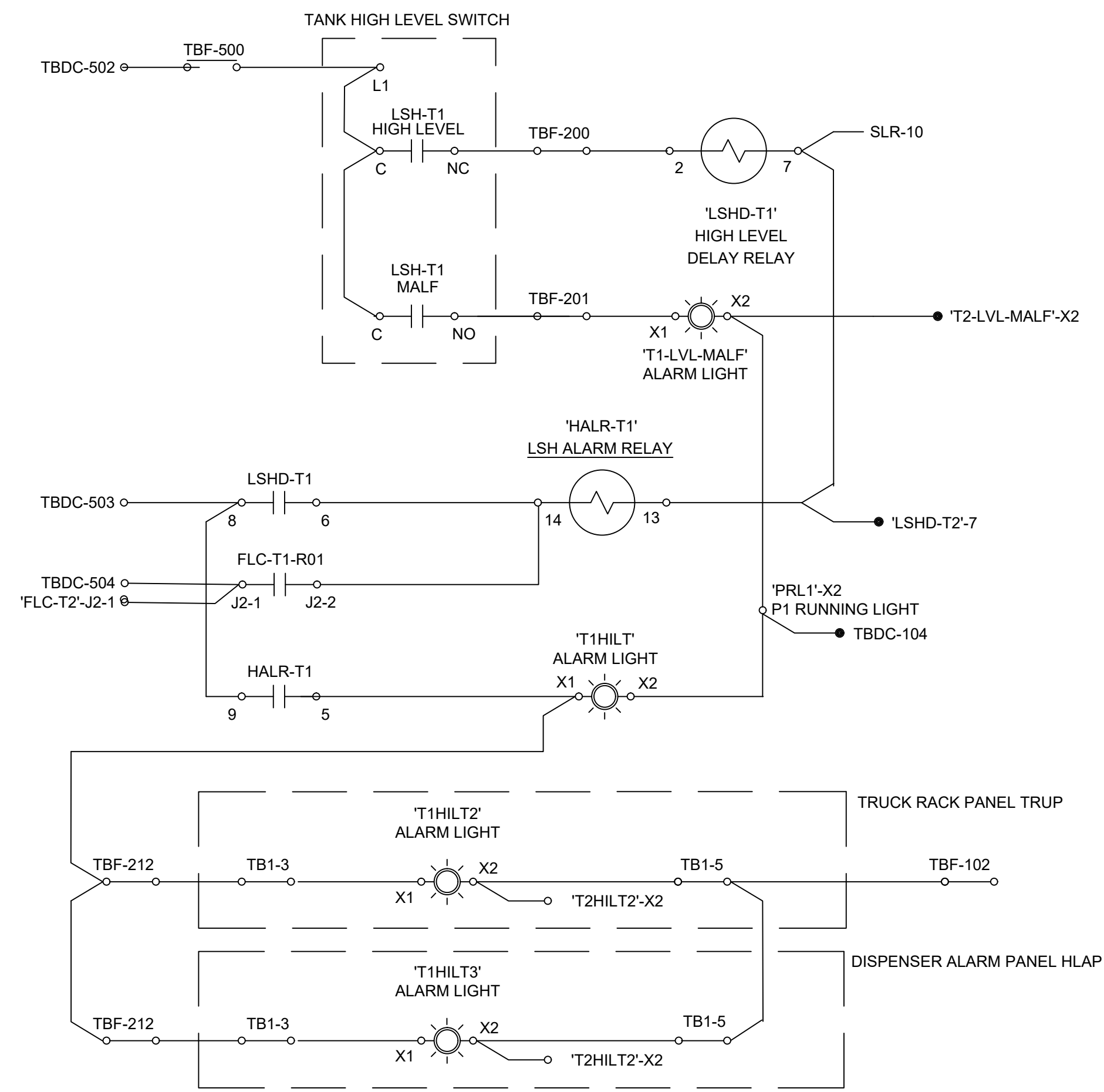
2 HORN/STROBE SCHEMATIC



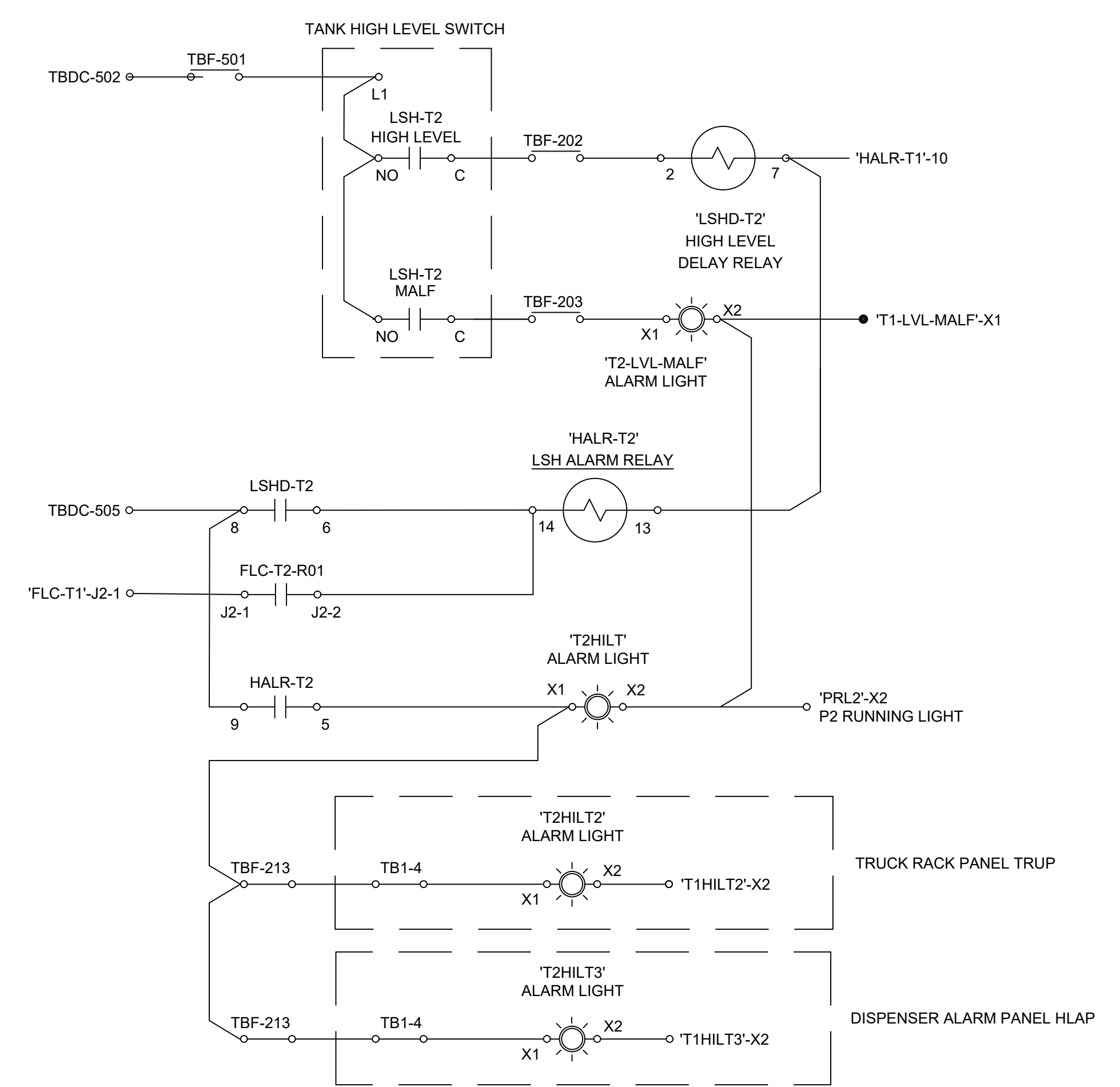
PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER TANKS LEVEL CONTROL PANEL-DTLC SCHEMATICS
REF. DWG(S):	
DRAWING NO.:	SPBF-EL-2000
SHEET	1 OF 3



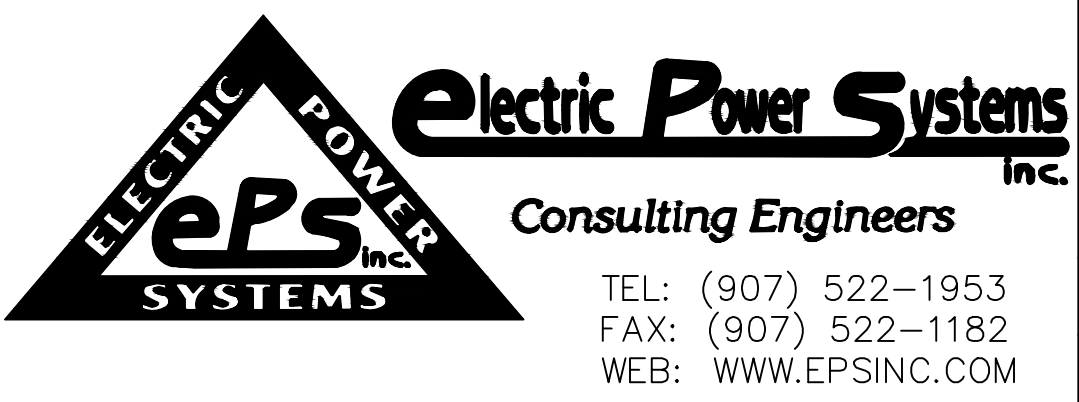
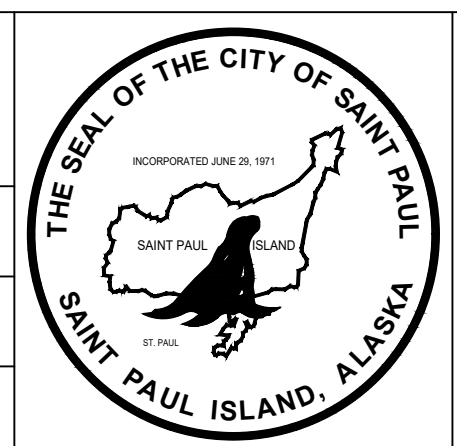
1 UNLEADED TANK (T-4201) HIGH LEVEL SWITCH ALARM SCHEMATICS



2 DIESEL TANK (T-3201) HIGH LEVEL SWITCH ALARM SCHEMATICS

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

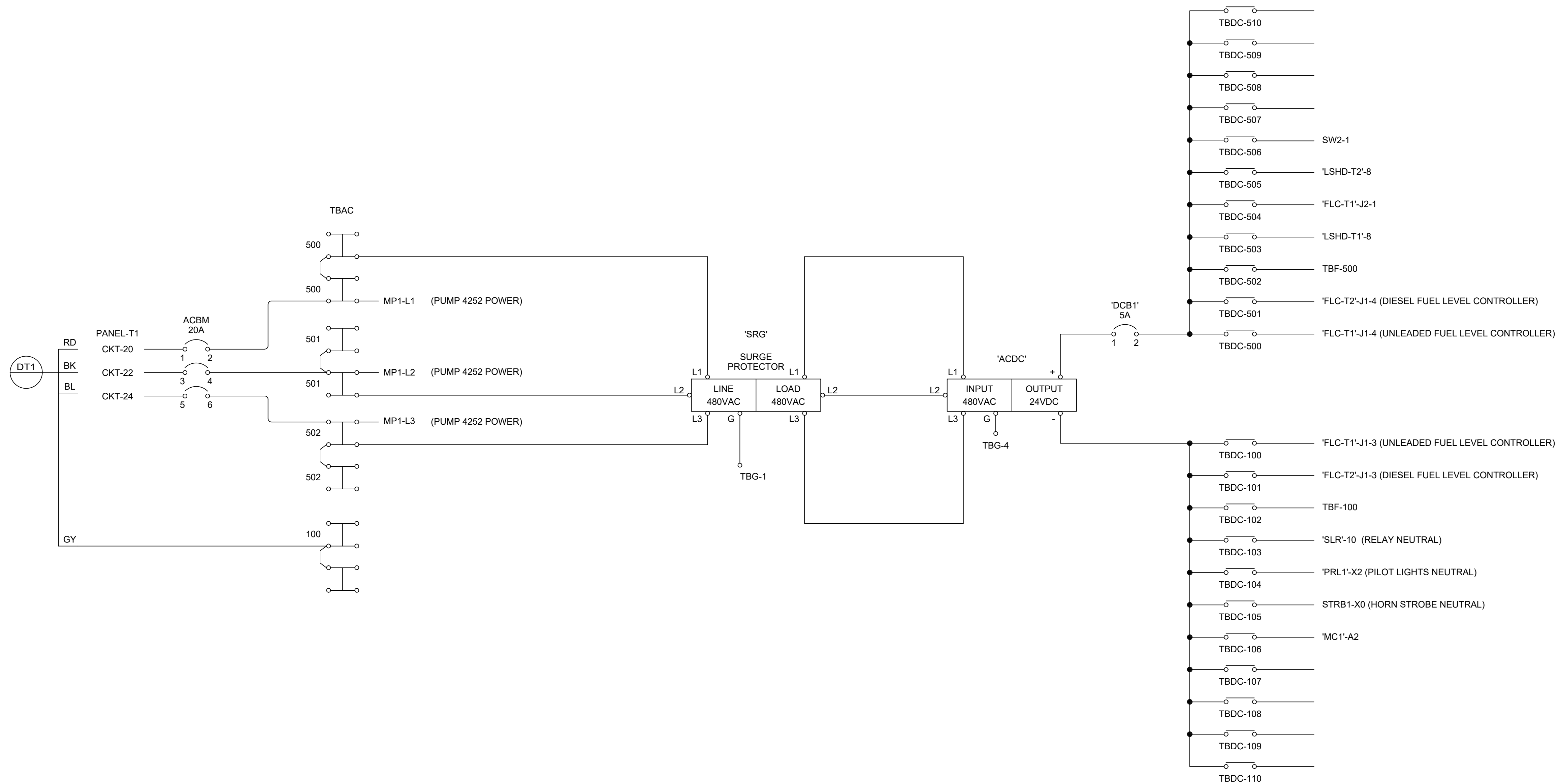


TEL: (907) 522-1953  
 FAX: (907) 522-1182  
 WEB: WWW.EPSINC.COM



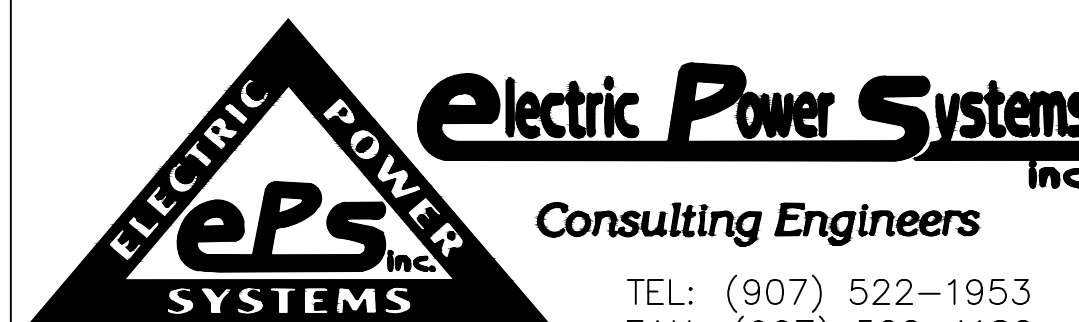
CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DISPENSER LEVEL CONTROL PANEL-DTLC  
 SCHEMATICS

DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER LEVEL CONTROL PANEL-DTLC SCHEMATICS  
 REF. DWG(S):  
 DRAWING NO.: SPBF-EL-2000  
 SHEET 2 OF 3



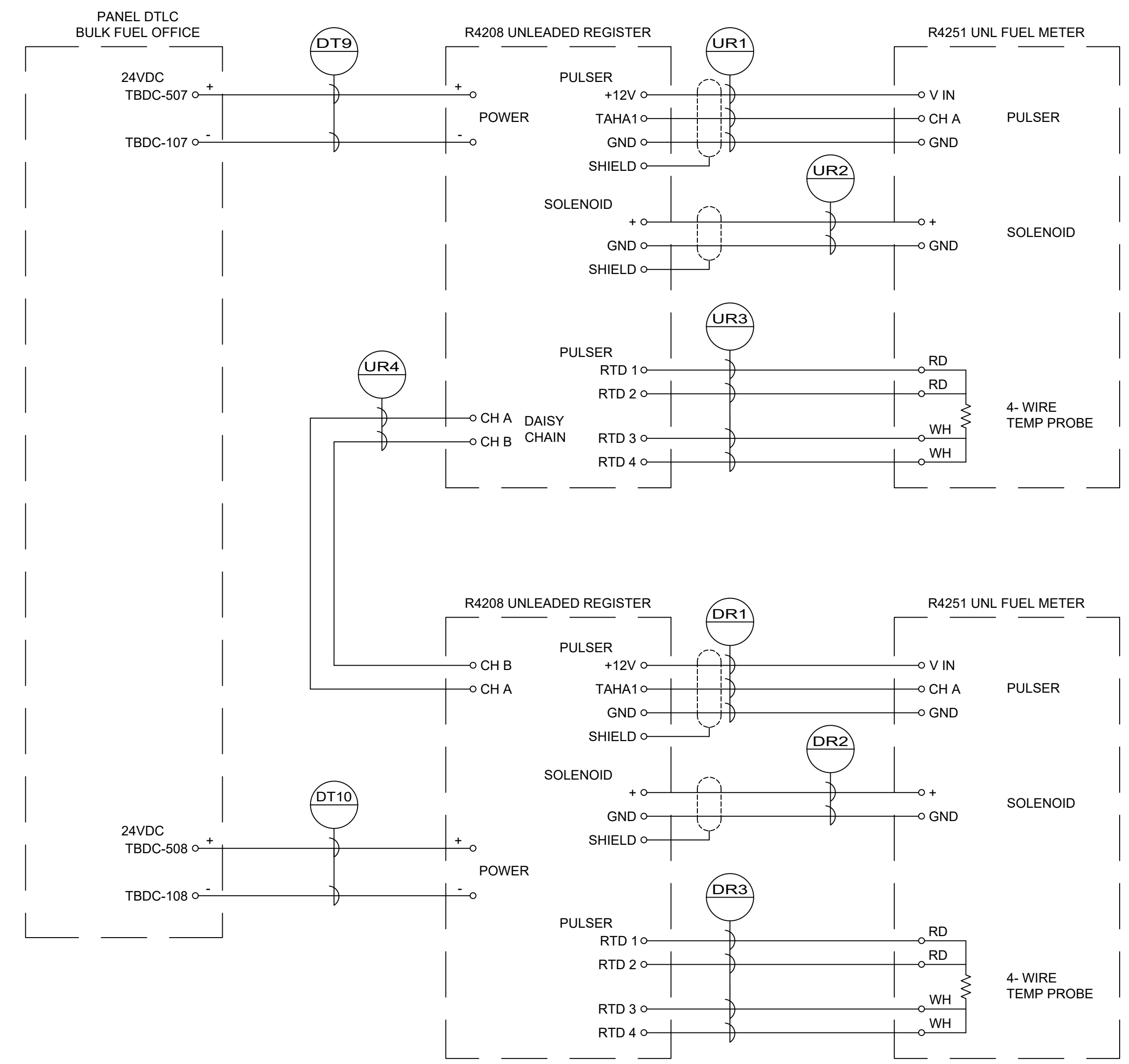
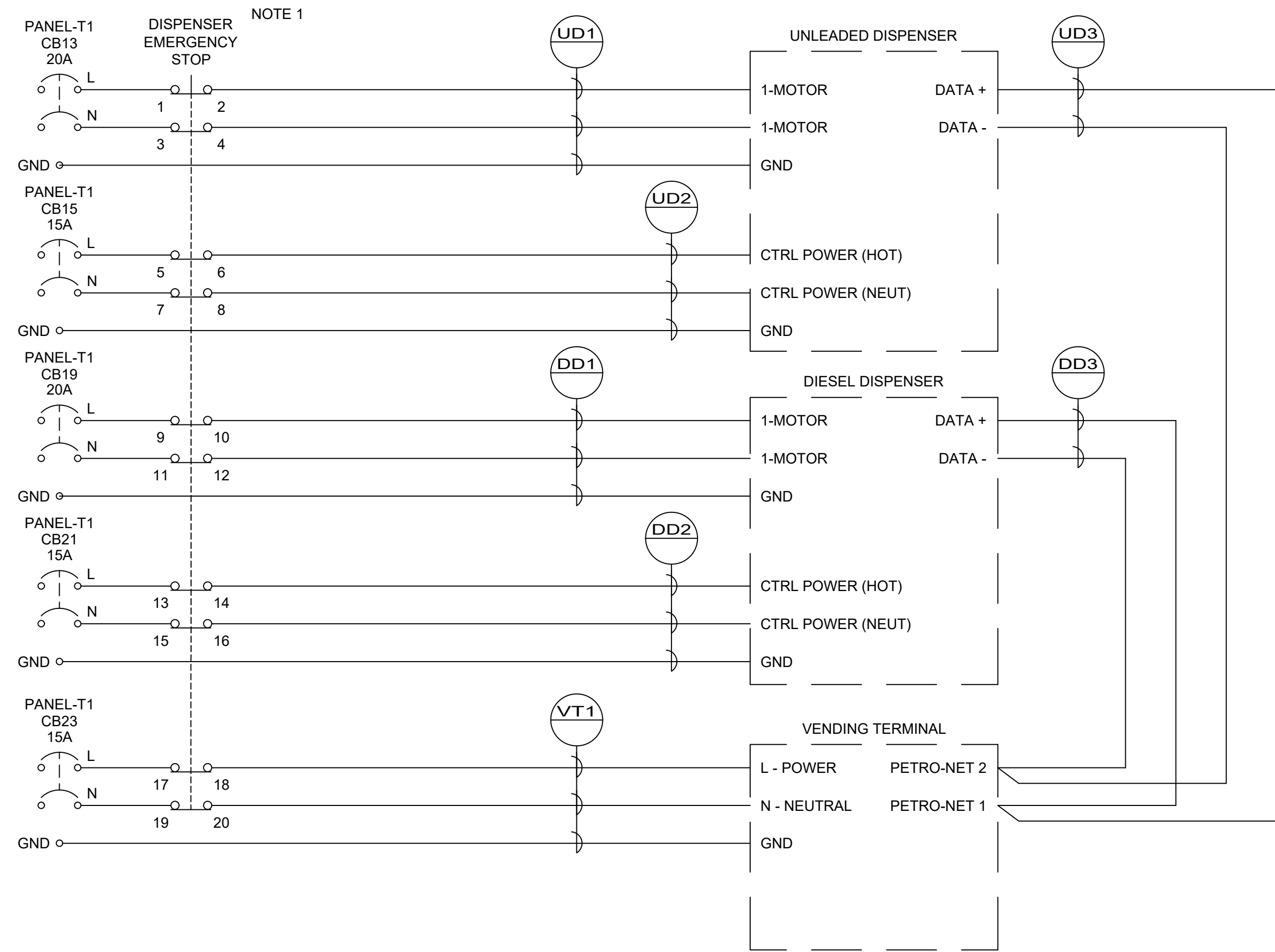
PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DISPENSER TANKS LEVEL CONTROL PANEL-DTLC  
 SCHEMATICS

