

	REQUEST FOR QUOTATION (RFQ) (THIS IS NOT AN ORDER)	City of Shaktoolik, Alaska
	Quotations will be received until: 2:00 PM (AK Time), 06-22-2012	Attn.: Eugene Asicksik, Mayor c/o: Mark Spafford 510 L Street, Suite 410 Anchorage, AK 99501
	RFQ No.: 2012-01 Issue Date: 06/08/2012	Page 1 of 53

Vendor Notice (This is NOT a Purchase Order)

This is an informal quotation that will be not read at a public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price to the identified F.O.B. destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope, **or email complete quotation to: mspafford@denali.gov prior to deadline.**

F.O.B. Location: City of Shaktoolik Shaktoolik, Alaska 99771	Performance Period: Delivery and Installation of the prefabricated tank insulation system must occur before 9/15/2012	BUYER'S REPRESENTATIVE: Name: Mark Spafford E-mail: mspafford@denali.gov 907-279-1197 Fax: 907-271-1415
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Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	Provide, deliver, and install a prefabricated Water Storage Tank insulation system for the City of Shaktoolik, Alaska. All work to be done in strict accordance with the attached Statement of Work, Technical Specifications, and Technical Drawing(s).	1	EA	\$ _____	\$ _____
<p>This Request for Quotations consists of the following documents: RFQ front sheet, 1 page PO Instructions to Offerors/Terms and Conditions / Labor Provisions, 9 pages Davis-Bacon: General Decision Number: AK20100001 09/24/2010, 16 pages Performance and Payment Bond, 2 pages Statement of Work, 3 pages Technical Specifications, 6 pages Technical Drawings, 2 page Shaktoolik Water Storage Tank Site Assessment, 8 pages Water Storage Tank Condition Report, 6 pages</p>					
NOTE: INSURANCE REQUIRED IN ACCORDANCE WITH ITEM #26 OF PURCHASE ORDER TERMS					
Total Amount: \$ _____					

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order.

Payment Terms: _____

Company Name:	Mailing Address:	State:	ZIP Code:
Alaska Business License No.:	Vendor Tax I.D. No.:	Do you qualify for Indian/Native Preference? [] Yes [] No	
E-mail Address:	Phone No.:	Fax No.:	

_____	_____	_____
Signature	Date	Typed Name and Title

INSTRUCTIONS TO OFFERORS

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' questions concerning defects and questionable or objectionable materials and services contained within the RFQ must be made in writing and addressed to the Owner's Representative and received within seven (7) days before the date and time set for receipt of quotes. This will allow time for the Owner to issue an amendment if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices.
- 2. AWARD STATEMENT:** Award will be made to the lowest, most responsive Vendor providing quotation. The CITY reserves the right to reject any or all quotations.
- 3. QUOTATION FORMS:** Offerors shall use this and attached forms when submitting quotes. A photocopied quote may be submitted.
- 4. SUBMISSION:** Quotations shall be signed where applicable and received at the designated location, no later than as indicated.
- 5. QUOTE REJECTION:** The CITY reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the Offeror in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- 7. PRICES:** The Offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the F.O.B. point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the CITY, the offeror may list such taxes separately, directly below the bid price for the affected item.
- 8. PAYMENT FOR CITY PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the CITY, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.
- 9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the CITY shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
- 10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the CITY before payment will be made.
- 11. TITLE:** Title passes to the CITY for each item at the F.O.B. destination.
- 12. COMPLIANCE:** In the performance of a contract that results from this RFQ, the Offeror must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 13. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an Offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 14. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 15. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of 90 days from the date of quote opening.
- 16. QUOTE PREPARATION COSTS:** The CITY is not responsible or liable for any costs incurred by the Offeror in quote preparation.
- 17. CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 18. SUBCONTRACTOR(S):** Within five working days of notice, the apparent low Offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the Offeror if prior written approval is obtained from the CITY. The CITY may approve new or different subcontractors at his or her discretion.

19. LATE QUOTES: Quotes received after the time and date set for receipt of the quotes may be accepted when determined, at the sole discretion of the CITY.

20. CONTRACT EXTENSION: Unless otherwise provided in this RFQ, the CITY and the successful Offeror agree to the following: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect; and, (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

21. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the Offeror is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

22. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The CITY is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the CITY under this RFQ. The CITY Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

23. PURCHASE ORDER TERMS AND CONDITIONS: Any award issued as a result of this solicitation shall be subject to the attached Purchase Order Terms and Conditions.

24. PROTESTS: Any actual or prospective Offeror who disputes the reasonableness, necessity or competitiveness of the terms and/or conditions of the RFQ, selection or award recommendation shall file such protest in writing to the CITY within seven (7) days following the set time for receipt of quotes. If any disputes occur pertaining to offers, which are imbalanced or much lower than the project estimate, the Offeror may be required to submit detailed estimator take-offs to support the claims of the offeror.