REF. DWG(S):  
 DRAWING NO.: SPBF-EL-2000  
 SHEET 3 OF 3



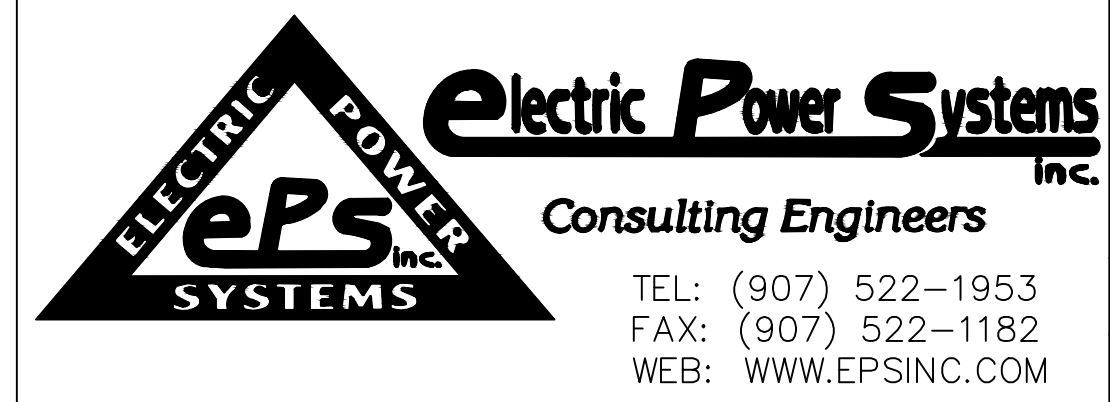
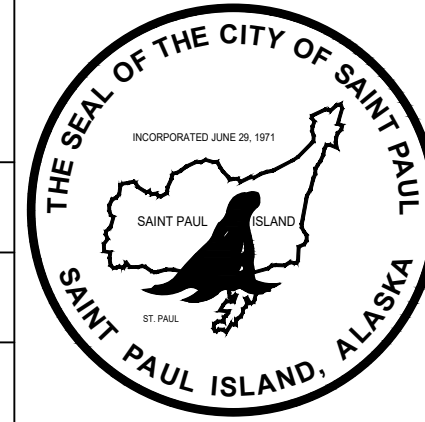
NOTES

1. PROVIDE E-STOP SWITCH WITH MULTI-POLE CONTACTOR. FIELD LOCATE CONTACTOR IN GAS STATION OFFICE.



PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DISPENSER AND REGISTER  
 SCHEMATIC

REF. DWG(S):  
 DRAWING NO.: SPBF-EL-2010

SPBF-EL-2000\_3  
 SHEET 1 OF 1

AC PANEL 'T1'		SIZE 250 AMPS	480/277V 3-PHASE, 4-WIRE	MAIN BKR 125A	MOUNT/LOCATION SURFACE/BULK FUEL OFFICE	SHORT CKT 22,000 AIC			
CKT #	CIRCUIT DESCRIPTION	BKR AMP/ POLE	K V A				BKR AMP/ POLE	CIRCUIT DESCRIPTION	CKT #
			CKT	AØ	BØ	CØ			
1	P-120 **	40/3	7.5	15.0			7.5	P-110	2
3	20 HP		7.5		15.0		7.5	20 HP	4
5			7.5			15.0	7.5		6
7	P-105A **	15/3	1.33	2.66			1.33	P105B **	8
9	5 HP		1.33		2.66		1.33	5 HP	10
11			1.33			2.66	1.33		12
* 13	UNLEADED DISPENSER PUMP	20/1	1.5	13.1			11.6	25 KVA	14
* 15	UNLEADED DISPENSER CONTROL	15/1	0.4		10.6		10.2	TRANSFORMER	16
17	TANK FARM LIGHTS	20/1	1.4			2.15	0.75	BUILDING LIGHTS	18
* 19	DIESEL DISPENSER PUMP	20/1	1.5	1.5			7.5	P-4252	20
* 21	DIESEL DISPENSER CONTROL	15/1	0.4		0.4		7.5	10 HP	22
* 23	DISPENSER FUEL VENDING TERMINAL	15/1	0.45			0.45	7.5	SPACE	24
25	SPACE		0.0	00			0.0	SPACE	26
27	SPACE		0.0		00		0.0	SPACE	28
29	SPACE		0.0			00	0.0	SPACE	30
			17.7	28.7	20.3				
TOTAL CONNECTED LOAD (kVA): 66.7kVA			ESTIMATED DEMAND LOAD (kVA): --kVA						

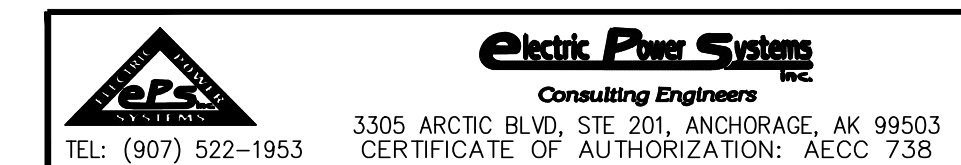
NOTES:

EXISTING PANELBOARD - SIEMENS P1E30ML125CBST

- \* NEW LOAD WITH NEW CIRCUIT BREAKER
- \*\* DEVICE INDICATED BELIEVED TO BE NON-FUNCTIONING, LOAD WOULD BE 0KVA

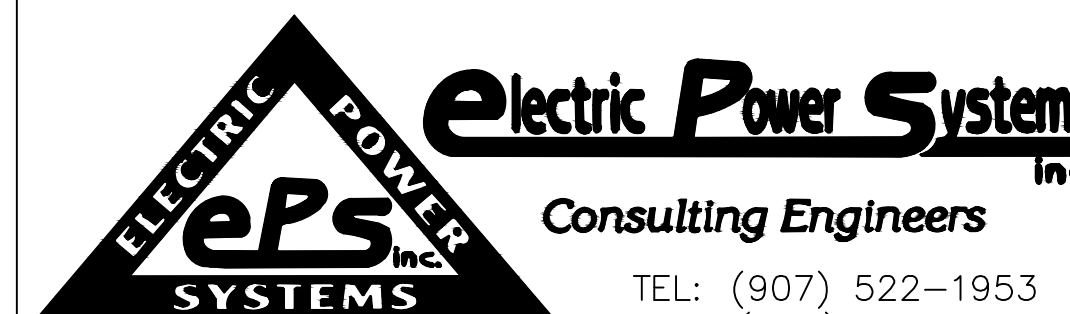
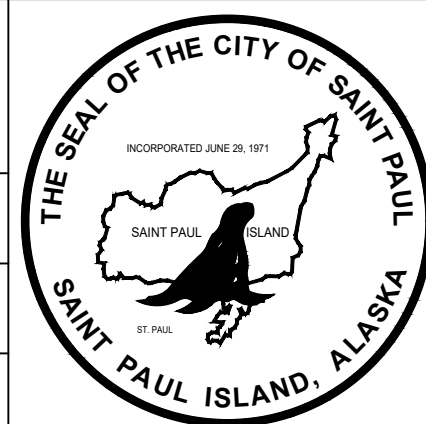
NOTES:

1. FIELD VERIFY SCHEDULES AND UPDATE SCHEDULES AT PROJECT COMPLETION.
2. NEW BREAKERS TO BE SIEMENS BQD STYLE WITH AMPERAGE AS SHOWN.



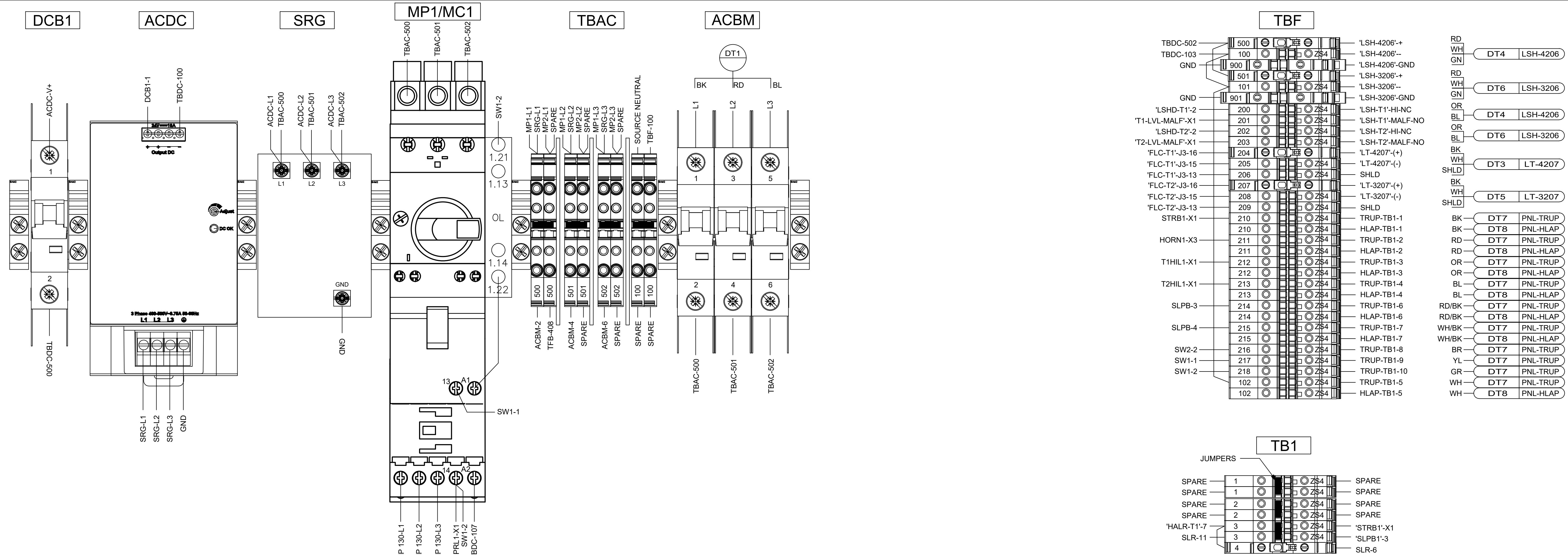
PROJECT: CITY OF SAINT PAUL POWERHOUSE FUEL SYSTEM  
 DESIGNER/PROJ. ENG.: DAVE HARR / DAVID BUSS W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



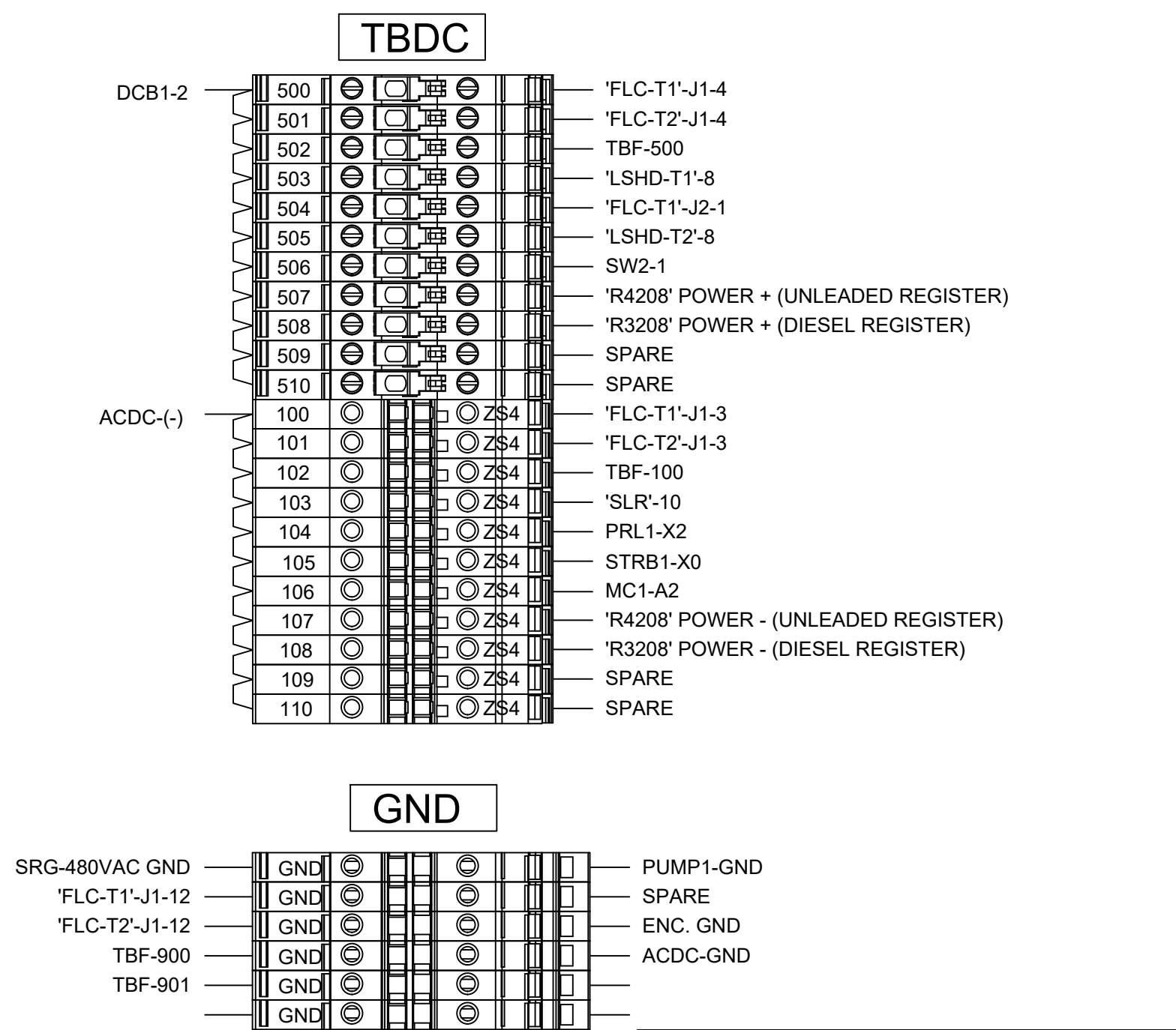
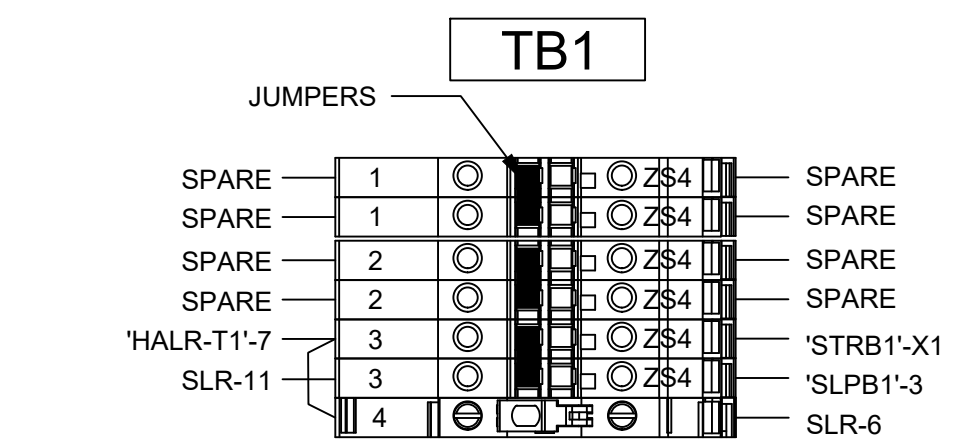
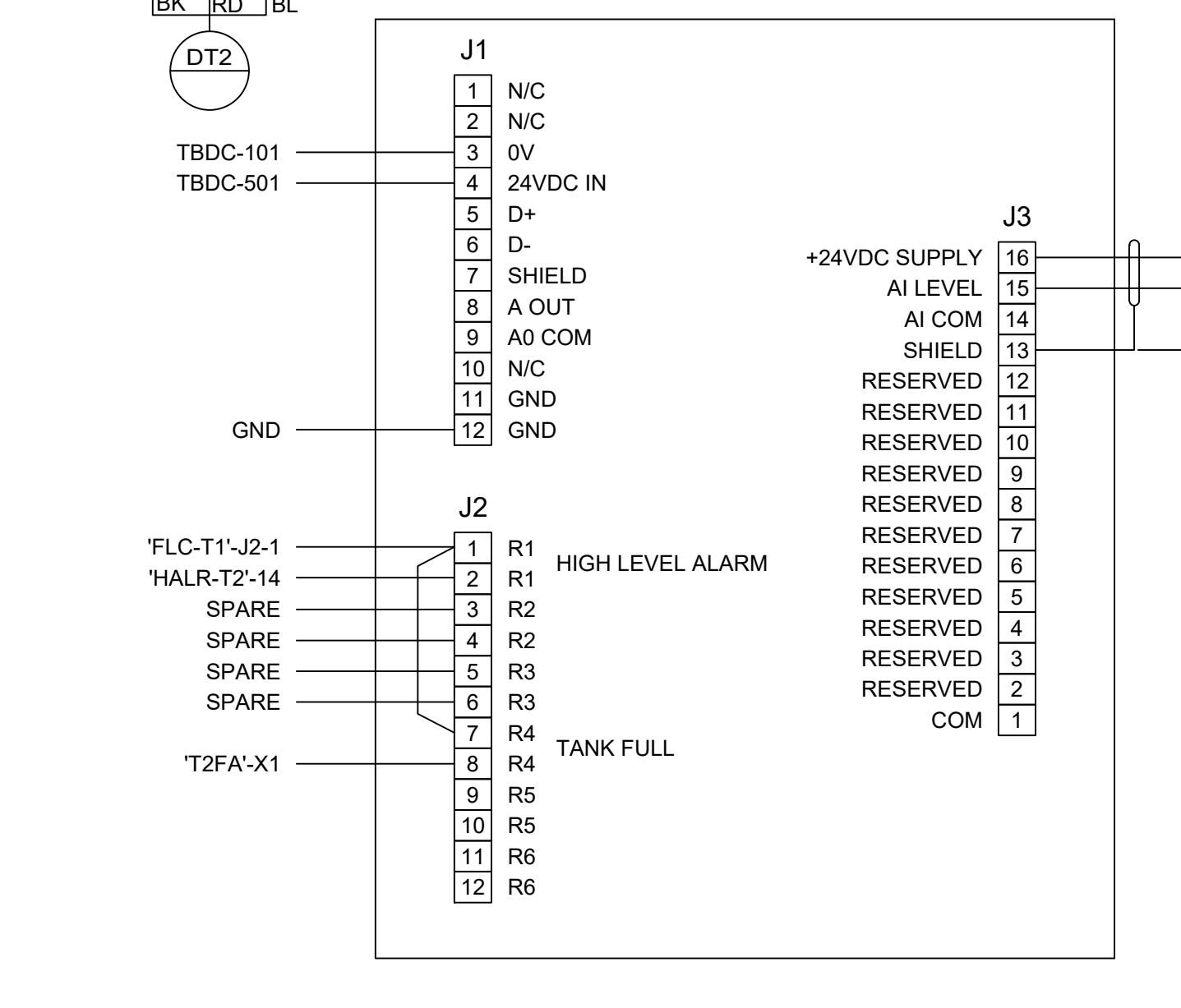
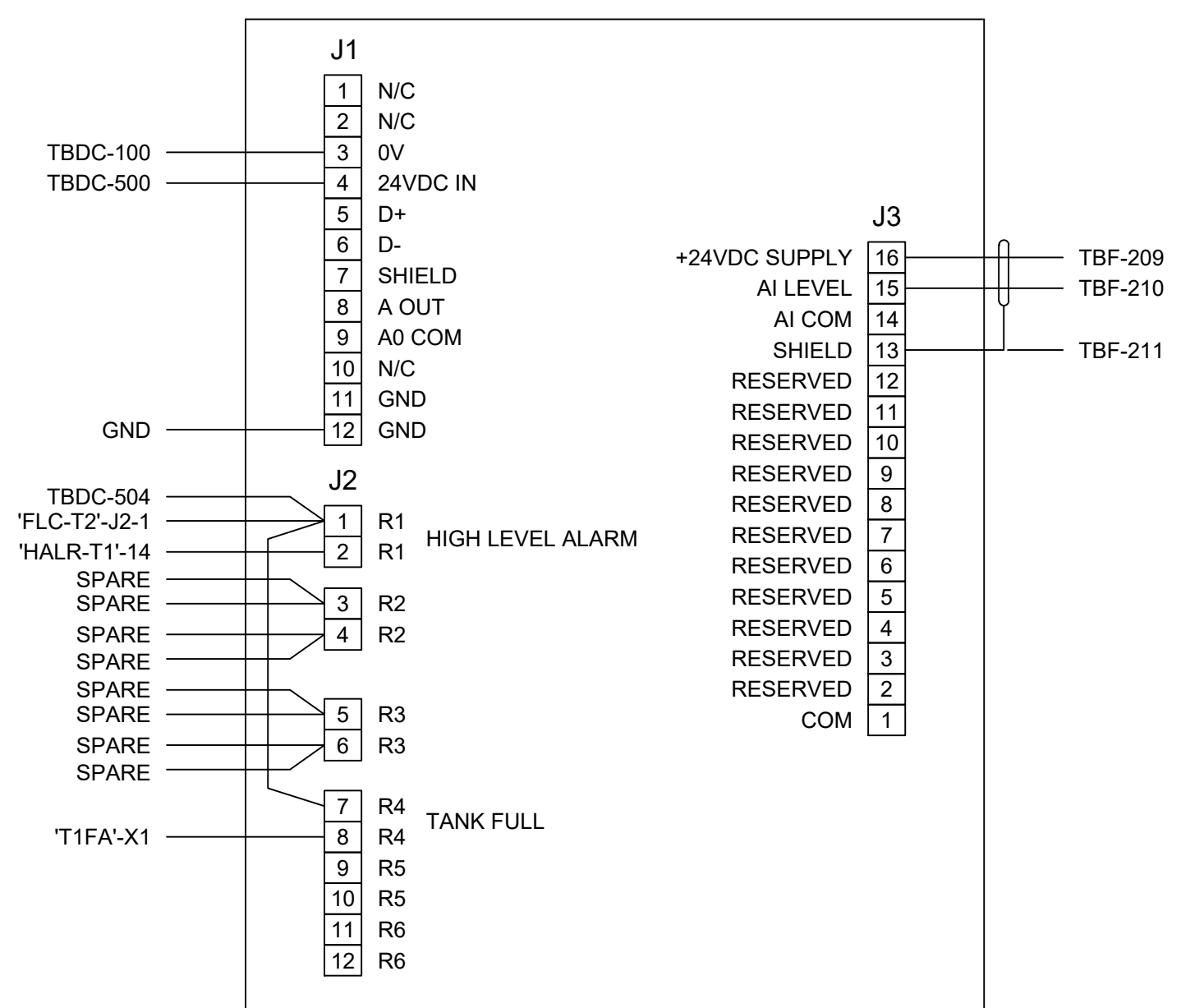
DRAWING NAME:	CITY OF SAINT PAUL POWERHOUSE FUEL SYSTEM ELECTRICAL PANEL SCHEDULES	SPBF-EL-2015_1
REF. DWG(S):		
DRAWING NO.:	SPBF-EL-2015	SHEET 1 OF 1





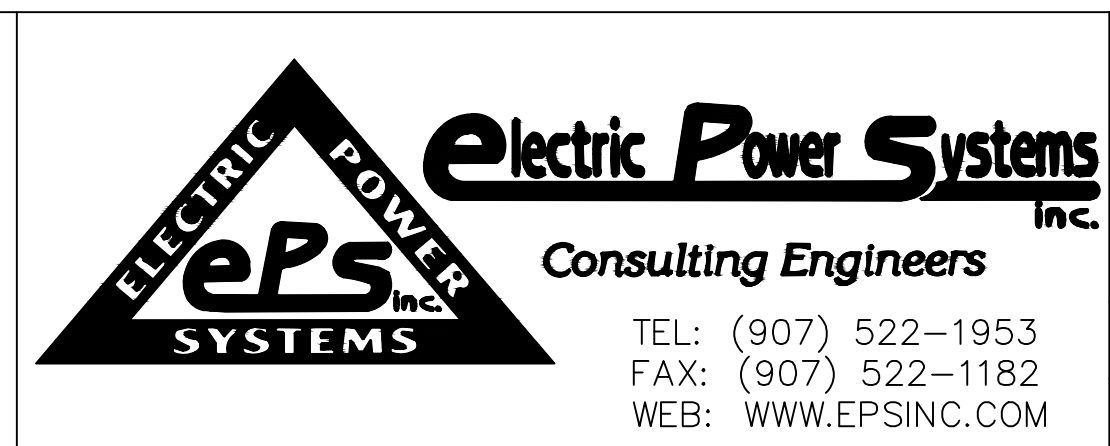
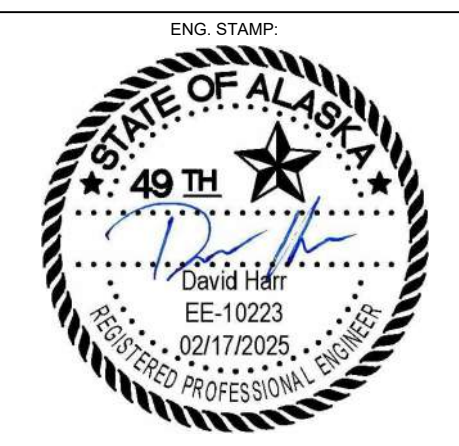
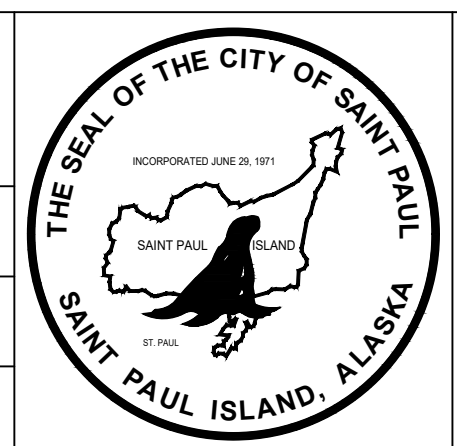
TANK 1 LEVEL CONTROLLER  
'FLC-T1'  
PRIMEX SP6R-X

TANK 2 LEVEL CONTROLLER  
'FLC-T2'  
PRIME SP6R-X

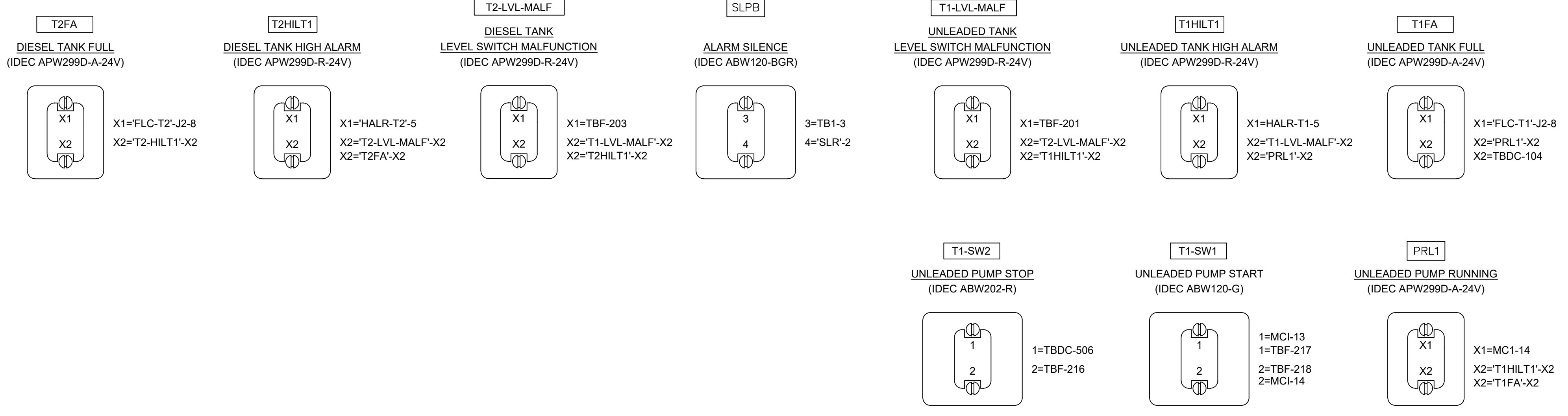
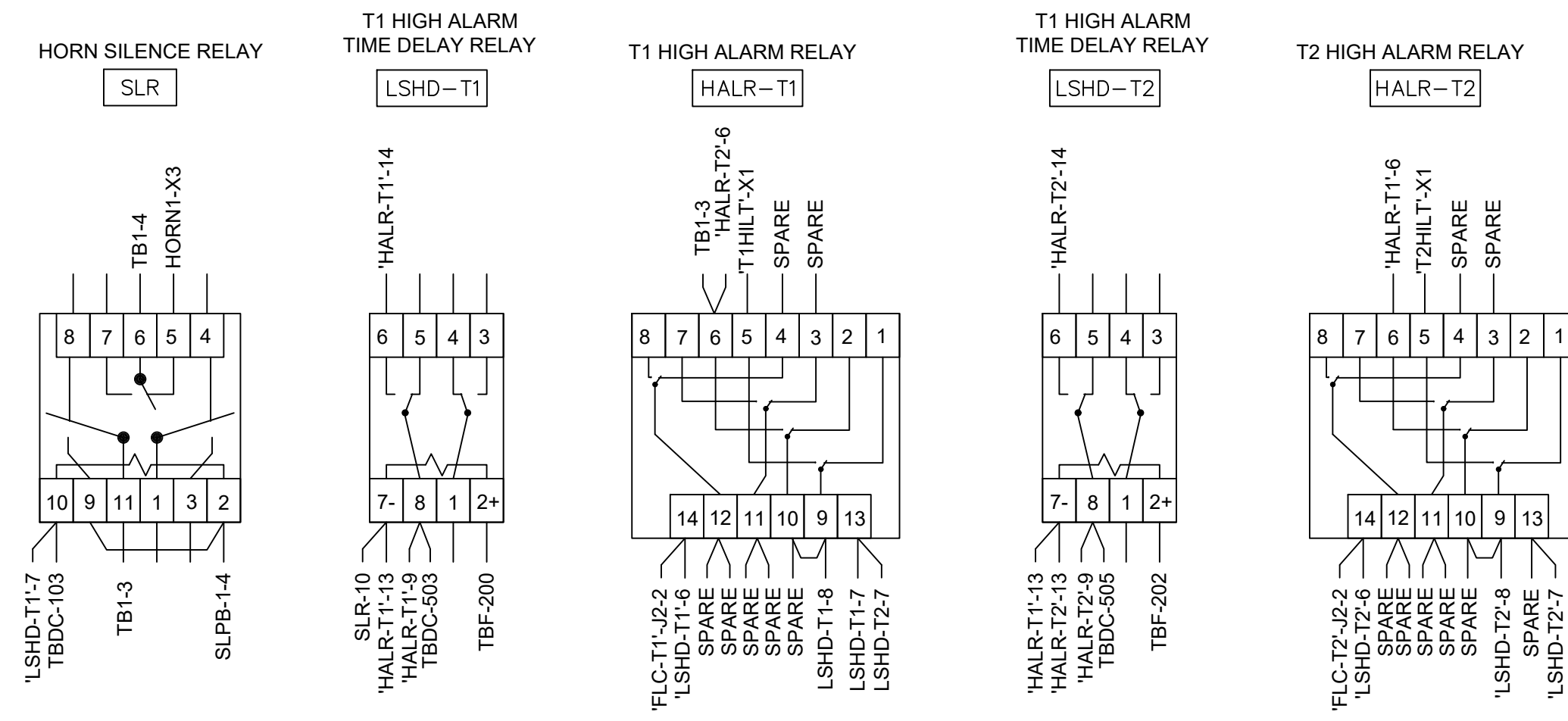


PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

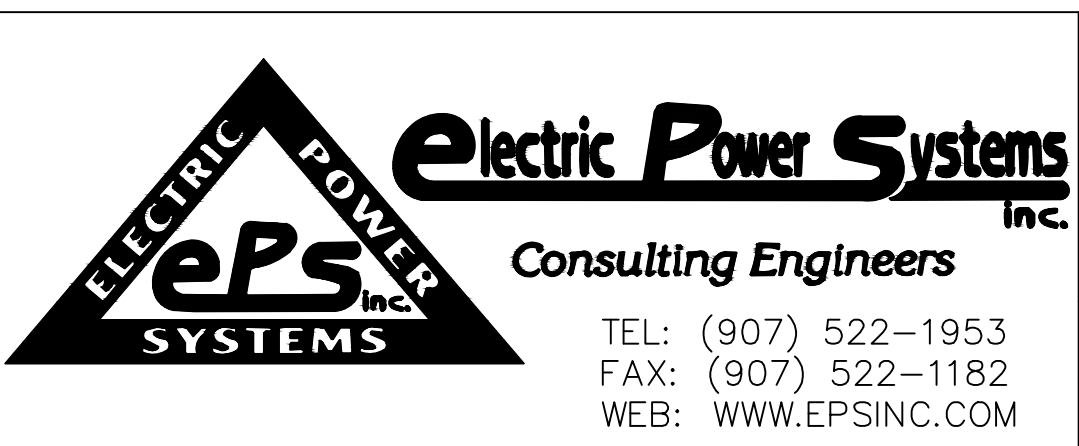
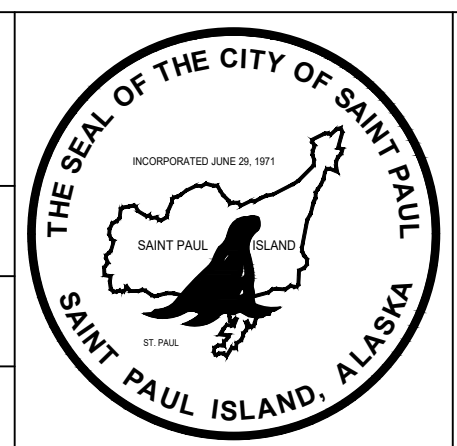


DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER TANKS LEVEL CONTROL PANEL-DTLC WIRING DIAGRAMS  
DRAWING NO.: SPBF-EL-3000  
SHEET 1 OF 3

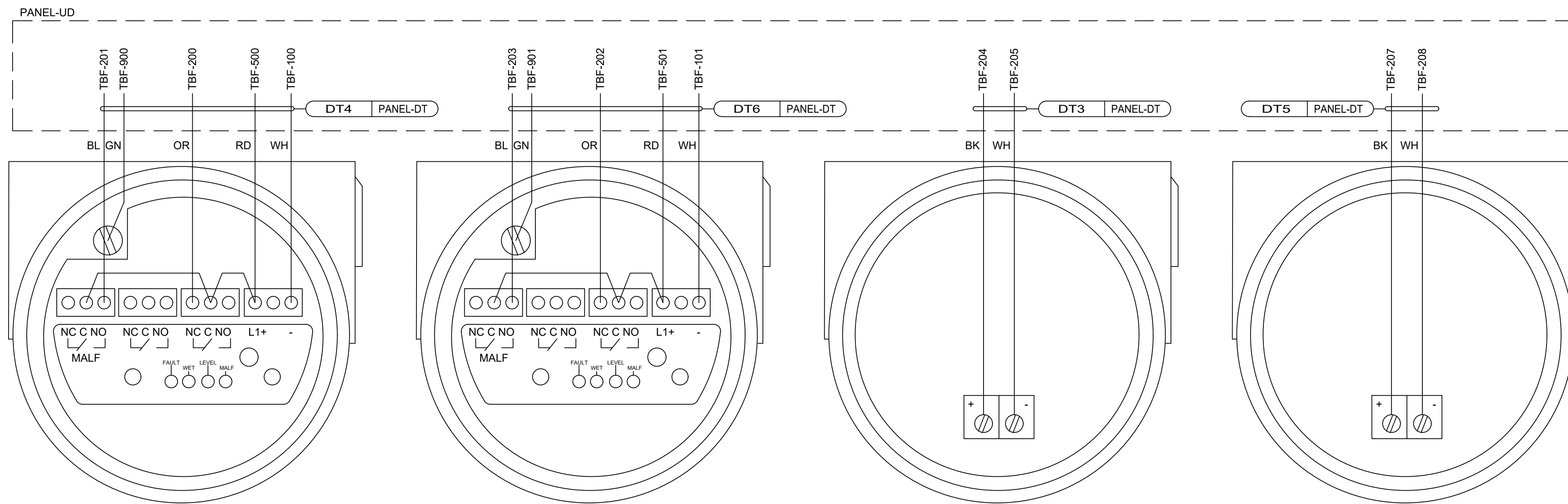


PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER TANKS LEVEL CONTROL PANEL-DTLC WIRING DIAGRAMS
REF. DWG(S):	
DRAWING NO.:	SPBF-EL-3000
SHEET	2 OF 3

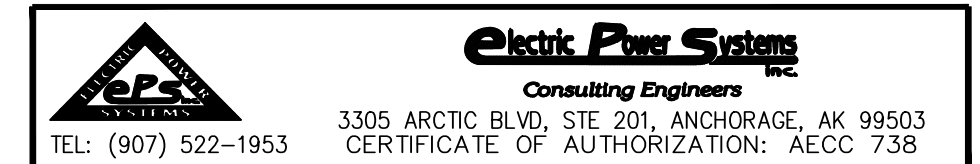


**LEVEL SWITCH LSH-4206**  
MAGNETROL ECHOTEL 961

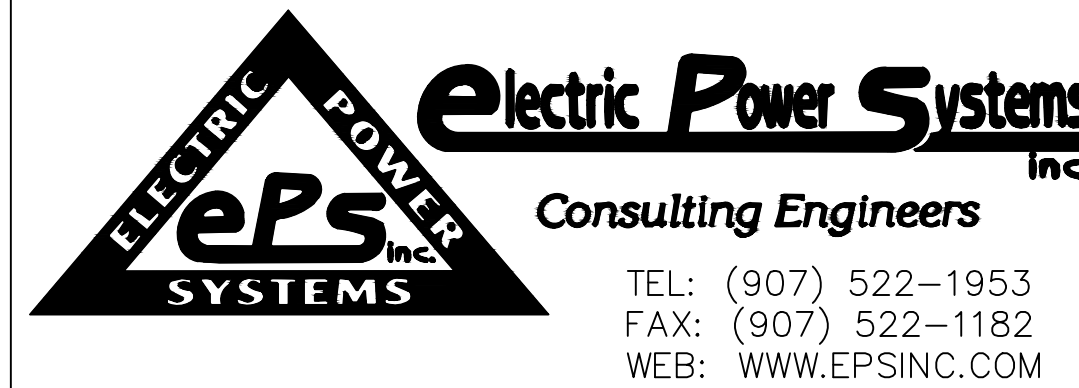
**LEVEL SWITCH LSH-3206**  
MAGNETROL ECHOTEL 961

**LEVEL TRANSMITTER LT-4207**  
MAGNETROL ECLIPSE 700

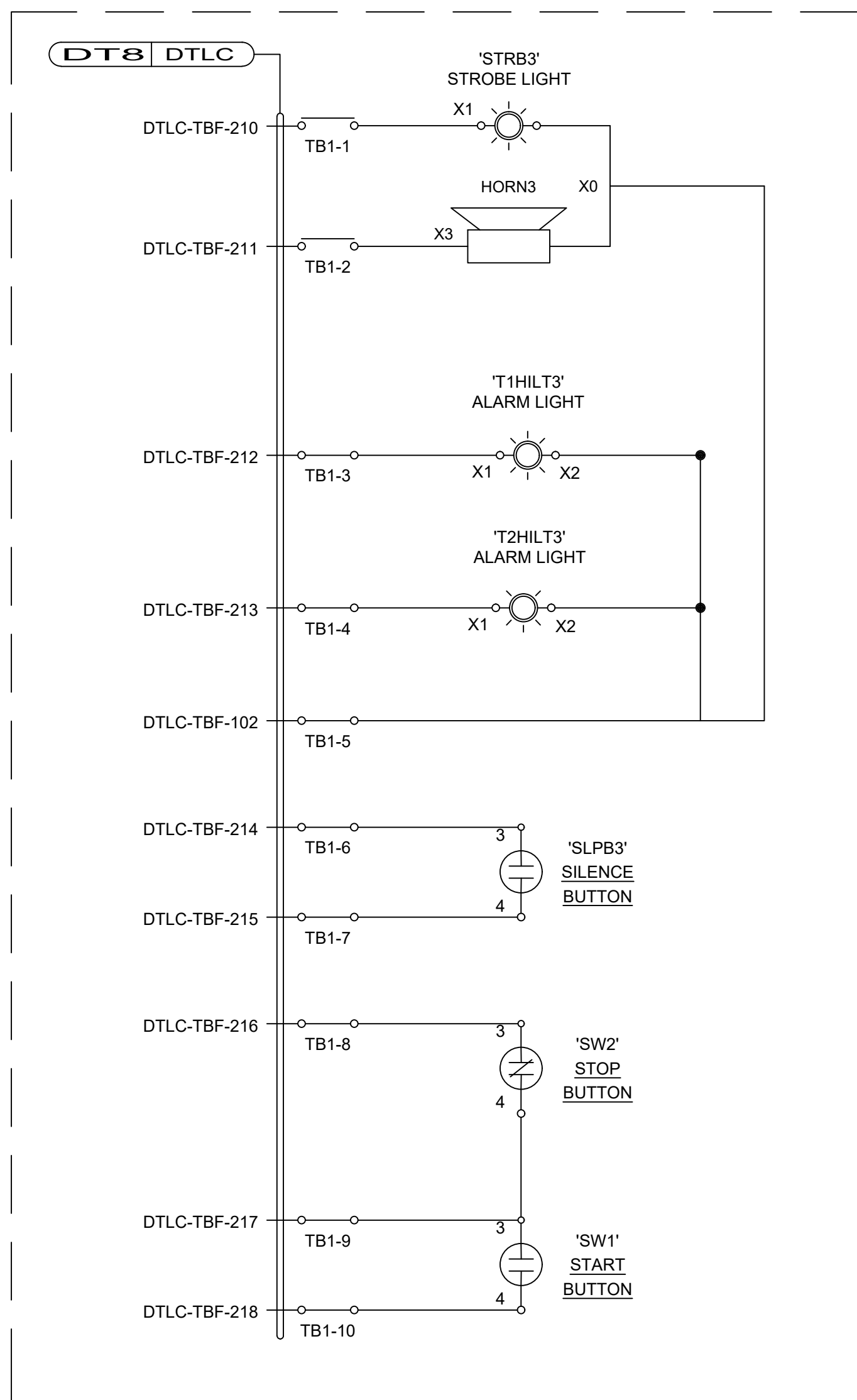
**LEVEL TRANSMITTER LT-3207**  
MAGNETROL ECLIPSE 700



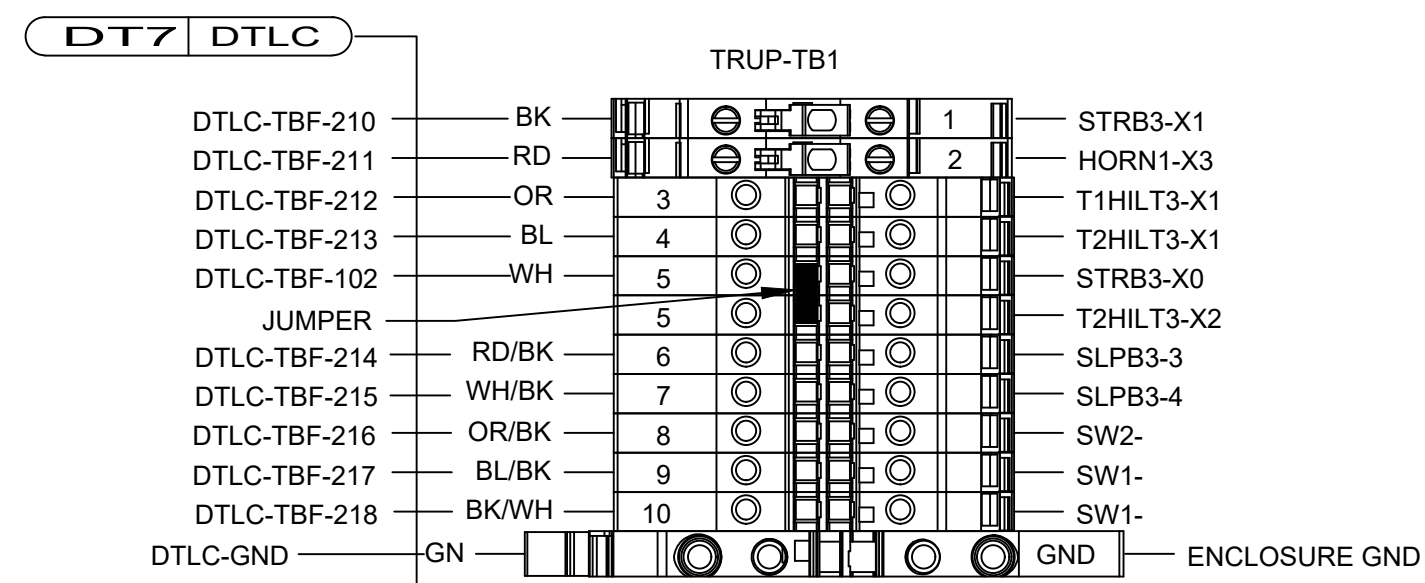
PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES		W.O. : 24-0293	
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR			
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



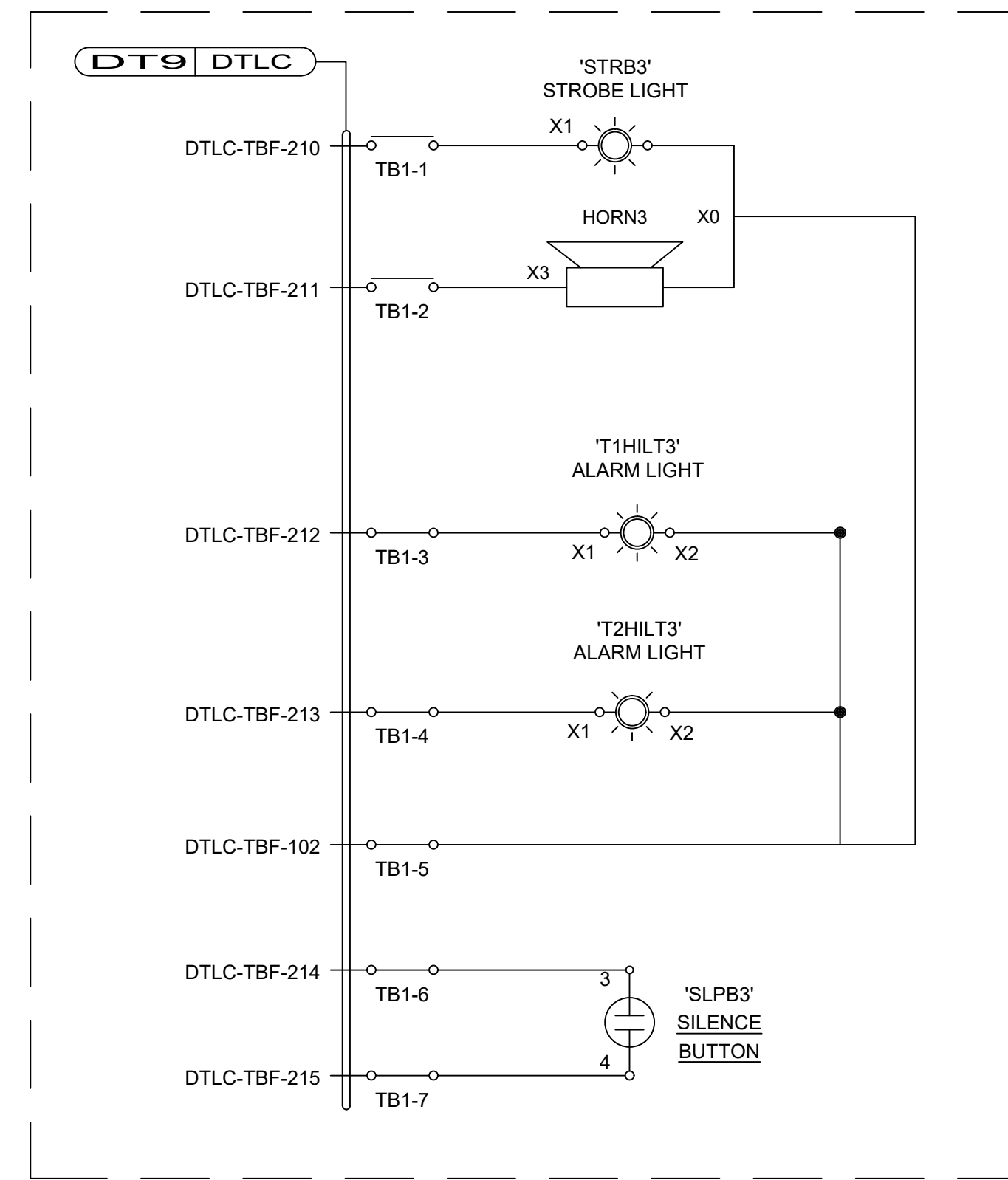
DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER TANKS LEVEL CONTROL PANEL-DTLC WIRING DIAGRAMS
REF. DWG(S):	
DRAWING NO.:	SPBF-EL-3000



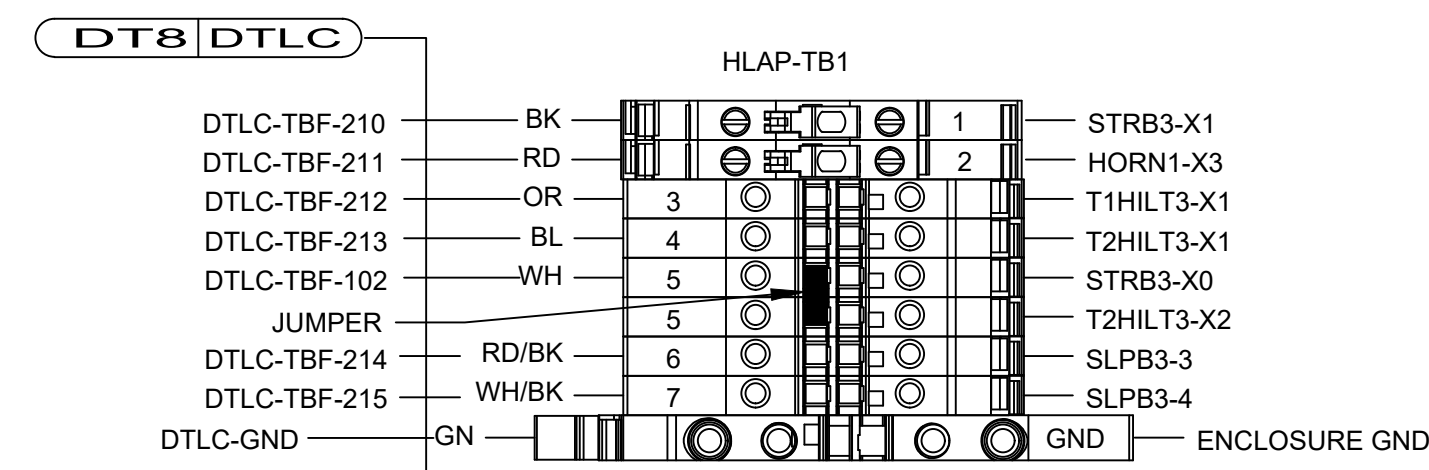
PANEL TRUP SCHEMATIC



1 TRUCK RACK UNLEADED PUMP PANEL - TRUP



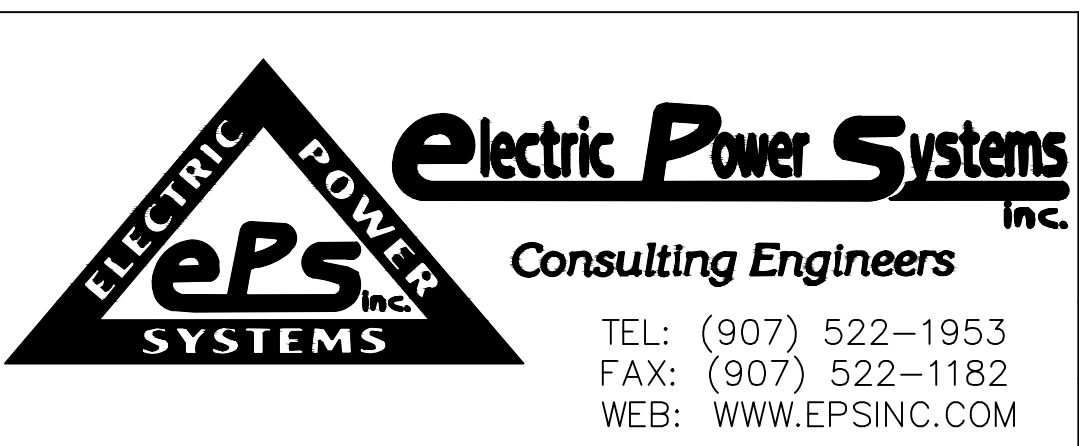
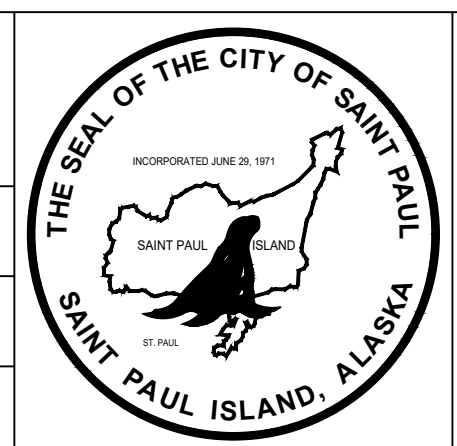
PANEL H LAP SCHEMATIC



2 DISPENSER TANKS HIGH LEVEL ALARM PANEL - H LAP



PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL  
BULK FUEL UTILITY UPGRADES  
TRUCK RACK AND DISPENSER TANK PANELS  
WIRING DIAGRAMS AND SCHEMATICS

DRAWING NO.: SPBF-EL-3010

REF DWG(S):

SHEET 1 OF 1

CABLE OR WIRE NO.	WIRE/CABLE TYPE	FROM	TO	FUNCTION	VIA
DT1	HW170 01205 (4C/#12, #12GND)	PANEL T1	DISPENSER TANK PANEL-DTLC	DISPENSER TANK CONTROL POWER	SURFACE CONDUIT
DT2	HW170 01204 (3C/#12, #12GND)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	PUMP-4252 (TRUCK RACK)	UNLEADED PUMP POWER (AC)	RUN #1 - 1" PVC UNDERGROUND TO P-4252
DT3	HW101 01801 (#18 SP)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	LT-4207 (UNL DISPENSER TANK)	UNLEADED TANK LEVEL TRANSMITTER CNTL & PWR	RUN #4 - 2" PVC UNDERGROUND TO 'PBDC' 1/2" - PBDC TO LT-4207
DT4	HW170 01405 (4C/#14, #14GND)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	LSH-4206 (UNL DISPENSER TANK)	UNLEADED TANK LEVEL SWITCH CNTL & PWR	RUN #4 - 2" PVC UNDERGROUND TO 'PBDC' 3/4" - PBDC TO LSH-4206
DT5	HW101 01801 (#18 SP)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	LT-3207 (DSL DISPENSER TANK)	DIESEL TANK LEVEL TRANSMITTER CNTL & PWR	RUN #4 - 2" PVC UNDERGROUND TO 'PBDC' 1/2" - PBDC TO LT-3207
DT6	HW170 01405 (4C/#14, #14GND)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	LSH-3206 (DSL DISPENSER TANK)	DIESEL TANK LEVEL SWITCH CNTL & PWR	RUN #4 - 2" PVC UNDERGROUND TO 'PBDC' 3/4" - PBDC TO LSH-3206
DT7	HW170 01209 (8C/#12, #12GND) ICEA METHOD 1, TABLE E-1	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	TRUCK RACK PANEL-TRUP	REMOTE ALARM PANEL CONTROL	RUN #2 - 2" PVC UNDERGROUND TO 'PBTR' 1-1/4" - 'PBTR' TO 'TRUP'
DT8	HW170 01212(11C/#12, #12GND) ICEA METHOD 1, TABLE E-1	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	DISPENSER ALARM PANEL H LAP	REMOTE ALARM PANEL CONTROL	RUN #4 - 2" PVC UNDERGROUND TO 'PBDC' 1-1/4" - 'PBDC' TO 'H LAP'
DT9	HW170 01403 (2C/#14, #14GND)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	R4208 (UNLEADED REGISTER) (TRUCK RACK)	UNLEADED REGISTER POWER (DC)	RUN #2 - 2" PVC UNDERGROUND TO 'PBTR' 1/2" - 'PBTR' TO R4208
UR1	HW101 1801T (#18 ST)	R4208 (UNLEADED REGISTER) (TRUCK RACK)	PULSER (R4251 UNL FUEL METER) (TRUCK RACK)	UNL SYSTEM PULSER	1/2" - SURFACE CONDUIT
UR2	HW101 01801 (#18 SP)	R4208 (UNLEADED REGISTER) (TRUCK RACK)	SOLENOID (R4251 UNL FUEL METER) (TRUCK RACK)	UNL SYSTEM SOLENOID ACTUATOR	1/2" - SURFACE CONDUIT
UR3	HW170 01404 (4C/#14)	R4208 (UNLEADED REGISTER) (TRUCK RACK)	TEMP PROBE (R4251 UNL FUEL METER) (TRUCK RACK)	UNL SYSTEM TEMPERATURE PROBE	3/4" - SURFACE CONDUIT
UR4	HW101 01801 (#18 SP)	R4208 (UNLEADED REGISTER) (TRUCK RACK)	R3208 (DIESEL REGISTER) (TRUCK RACK)	DAISY CHAIN	1/2" - SURFACE CONDUIT
DT10	HW170 01403 (2C/#14, #14GND)	DISPENSER TANK LEVEL CONTROL PANEL-DTLC	R3208 (DIESEL REGISTER) (TRUCK RACK)	DIESEL REGISTER POWER (DC)	RUN #2 - 2" PVC UNDERGROUND TO 'PBTR' 1/2" - 'PBTR' TO R3208
DR1	HW101 1801T (#18 ST)	R3208 (DIESEL REGISTER) (TRUCK RACK)	PULSER (R3251 DSL FUEL METER) (TRUCK RACK)	DSL SYSTEM PULSER	1/2" - SURFACE CONDUIT
DR2	HW101 01801 (#18 SP)	R3208 (DIESEL REGISTER) (TRUCK RACK)	SOLENOID (R3251 DSL FUEL METER) (TRUCK RACK)	DSL SYSTEM SOLENOID ACTUATOR	1/2" - SURFACE CONDUIT
DR3	HW170 01404 (4C/#14)	R3208 (DIESEL REGISTER) (TRUCK RACK)	TEMP PROBE (R3251 DSL FUEL METER) (TRUCK RACK)	DSL SYSTEM TEMPERATURE PROBE	3/4" - SURFACE CONDUIT
UD1	HW170 01403 (2C/#14, #14GND)	PANEL T1	D-4201 (UNL DISPENSER JBOX)	UNL DISPENSER PUMP POWER (AC)	RUN #3 - 1.5" PVC UNDERGROUND TO 'PBAC' 1/2" - 'PBAC' TO D-4201
UD2	HW170 01403 (2C/#14, #14GND)	PANEL T1	D-4201 (UNL DISPENSER JBOX)	UNL DISPENSER CTRL POWER (AC)	RUN #3 - 1.5" PVC UNDERGROUND TO 'PBAC' 1/2" - 'PBAC' TO D-4201
UD3	HW101 01801 (#18 SP)	D-4201 (UNL DISPENSER JBOX)	DISPENSER TANKS VENDING TERMINAL	RS485 COMMUNICATION	1/2" - UNDERGROUND
DD1	HW170 01403 (2C/#14, #14GND)	PANEL T1	D-3201 (DSL DISPENSER JBOX)	DSL DISPENSER PUMP POWER (AC)	RUN #3 - 1.5" PVC UNDERGROUND TO 'PBAC' 1/2" - 'PBAC' TO D-3201
DD2	HW170 01403 (2C/#14, #14GND)	PANEL T1	D-3201 (DSL DISPENSER JBOX)	DSL DISPENSER PUMP POWER (AC)	RUN #3 - 1.5" PVC UNDERGROUND TO 'PBAC' 1/2" - 'PBAC' TO D-3201
DD3	HW101 01801 (#18 SP)	D-3201 (DSL DISPENSER JBOX)	DISPENSER TANKS VENDING TERMINAL	RS485 COMMUNICATION	1/2" - UNDERGROUND
VT1	HW170 01403 (2C/#14, #14GND)	PANEL T1	DISPENSER TANKS VENDING TERMINAL	VENDING TERMINAL POWER (AC)	RUN #3 - 1.5" PVC UNDERGROUND TO 'PBAC' 1/2" - 'PBAC' TO VENDING TERMINAL
DT11F	BELDEN 7961A CAT5E (2PR #22)	PRINTER BULK FUEL OFFICE	R3208 (DIESEL REGISTER) (TRUCK RACK)	DIESEL REGISTER COMM - FUTURE	RUN #2 - 2" PVC UNDERGROUND TO 'PBTR' 1/2" - 'PBTR' TO R3208 (DSL REGISTER)
DT12F	BELDEN 7961A CAT5E (2PR #22)	PRINTER BULK FUEL OFFICE	R4208 (UNLEADED REGISTER) (TRUCK RACK)	UNLEADED REGISTER COMM - FUTURE	RUN #2 - 2" PVC UNDERGROUND TO 'PBTR' 1/2" - 'PBTR' TO R4208 (UNL REGISTER)
DD4	BELDEN 7961A CAT5E (2PR #22)	PRINTER BULK FUEL OFFICE	RETAIL POS COUNTER (GAS STATION OFFICE )	DISPENSER COMM - FUTURE	RUN #3 - 1.5" PVC UNDERGROUND TO 'PBAC' 1/2" - 'PBAC' TO RETAIL POS COUNTER

**PROJECT NOTES**

ANY OF THE PAYMENT OR SOFTWARE SYSTEMS FOR THE BULK FUEL UPGRADES NEED TO BE COMPATIBLE WITH OUR ACCOUNTING SOFTWARE, WHICH IS MOM SOFTWARE FROM CORBIN WILLITS SYSTEMS: [HTTPS://MOMSOFTWARE.COM](https://momsoftware.com). MOM SOFTWARE IS NOT CLOUD BASED AND IS INSTALLED ON OUR FINANCE SERVER.

OWNER IS IMPLEMENTING MANAGED BILLING SERVICES FOR ALL UTILITY BILLING INCLUDING HOME HEATING FUEL. THAT SYSTEM IS CLOUD BASED AND IS CALLED MUNIBILLING: [HTTPS://WWW.MUNIBILLING.COM](https://www.munibilling.com).

OWNERS INTERNET SERVICE AND MANAGED IT SERVICE PROVIDER SINCE THERE WILL NEED TO BE COORDINATION THERE:

STARLINK IS OWNER'S INTERNET AND WITH THE BUSINESS PLAN LMJ CONSULTING IS OWNER'S MANAGED IT SERVICE PROVIDER

**ELECTRICAL GENERAL NOTES**

ALL WORK SHALL BE INSTALLED AND GROUNDED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE, NFPA 70, AND AS AMENDED BY THE STATE OF ALASKA.

THE DRAWINGS ARE DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL JUNCTION BOXES OR EXACT LOCATIONS OF CONDUIT UNLESS SPECIFICALLY DIMENSIONED. THEREFORE THE CONTRACTOR SHALL FIELD VERIFY ALL CONDUIT, EQUIPMENT & FIXTURE LOCATIONS PRIOR TO COMMENCEMENT OF WORK AND COORDINATE WITH OTHER TRADES ALL LOCATIONS OF EQUIPMENT, MECHANICAL CONNECTIONS, FINISH REQUIREMENTS AND SCHEDULE OF INSTALLATION.

ALL ELECTRICAL WORK SHALL BE PERFORMED BY LICENSED ELECTRICIANS. WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER IN ACCORDANCE WITH NFPA 70 AND NECA 1-2000.

ALL WIRING SHALL BE COPPER XHHW-2 CONDUCTORS IN CONDUIT. AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE RUN WITH ALL CIRCUITS.

CONDUITS SHALL BE EMT WHERE EXPOSED AT INTERIOR DRY LOCATIONS. PVC COATED RIGID GALVANIZED STEEL CONDUIT (RGC) FOR EXTERIOR LOCATIONS. UNDERGROUND CONDUITS SHALL BE HDPE OR PVC WITH PVC COATED RIGID RISERS.

CONNECTIONS BETWEEN EMT OR RIGID CONDUIT AND MOTOR TERMINAL BOXES OR OTHER EQUIPMENT SUBJECT TO VIBRATION SHALL BE LIQUIDTIGHT FLEXIBLE METAL CONDUIT.

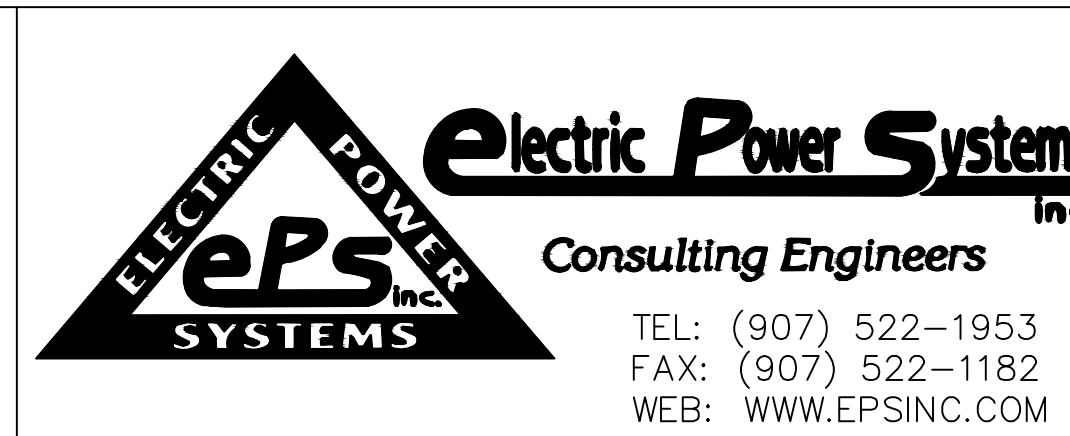
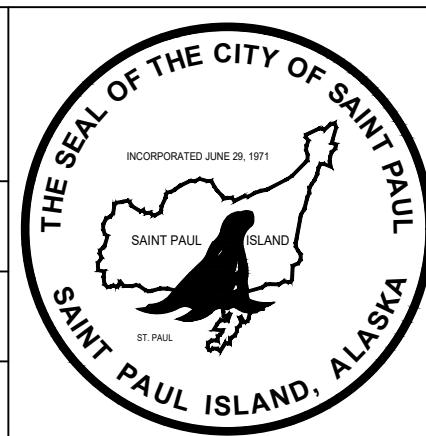
ALL WIRING DEVICES SHALL BE SPECIFICATIONS GRADE AND RATED FOR THE CIRCUIT.

UPDATE PANEL SCHEDULE AT PROJECT COMPLETION.



PROJECT: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

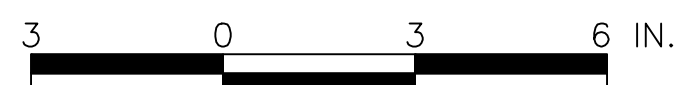
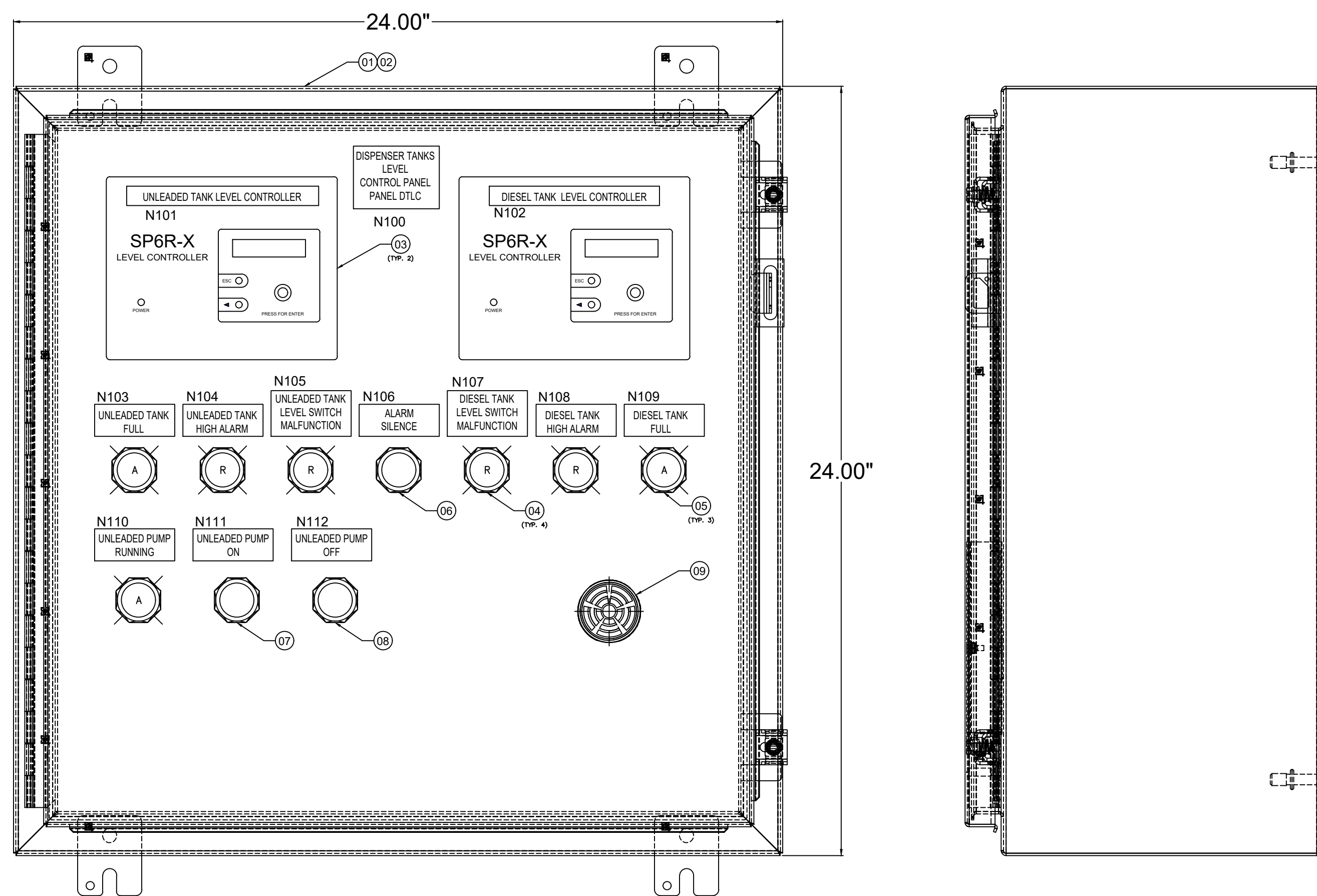
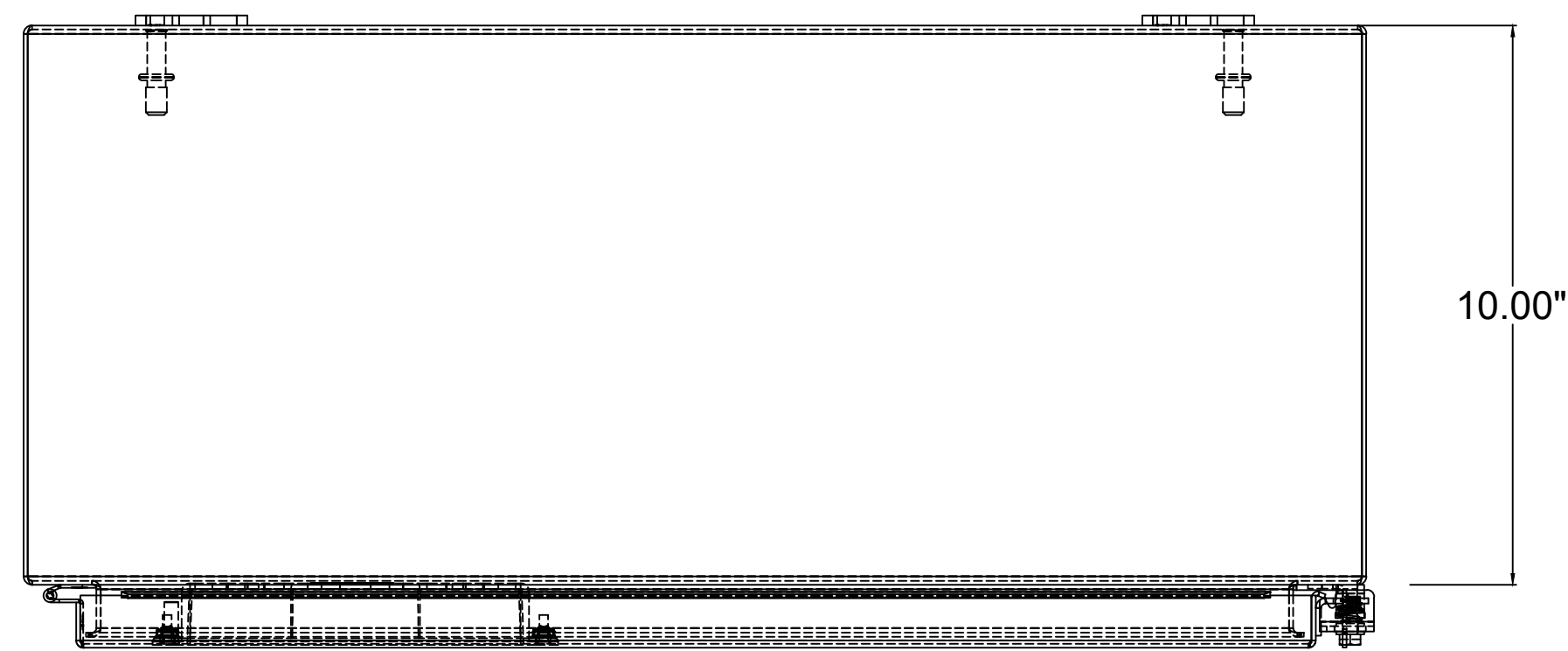


DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES ELECTRICAL CABLE SCHEDULE

REF. DWG(S):

DRAWING NO.: SPBF-EL-4000

SHEET 1 OF 1

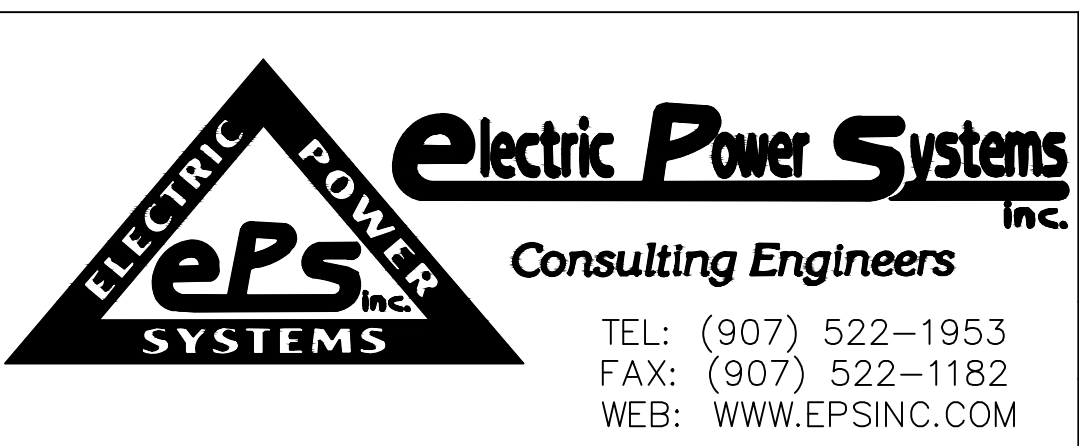
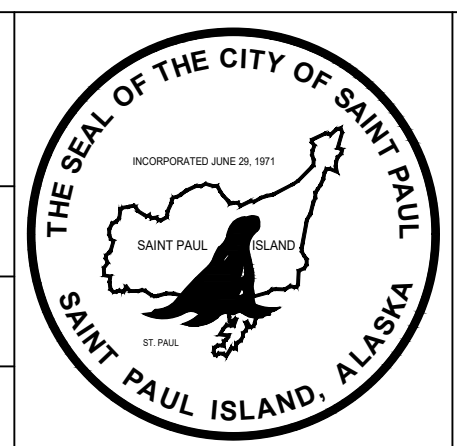


B.O.M. FOR DISPENSER TANKS LEVEL CONTROL PANEL-DTLC				
REF. NO.	UNIT	EST. QTY.	DESCRIPTION	MFGR./CATALOG NO.
01	EA	1	ENCLOSURE, NEMA 12, 24"x24"x10"	HAMMOND/1418J10
02	EA	1	PANEL, 30"x24"	MATCH PANEL
03	EA	2	FUEL LEVEL CONTROLLER	PRIMEX CONTROLS/SP6R-X
04	EA	4	22mm LED PILOT LIGHT, RED, 24VDC	IDEC/APW299D-R-24V
05	EA	3	22mm LED PILOT LIGHT, AMBER, 24VDC	IDEC/APW299D-A-24V
06	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, BLACK	IDEC/ABW120-B
07	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, GREEN	IDEC/ABW120-G
08	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, RED	IDEC/ABW202-R
09	EA	1	AUDIBLE ALARM BUZZER, 24VDC	WERMA/15010055

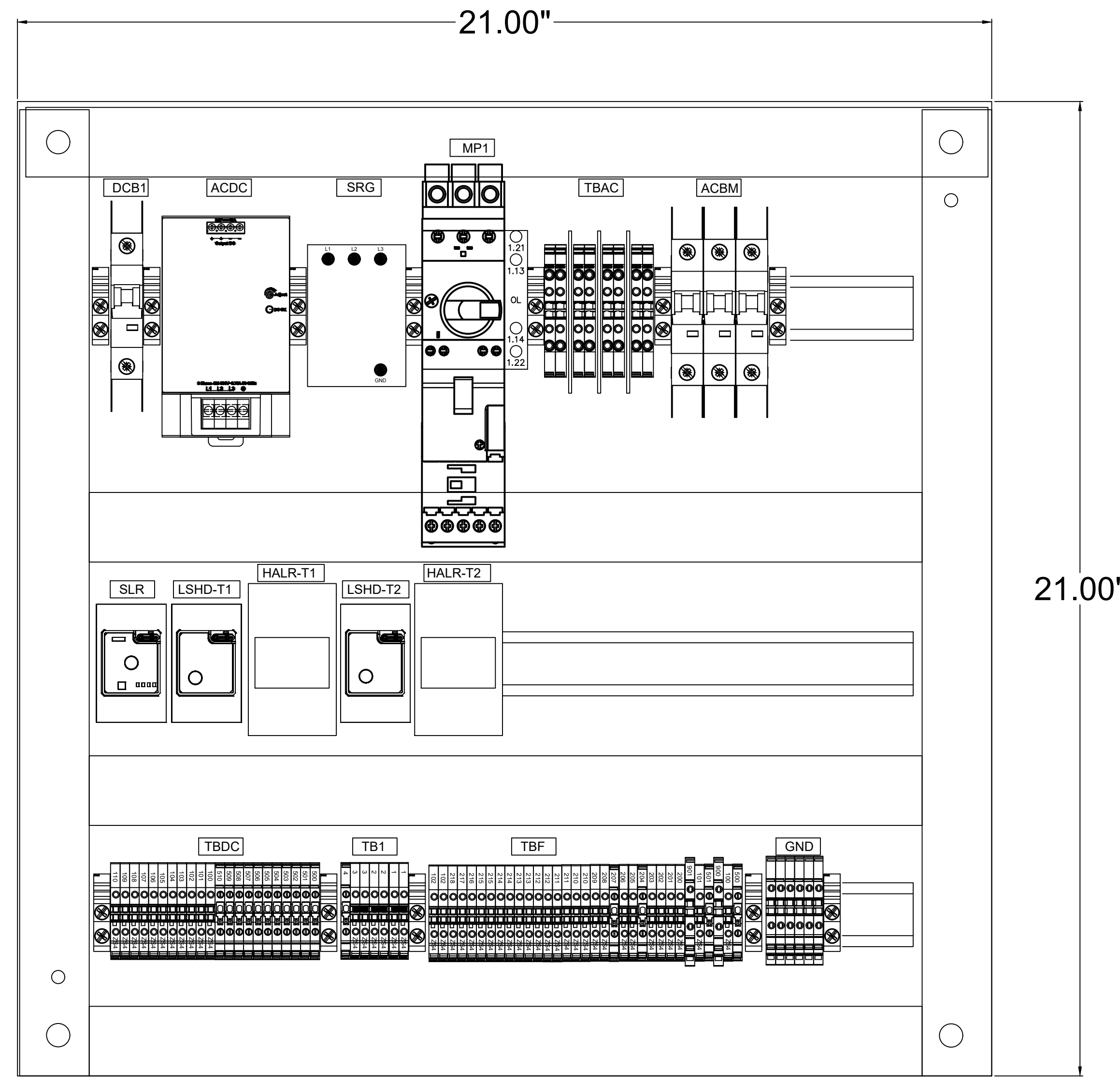
- PANEL-DTLC SEQUENCE OF OPERATIONS**
1. UNLEADED TANK LEVEL CONTROLLER
    - 1.1. ON INPUT FROM UNLEADED TANK LEVEL TRANSMITTER, CONTROLLER SHALL INDICATE TANK LEVEL
    - 1.2. ON INPUT FROM UNLEADED TANK LEVEL TRANSMITTER SHOWING 85% LEVEL (ADJUSTABLE), CONTROLLER SHALL LIGHT UP "UNLEADED TANK FULL" INDICATOR LIGHT ON PANEL.
  2. ALARM:
    - 2.1. ON INPUT FROM UNLEADED TANK LEVEL SWITCH INDICATING A MALFUNCTION, UNLEADED TANK LEVEL SWITCH INDICATOR LIGHT SHALL ILLUMINATE.
    - 2.2. ON INPUT FROM UNLEADED TANK HIGH ALARM SWITCH OR UNLEADED TANK CONTROLLER INDICATING A HIGH ALARM LEVEL, UNLEADED TANK HIGH ALARM LIGHT SHALL ILLUMINATE AND ALARM BUZZER SHALL SOUND.
  3. DIESEL TANK LEVEL CONTROLLER
    - 3.1. ON INPUT FROM DIESEL TANK LEVEL TRANSMITTER, CONTROLLER SHALL INDICATE TANK LEVEL
    - 3.2. ON INPUT FROM DIESEL TANK LEVEL TRANSMITTER SHOWING 85% LEVEL (ADJUSTABLE), CONTROLLER SHALL LIGHT UP "DIESEL TANK FULL" INDICATOR LIGHT ON PANEL.
  4. ALARM:
    - 4.1. ON INPUT FROM DIESEL TANK LEVEL SWITCH INDICATING A MALFUNCTION, DIESEL TANK LEVEL SWITCH INDICATOR LIGHT SHALL ILLUMINATE.
    - 4.2. ON INPUT FROM DIESEL TANK HIGH ALARM SWITCH OR DIESEL TANK CONTROLLER INDICATING A HIGH ALARM LEVEL, DIESEL TANK HIGH ALARM LIGHT SHALL ILLUMINATE AND ALARM BUZZER SHALL SOUND.
  5. ALARM SILENCE: WHEN ALARM BUZZER IS SOUNDING, PRESSING THE "ALARM SILENCE" BUTTON SHALL SILENCE THE BUZZER ALARM.
  6. UNLEADED PUMP CONTROLS
    - 6.1. PUMP SHALL TURN ON WHEN "PUMP ON" BUTTON IS PRESSED.
    - 6.2. PUMP SHALL TURN OFF WHEN "PUMP OFF" BUTTON IS PRESSED.
    - 6.3. PUMP RUNNING LIGHT SHALL ILLUMINATE WHEN PUMP IS RUNNING.
    - 6.4. PUMP OPERATION IS FULLY MANUAL, AND ALARMS WON'T TURN OFF PUMP. BEST PRACTICE WILL BE TO MANUALLY TURN OFF PUMP WHEN FULL LIGHT IS ACTIVATED.



PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER TANKS LEVEL CONTROL PANEL-DTLC PANEL ELEVATIONS		REF. DWG(S):	SPBF-EL-4500_1
DRAWING NO.: SPBF-EL-4500		SHEET 1 OF 3	

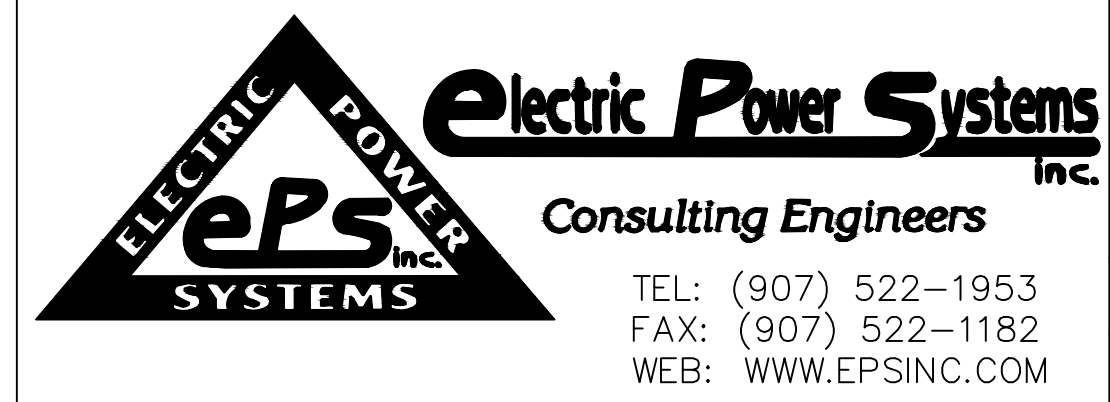
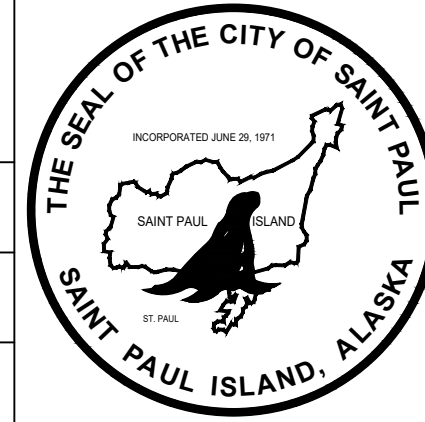


**B.O.M. FOR DISPENSER TANKS LEVEL CONTROL PANEL**

REF. NO.	UNIT	EST. QTY.	DESCRIPTION	MFGR./CATALOG NO.
01	EA	1	DIN RAIL, 6" STICK, 35MM X 7.5MM, SLOTTED	ENTRELEC/173220-05
02	EA	20	KNIFE SWITCH TERMINAL BLOCK	TE/ZS4-S
03	EA	3	2 POLE JUMPER BARS FOR ZS4	TE/JB5-2
04	EA	2	10 POLE JUMPER BARS FOR ZS4	TE/JB5-10
05	EA	2	10 POLE LATERAL JUMPER BARS FOR ZS4-S	TE/PC5-10
06	EA	45	FEED THROUGH TERMINAL	TE/ZS4
07	EA	20	FEED THROUGH BLOCK END SECTION	TE/ES4
08	EA	8	FEED THROUGH 4PT	TE/ZS6-4S
09	EA	3	FEED THROUGH 4PT, CKT SEPARATOR	TE/CS-R1
10	EA	4	FEED THROUGH 4PT, END SECTION	TE/ES6-4S
11	EA	3	2 POLE JUMPER BAR FOR ZS6-4S	TE/JB6-2
12	EA	10	FEED THROUGH GROUND BLOCK	TE/ZS4-PE
13	EA	20	TERMINAL ENDSTOP	TE/BAM4
14	EA	1	MARKER 100 BLANK, 1 PACK	TE/1SNK140000R0000
15	EA	1	MARKER NUMBERS 1-10, 10 PACK	TE/1SNK150011R0000
16	EA	1	20 AMP, 3 POLE CIRCUIT BREAKER	PHOENIX CONTACT/2907689
17	EA	1	10 AMP, 1 POLE CIRCUIT BREAKER	PHOENIX CONTACT/2907566
18	EA	1	5 AMP, 1 POLE CIRCUIT BREAKER	PHOENIX CONTACT/2907562
19	EA	1	480V SURGE PROTECTIVE DEVICE	DEHN/908355
20	EA	1	480VAC/24VDC POWER SUPPLY, 240 WATT	RHINO/PSB24-240S-3
21	EA	1	10HP TYPE F MOTOR STARTER, 24VDC	EATON/XTC0160BBTD
22	EA	1	MOTOR STARTER OL AUX CONTACT, 1 NO & 1 NC	EATON/XTPAXSA11
23	EA	1	3PDT AUX RELAY, 24VDC COIL	AB/700-HA33Z24
24	EA	2	DELAY ON TIMER, 24VDC COIL, 0-100S	AB/700-HT12BU24
25	EA	1	RELAY BASE - 11 PIN	AB/700-HN101
26	EA	2	RELAY BASE - 8 PIN	AB/700-HN100
27	EA	6	1.5 WIDE X 2" HEIGHT WIRE DUCT	CONTRACTOR SELECT
28	FT	2	4PDT RELAY, 24VDC COIL	AB/700-HF34Z24
29	EA	2	RELAY BASE - 14 PIN	AB/700-HN264

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DISPENSER TANKS LEVEL CONTROL PANEL-DTLC  
 PANEL ELEVATIONS

REF. DWG(S):  
 DRAWING NO.: SPBF-EL-4500  
 SHEET 2 OF 3



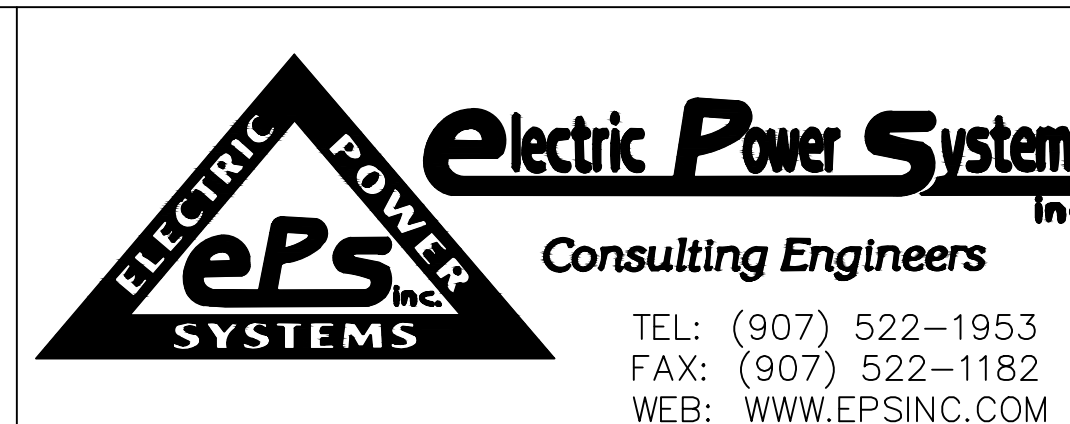
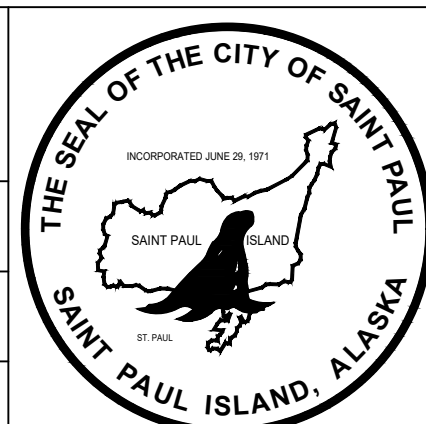
DISPENSER TANKS LEVEL PANEL-DTLC NAMEPLATE SCHEDULE								
NAMEPLATE NUMBER	QTY	LINE 1 TEXT	LINE 2 TEXT	LINE 3 TEXT	LINE 4 TEXT	LINE 5 TEXT	NAMEPLATE SIZE HEIGHT x WIDTH (IN)	TEXT HEIGHT (IN)
N100	1	DISPENSER TANKS	LEVEL	CONTROL PANEL	PANEL-DTLC		2 X 3	1/4
N101	1	UNLEADED TANK LEVEL CONTROLLER					5/8 X 5.5	1/4
N102	1	DIESEL TANK LEVEL CONTROLLER					5/8 X 5.5	1/4
N103	1	UNLEADED TANK	FULL				1 X 3	1/4
N104	1	UNLEADED TANK	HIGH ALARM				1 X 3	1/4
N105	1	UNLEADED TANK	LEVEL SWITCH	MALFUNCTION			1.5 X 3	1/4
N106	1	ALARM	SILENCE				1 X 2.5	1/4
N107	1	DIESEL TANK	LEVEL SWITCH	MALFUNCTION			1.5 X 3	1/4
N108	1	DIESEL TANK	HIGH ALARM				1 X 3	1/4
N109	1	DIESEL TANK	FULL				1 X 3	1/4
N110	1	UNLEADED PUMP	RUNNING				1 X 3	1/4
N111	1	UNLEADED PUMP	START				1 X 3	1/4
N112	1	UNLEADED PUMP	STOP				1 X 3	1/4

**NOTES**

1. ALL NAMEPLATES SHALL BE 1/16" THICK MINIMUM PLASTIC.
2. ALL NAMEPLATES SHALL HAVE EXTERIOR RATED HIGH-TACK ADHESIVE.
3. ALL NAMEPLATES SHALL BE BLACK SURFACE WITH WHITE TEXT.
4. ALL TEXT SHALL BE "ARIAL BOLD" FONT.
5. EACH LINE OF TEXT SHALL BE CENTERED ON THE NAMEPLATE.
6. ALL TEXT SHALL BE UPPER CASE.
7. ALL DIMENSIONS SHOWN IN INCHES.

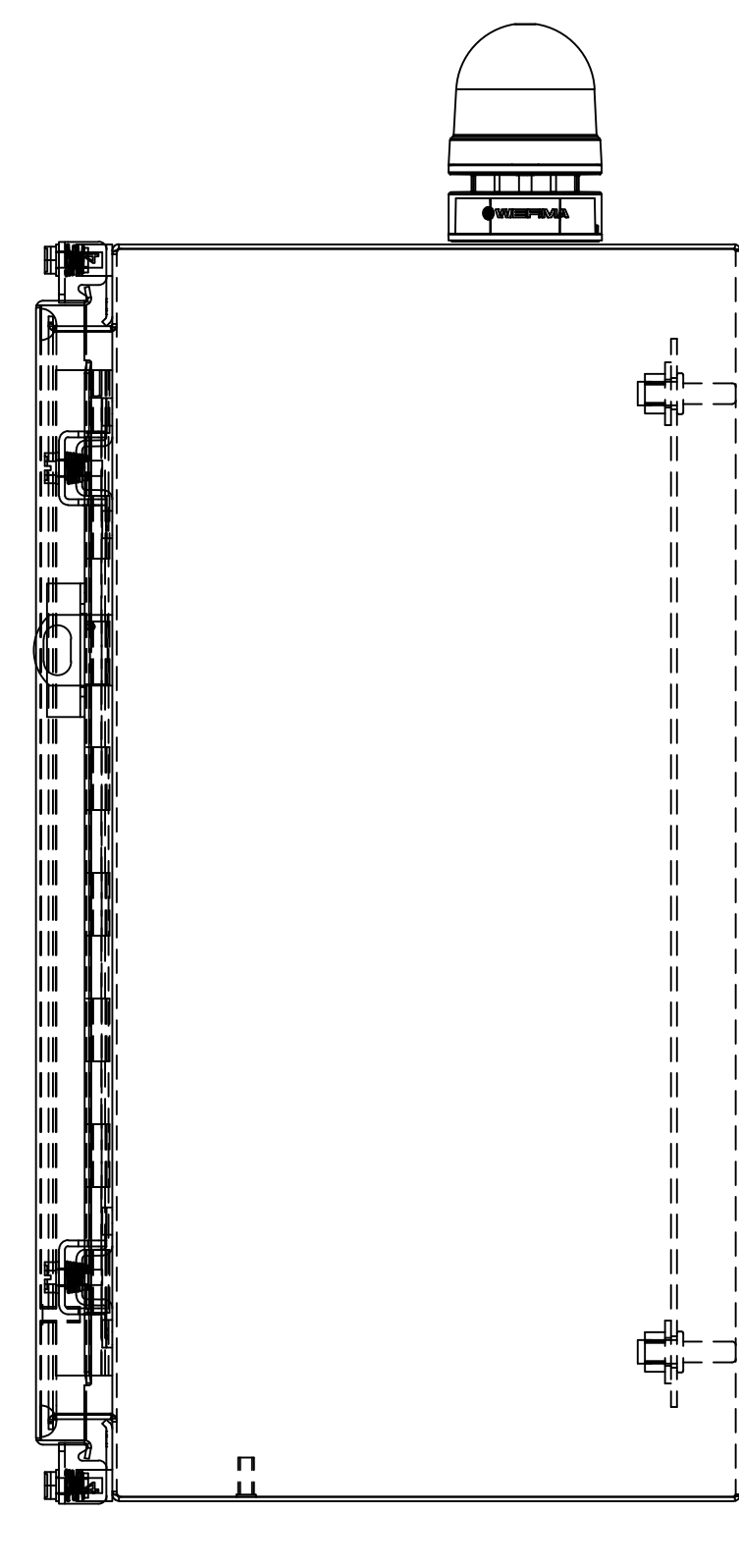
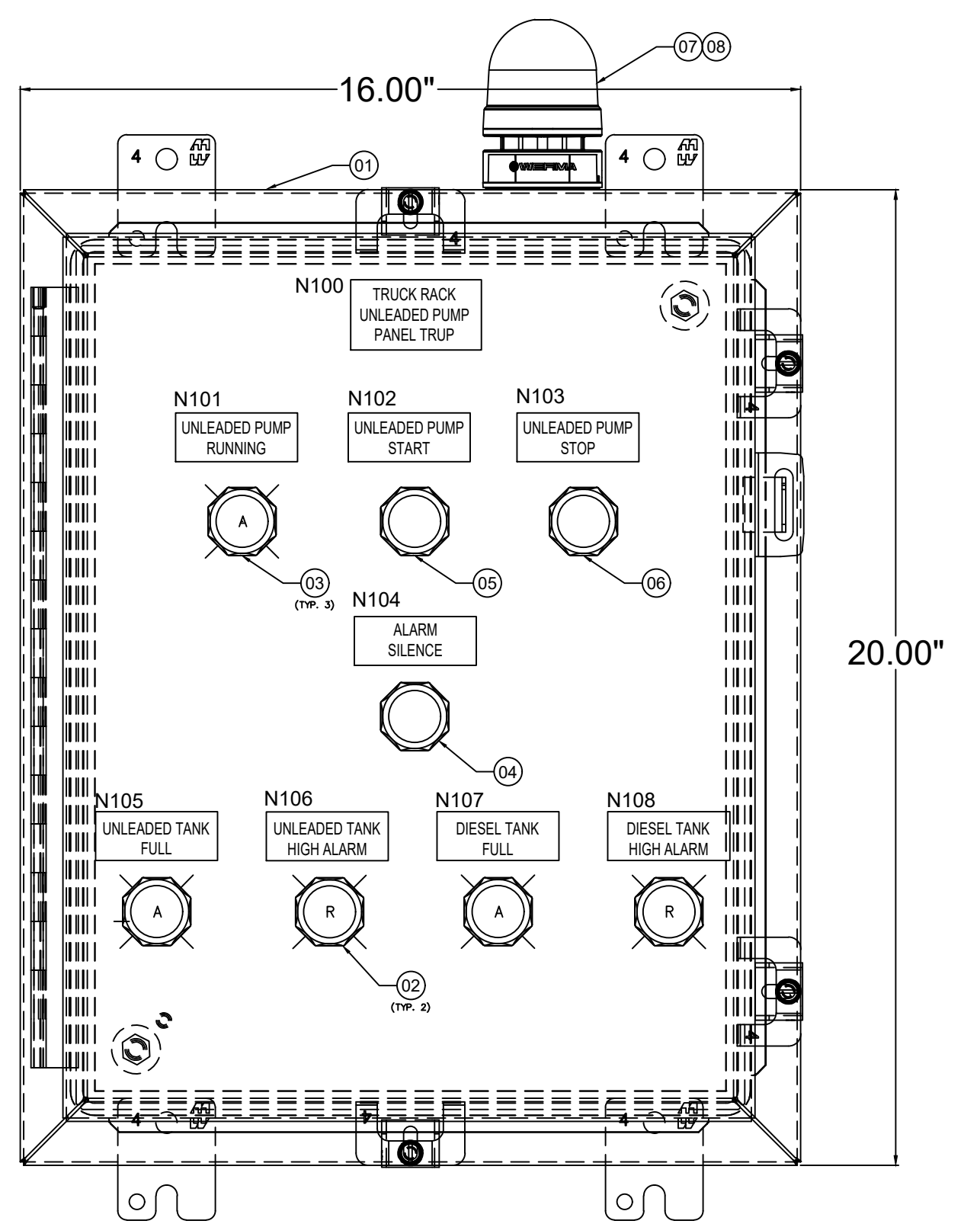
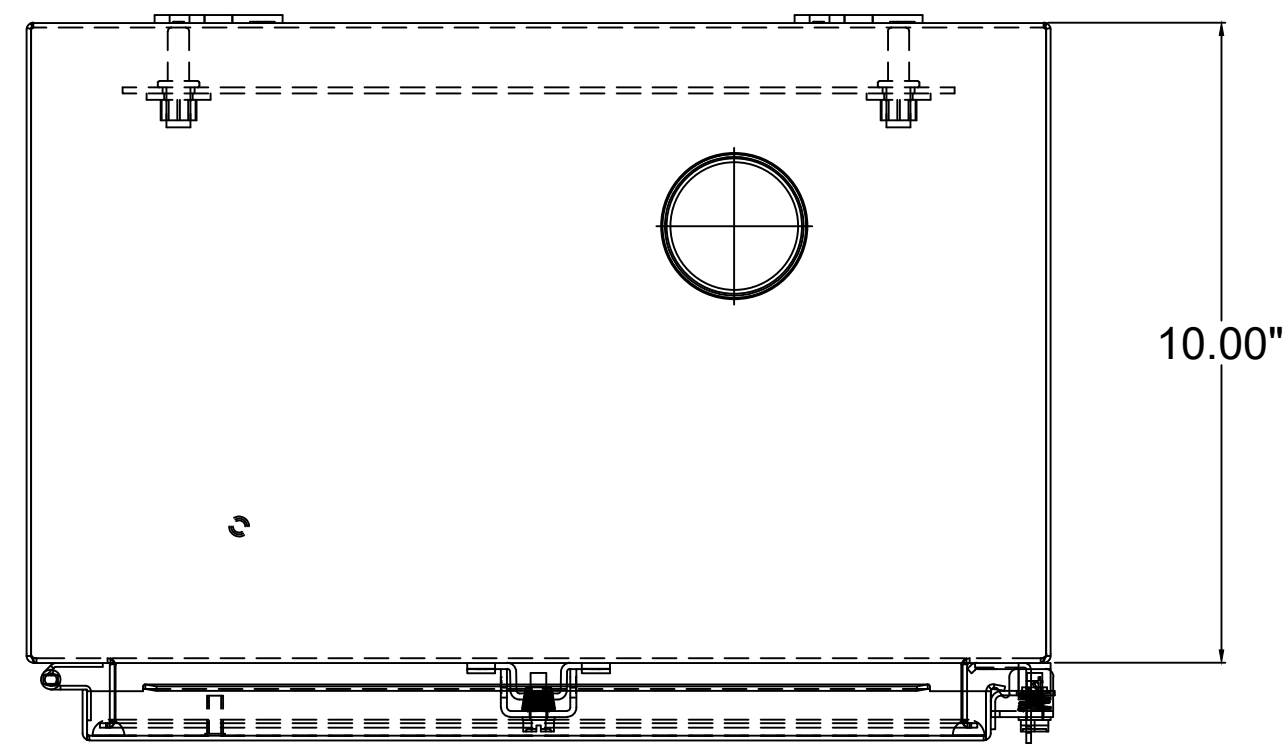


PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025

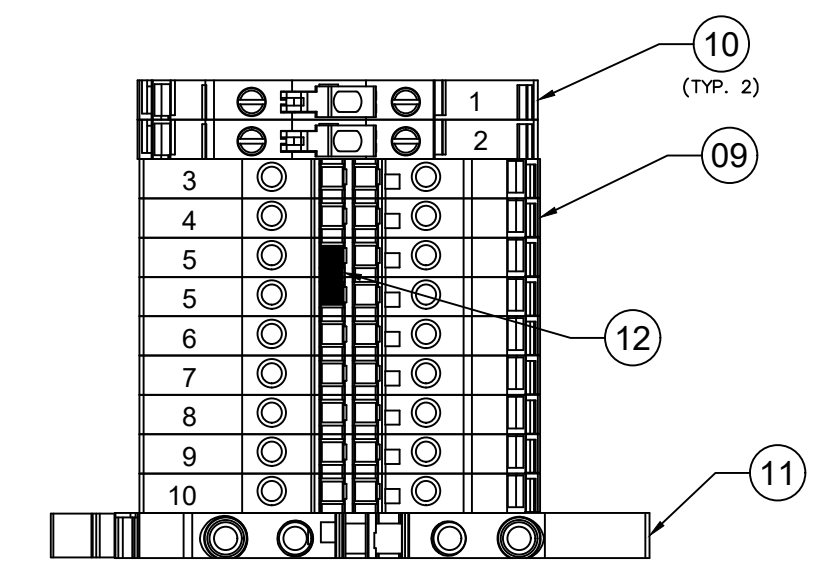


DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES DISPENSER TANKS LEVEL CONTROL PANEL-DTLC NAMEPLATE SCHEDULE
REF. DWG(S):	spbf-el-4500_3
DRAWING NO.:	SPBF-EL-4500
SHEET	3 OF 3





B.O.M. FOR TRUCK RACK UNLEADED PUMP PANEL-TRUP				
REF. NO.	UNIT	EST. QTY.	DESCRIPTION	MFGR./CATALOG NO.
01	EA	1	ENCLOSURE, 20x16x10, NEMA 4X, STAINLESS	HAMMOND/1418N4SSC10
02	EA	2	22mm LED PILOT LIGHT, RED, 24VDC	IDEC/APW299D-R-24V
03	EA	3	22mm LED PILOT LIGHT, AMBER, 24VDC	IDEC/APW299D-A-24V
04	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, BLACK	IDEC/ABW120-B
05	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, GREEN	IDEC/ABW120-G
06	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, RED	IDEC/ABW202-R
07	EA	1	HORN/STROBE, 24VDC, RED	WERMA/46012075
08	EA	1	HORN/STROBE BASE	WERMA/26070001
09	EA	9	FEED THROUGH BLOCK	TE/ZS4
10	EA	2	SWITCH TERMINAL BLOCK	TE/ZS4-S
11	EA	1	GND TERMINAL BLOCK	TE/ZS6-4S-PE
12	EA	1	2 POLE JUMPER BARS FOR ZS4	TE/JB5-2
13	EA	AS REQUIRED	DIN RAIL	CONTRACTOR SELECT
14	EA	AS REQUIRED	1.5' X 1.5' WIRE DUCT	CONTRACTOR SELECT

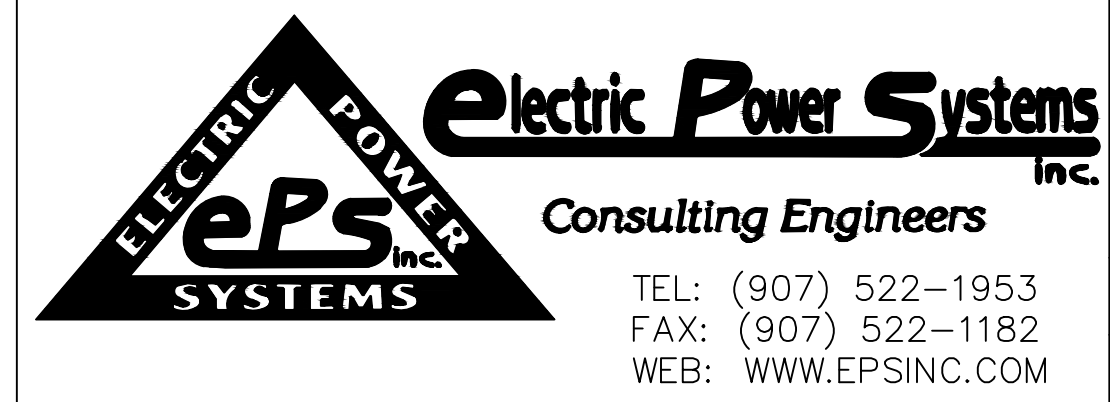
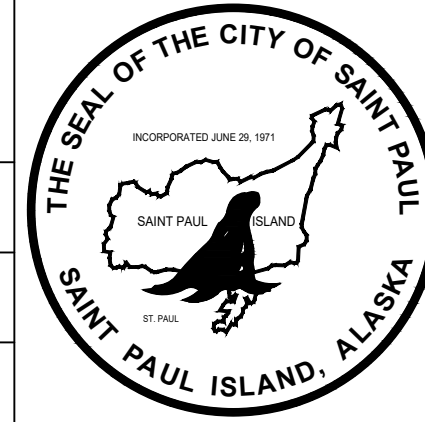


**PANEL-TRUP SEQUENCE OF OPERATIONS**

1. UNLEADED PUMP CONTROLS
  - 1.1. PUMP SHALL TURN ON WHEN "PUMP ON" BUTTON IS PRESSED.
  - 1.2. PUMP SHALL TURN OFF WHEN "PUMP OFF" BUTTON IS PRESSED.
  - 1.3. PUMP RUNNING LIGHT SHALL ILLUMINATE WHEN PUMP IS RUNNING
  - 1.4. NOTE: PUMP OPERATION IS FULLY MANUAL, AND ALARMS WON'T TURN OFF PUMP. BEST PRACTICE WILL BE TO MANUALLY TURN OFF PUMP WHEN FULL LIGHT IS ACTIVATED.
2. ON INPUT FROM UNLEADED TANK LEVEL TRANSMITTER SHOWING 85% LEVEL (ADJUSTABLE), CONTROLLER SHALL LIGHT UP "UNLEADED TANK FULL" INDICATOR LIGHT ON PANEL.
3. ON INPUT FROM DIESEL TANK LEVEL TRANSMITTER SHOWING 85% LEVEL (ADJUSTABLE), CONTROLLER SHALL LIGHT UP "UNLEADED TANK FULL" INDICATOR LIGHT ON PANEL.
4. ALARM:
  - 4.1. ON INPUT FROM UNLEADED TANK HIGH ALARM SWITCH OR UNLEADED TANK CONTROLLER INDICATING A HIGH ALARM LEVEL, UNLEADED TANK HIGH ALARM LIGHT AND HORN SHALL ACTIVATE.
  - 4.2. ON INPUT FROM DIESEL TANK HIGH ALARM SWITCH OR DIESEL TANK CONTROLLER INDICATING A HIGH ALARM LEVEL, DIESEL TANK HIGH ALARM LIGHT AND HORN SHALL ACTIVATE.
  - 4.3. WHEN ALARM IS SOUNDING, PRESSING THE "ALARM SILENCE" BUTTON SHALL SILENCE THE AUDITORY ALARM.

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 TRUCK RACK UNLEADED PUMP PANEL-TRUP  
 PANEL ELEVATIONS

REF. DWG(S):  
 DRAWING NO.: SPBF-EL-4510

SPBF-EL-4510

SHEET 1 OF 2



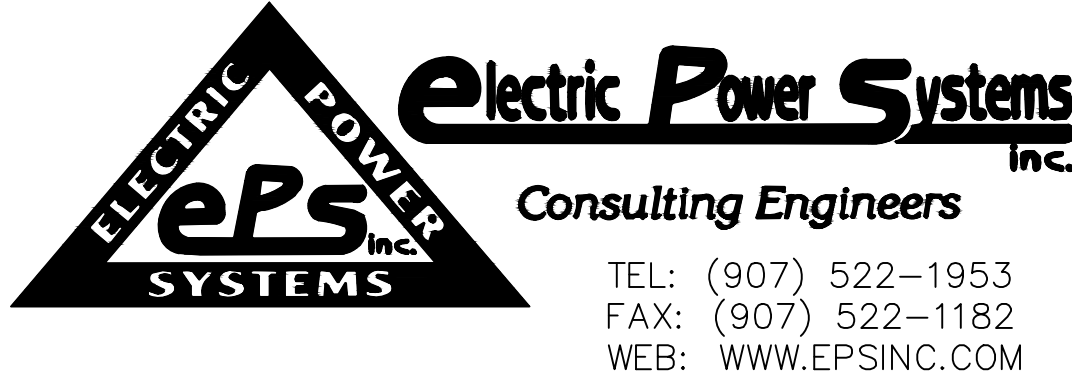
TRUCK RACK UNLEADED PUMP PANEL-TRUP NAMEPLATE SCHEDULE							
NAMEPLATE NUMBER	QTY	LINE 1 TEXT	LINE 2 TEXT	LINE 3 TEXT	LINE 4 TEXT	NAMEPLATE SIZE HEIGHT x WIDTH (IN)	TEXT HEIGHT (IN)
N100	1	TRUCK RACK	UNLEADED PUMP	PANEL-TRUP		1.5 X 3	1/4
N101	1	UNLEADED PUMP	RUNNING			1 X 3	1/4
N102	1	UNLEADED PUMP	START			1 X 3	1/4
N103	1	UNLEADED PUMP	STOP			1 X 3	1/4
N104	1	ALARM	SILENCE			1 X 2.5	1/4
N105	1	UNLEADED TANK	FULL			1 X 3	1/4
N106	1	UNLEADED TANK	HIGH ALARM			1 X 3	1/4
N107	1	DIESEL TANK	HIGH ALARM			1 X 3	1/4
N108	1	DIESEL TANK	FULL			1 X 3	1/4

**NOTES**

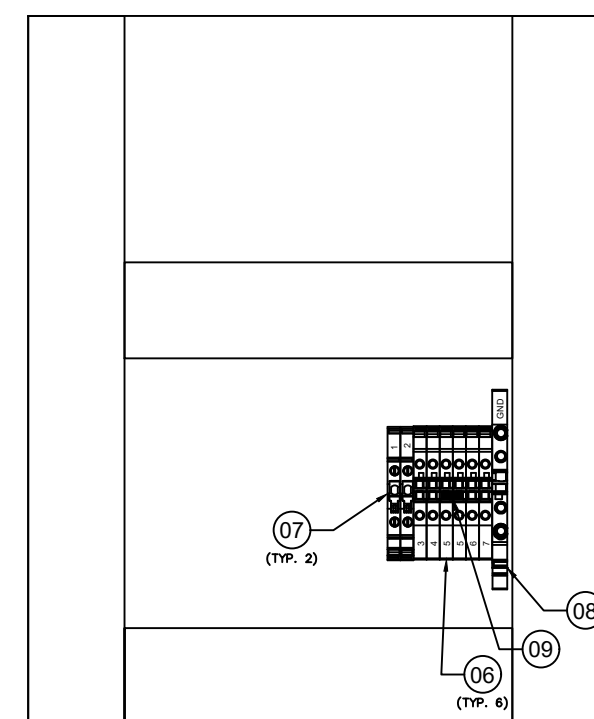
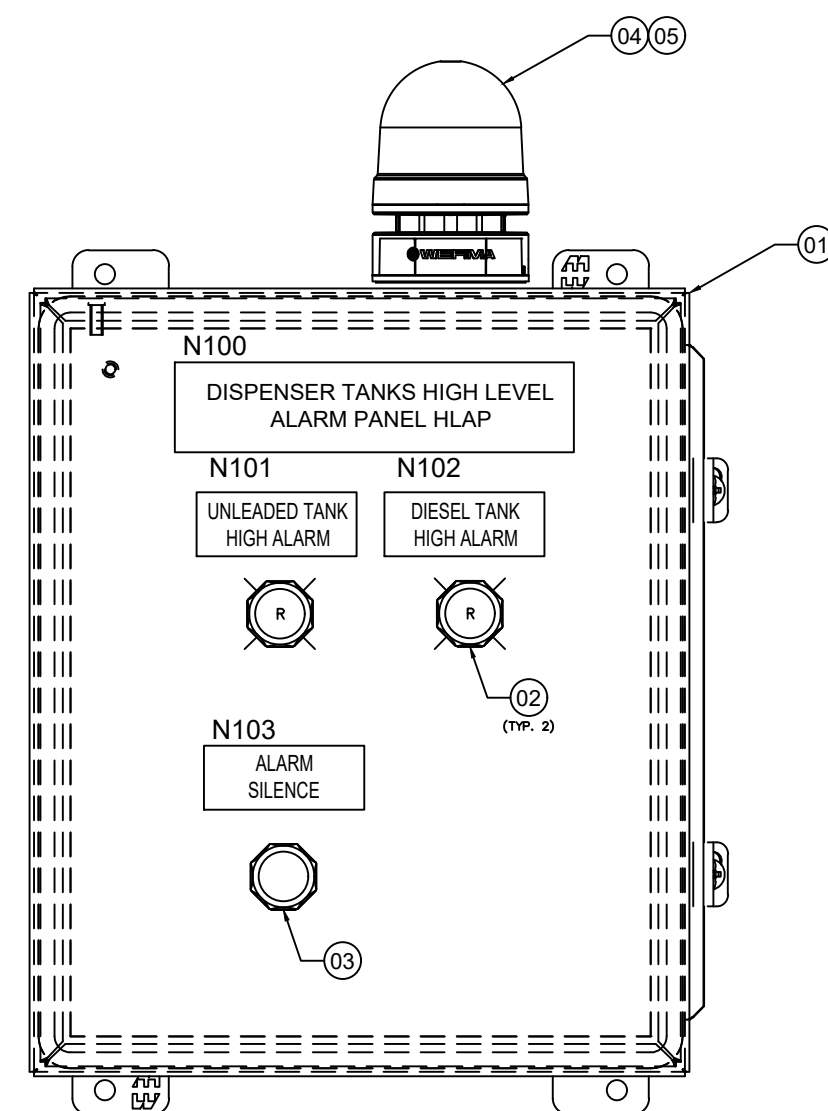
1. ALL NAMEPLATES SHALL BE 1/16" THICK MINIMUM PLASTIC.
2. ALL NAMEPLATES SHALL HAVE EXTERIOR RATED HIGH-TACK ADHESIVE.
3. ALL NAMEPLATES SHALL BE BLACK SURFACE WITH WHITE TEXT.
4. ALL TEXT SHALL BE "ARIAL BOLD" FONT.
5. EACH LINE OF TEXT SHALL BE CENTERED ON THE NAMEPLATE.
6. ALL TEXT SHALL BE UPPER CASE.
7. ALL DIMENSIONS SHOWN IN INCHES.



PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES			
DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR		W.O. : 24-0293	
NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME:	CITY OF SAINT PAUL BULK FUEL UTILITY UPGRADES TRUCK RACK UNLEADED PUMP PANEL-TRUP PANEL ELEVATIONS
REF. DWG(S):	spbf-el-4510_2
DRAWING NO.:	SPBF-EL-4510
SHEET	2 OF 2



REF. NO.	UNIT	EST. QTY.	DESCRIPTION	MFGR./CATALOG NO.
01	EA	1	ENCLOSURE 12X10X6 NEMA 4X 316 STAINLESS	HAMMOND/1414N4PHS16K6
02	EA	2	22mm LED INDICATOR, RED, 24VDC	IDEC/APW299D-R-24V
03	EA	1	22mm PUSHBUTTON, NON-ILLUMINATED, BLACK	IDEC/ABW120-BGR
04	EA	1	HORN/STROBE, 24VDC, RED	WERMA/46012075
05	EA	1	HORNS/STROBE BASE	WERMA/26070001
06	EA	6	FEED THROUGH BLOCK	TE/ZS4
07	EA	2	SWITCH TERMINAL BLOCK	TE/ZS4-S
08	EA	1	GND TERMINAL BLOCK	TE/ZS6-4S-PE
09	EA	1	2 POLE JUMPER BARS FOR ZS4	TE/JB5-2
10	EA	AS REQUIRED	DIN RAIL	CONTRACTOR SELECT
11	EA	AS REQUIRED	1.5' X 1.5' WIRE DUCT	CONTRACTOR SELECT

1 PANEL H LAP FRONT AND BACKPANEL ELEVATIONS



DISPENSER TANKS HIGH LEVEL ALARM PANEL-HLAP NAMEPLATE SCHEDULE

NAMEPLATE NUMBER	QTY	LINE 1 TEXT	LINE 2 TEXT	NAMEPLATE SIZE HEIGHT x WIDTH (IN)	TEXT HEIGHT (IN)
N100	1	DISPENSER TANKS HIGH LEVEL	ALARM PANEL H LAP	1 X 5	1/4
N101	1	UNLEADED TANK	HIGH ALARM	1 X 3	1/4
N102	1	DIESEL TANK	HIGH ALARM	1 X 3	1/4
N103	1	ALARM	SILENCE	1 X 2.5	1/4

REMOTE ALARM PANELS SEQUENCE OF OPERATIONS

1. ALARM:
  - 1.1. ON INPUT FROM UNLEADED TANK HIGH ALARM SWITCH OR UNLEADED TANK CONTROLLER INDICATING A HIGH ALARM LEVEL, UNLEADED TANK HIGH ALARM LIGHT AND HORN SHALL ACTIVATE.
  - 1.2. ON INPUT FROM DIESEL TANK HIGH ALARM SWITCH OR DIESEL TANK CONTROLLER INDICATING A HIGH ALARM LEVEL, DIESEL TANK HIGH ALARM LIGHT AND HORN SHALL ACTIVATE.
  - 1.3. WHEN ALARM IS SOUNDING, PRESSING THE "ALARM SILENCE" BUTTON SHALL SILENCE THE AUDITORY ALARM.

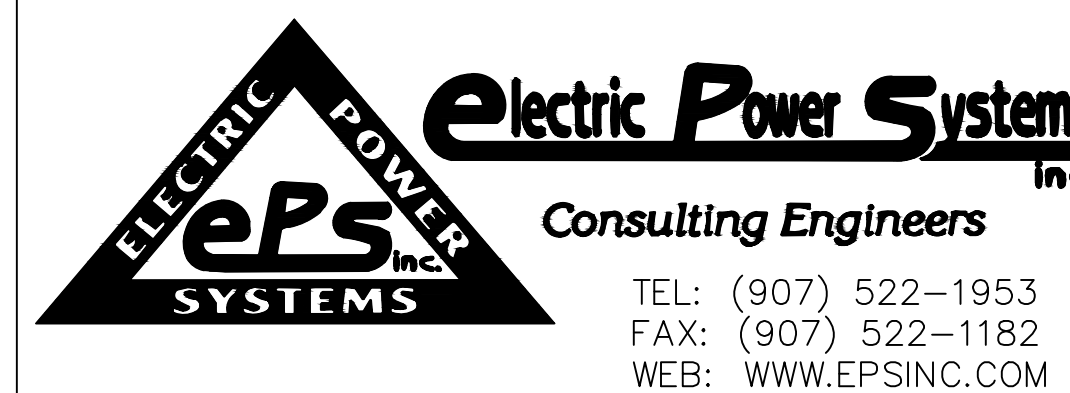
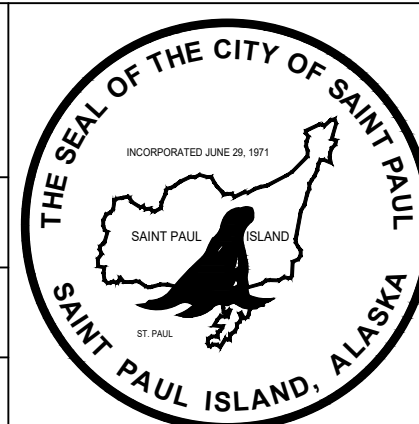
NOTES

1. ALL NAMEPLATES SHALL BE 1/16" THICK MINIMUM PLASTIC.
2. ALL NAMEPLATES SHALL HAVE EXTERIOR RATED HIGH-TACK ADHESIVE.
3. ALL NAMEPLATES SHALL BE BLACK SURFACE WITH WHITE TEXT.
4. ALL TEXT SHALL BE "ARIAL BOLD" FONT.
5. EACH LINE OF TEXT SHALL BE CENTERED ON THE NAMEPLATE.
6. ALL TEXT SHALL BE UPPER CASE.
7. ALL DIMENSIONS SHOWN IN INCHES.

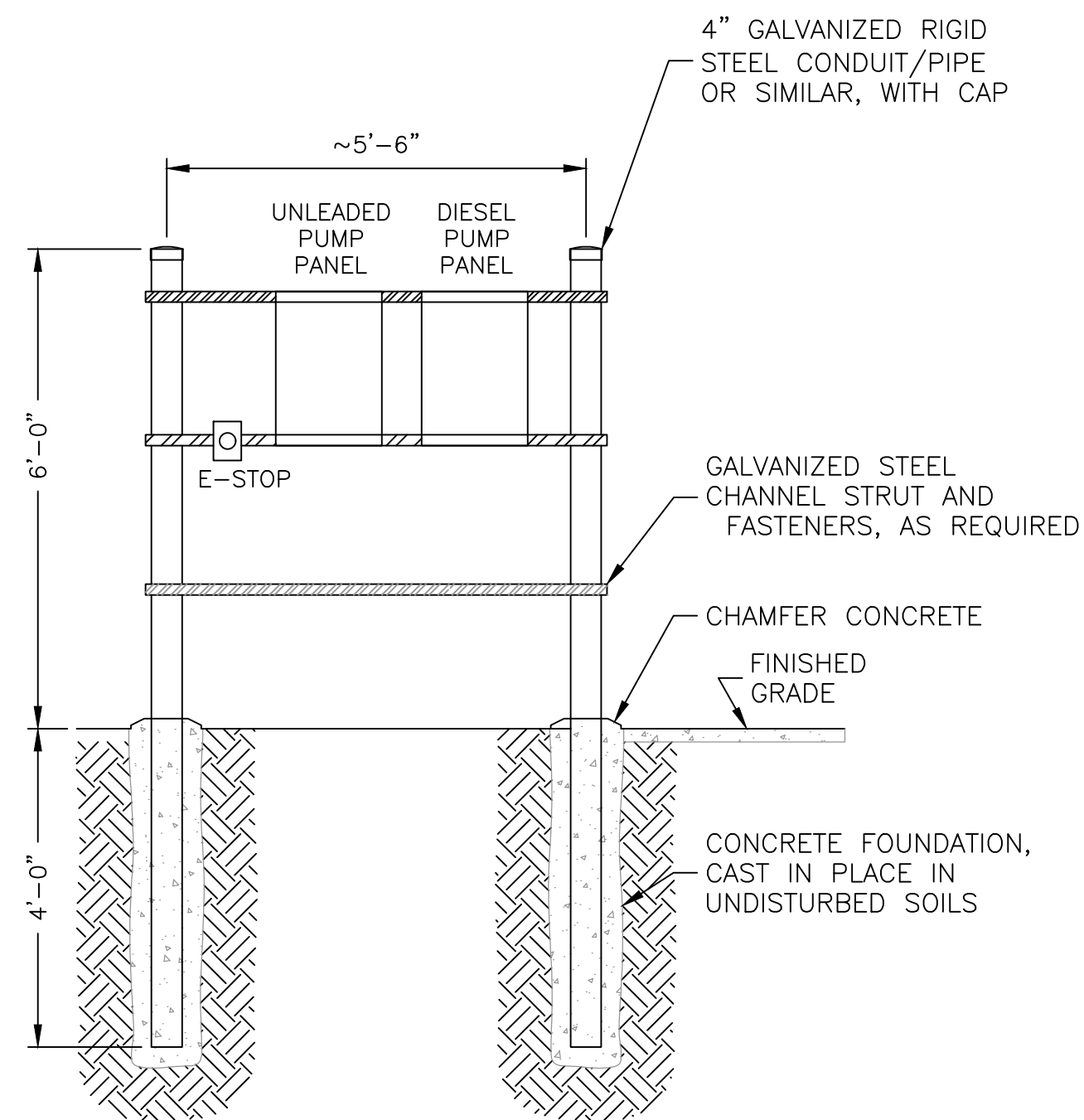


PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 DISPENSER TANKS HIGH LEVEL ALARM PANEL H LAP  
 REMOTE PANEL ELEVATIONS  
 REF. DWG(S):  
 DRAWING NO.: SPBF-EL-4515  
 SHEET 1 OF 1

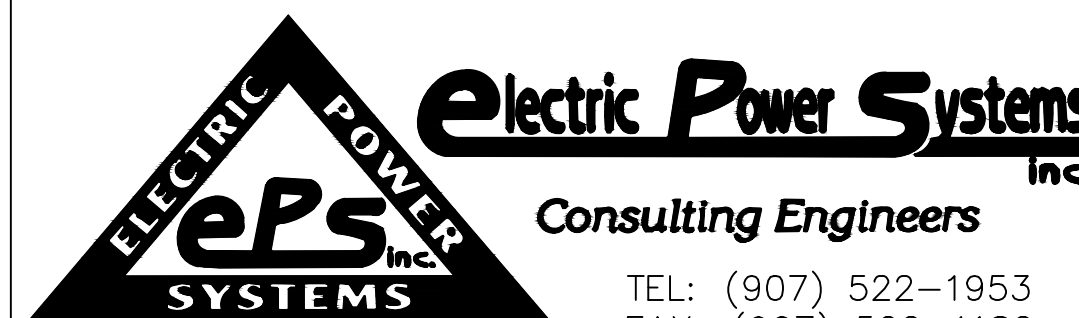


1 TRUCK RACK PANEL MOUNT

SECONDARY SERVICE MOUNTING

PROJECT: CITY OF SAINT PAUL/BULK FUEL UTILITY UPGRADES  
 DESIGNER/PROJ. ENG.: KELLY KAMPEN/DAVE HARR W.O. : 24-0293

NO	DESIGN/CONSTRUCTION/AS-BUILT REVISION	DWN BY/DATE	REVIEWED BY/DATE
0	ISSUED FOR CONSTRUCTION	KJK/02-17-2025	DAH/02-17-2025



DRAWING NAME: CITY OF SAINT PAUL  
 BULK FUEL UTILITY UPGRADES  
 PANEL MOUNTING RACK  
 DETAIL

REF. DWG(S):  
 DRAWING NO.: SPBF-EL-5001

SPBF-EL-5001

SHEET 1 OF 1