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions are hereby made a part of this City of Shaktoolik (CITY) Purchase Order unless otherwise specified on the face of this order:

1. ACCEPTANCE OF TERMS: (a) The goods and services shall be furnished by the Vendor subject to and in accordance with this order. Vendor's acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this order by the Vendor shall constitute unqualified acceptance of all its terms and conditions. (b) Any additional or different terms and conditions which may appear in any communication from the Vendor or in any printed form of the Vendor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by the CITY. No such additional or different terms or conditions shall become part of the order despite the CITY's receipt thereof unless the CITY specifically agrees in writing to their inclusion.

2. SHIPPING INSTRUCTIONS: (a) Shipments will be prepaid via cheapest common carrier, F.O.B. destination, unless otherwise stated in this order. C.O.D. shipments will not be accepted. (b) The CITY Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices. (c) All shipments of hazardous material must be accompanied by Material Safety Data Sheets (MSDS) in accordance with applicable laws.

3. TIME OF DELIVERY: Time of delivery and completion is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time.

4. VARIATION IN QUANTITY: No variation in quantity will be accepted unless specifically authorized elsewhere in this purchase order or agreed to in writing by the CITY.

5. PRICE: (a) The CITY shall receive the benefit of any general reduction in Vendor's price prior to delivery and in no event shall the CITY be charged higher prices than Vendor's similar customers who take delivery in substantially the same amounts and similar circumstances. (b) Prices shall be inclusive of all federal, state, and local taxes except those taxes from which the CITY as a purchaser is exempt or immune.

6. PAYMENTS: Payments for goods and services furnished under this order will be due 30 days after the latter of the following: (1) receipt and acceptance of goods or services; (2) receipt of proper billing for such goods or services; or, (3) receipt of all documents required by the order.

7. REIMBURSEABLE EXPENSES: The following related expenses are to be reimbursed at "cost" by the CITY. All invoices for reimbursement of expenses must be accompanied by the actual itemized receipt for the expense. The Vendor may opt to utilize the Federal Per Diem Rate in lieu of invoice(s) for actual expenses but this shall be disclosed prior to contract award. **NOTE:** Reimbursement for alcohol is not authorized.

* **AIRFARE:** Actual cost of coach airfare

* **PER DIEM (LODGING/MEALS/INCIDENTALS):** Actual cost not to exceed established Federal Per Diem Rate for Nome, AK

* **LOCAL TRANSPORTATION (RENTAL CAR):** Actual cost not to exceed reasonable rates within Nome, AK.

8. DISCOUNT DATE: Cash discount period on any invoice received shall commence on the date shipment is received or accepted by the CITY or date of receipt of invoice, whichever is later.

9. INSPECTION AND ACCEPTANCE OF GOODS: (a) All work performed and all goods delivered are subject to the CITY's inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to hidden damage found in a timely manner, latent defects, fraud, such gross mistakes as amount to fraud, and exercise of warranties. (b) Goods rejected by the CITY for any reason may be held, transported and/or stored by the CITY at Vendor's sole expense. On items delivered in error or in excess of the quantity ordered or authorized, the CITY reserves the right to return said items at Vendor's expense. Vendor agrees to hold the CITY harmless for any damages, destruction, or other loss during such return. (c) Vendor shall promptly reimburse the CITY for any expense that the CITY has advanced on Vendor's behalf in holding, transporting and/or storing, rejected or nonconforming goods or over shipments.

10. RIGHT TO INSPECT PLANT AND WORK: The CITY may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Vendor or any subcontractor which is related to the performance of this order.

11. WAIVER: The waiver of any breach of the terms of this order by the CITY shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered or services constitute such waiver.

12. WARRANTIES: (a) Vendor warrants that all articles, materials, and equipment supplied under this order conform to the technical specifications and drawings of this order, to be of merchantable quality, and to be free from defect in materials and workmanship. (b) Vendor shall honor standard commercial guarantees and warranties offered by the manufacturer and any other specific warranty or guarantee specified elsewhere in this order.

13. LIENS OR CLAIMS: Vendor warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim.

14. ASSIGNMENT: This order, including the right to receive payment of, is not transferable, or otherwise assignable without the express prior written consent of the CITY. Requests for transfer or assignment must be in writing, and in advance. An instrument of assignment is subject to prior claims of persons, firms, and corporations for services or supplies provided in the performance of this order.

15. AUTHORITY: The City representative whose name appears on the face of this order has the authority to act as agent for the CITY. Vendor is cautioned that instructions contrary to the provisions of this order, which are received from CITY employees not specifically delegated authority to act in this matter, are not valid or binding on the CITY, and are a violation of CITY policy and procedures.

16. CHANGES: No modification of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of the CITY.

17. COMPARATIVE FAULT: Vendor shall be responsible for its own damages or injuries to Vendor as result of its own employees, property or person acting for or on behalf of Vendor from whatever cause. All actions or claims including costs and expenses resulting from injuries or damages or death sustained by any person

or property arising from the Vendor's performance of this contract which are caused by the joint negligence of the Vendor and the CITY shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the CITY must be a direct result of active involvement by the CITY.

18. TERMINATION, DELAYS AND EXCUSED PERFORMANCE: (a) The CITY may, by written notice stating the extent and effective date, terminate this order for convenience, in whole or in part, at any time. The CITY shall pay the Vendor as full compensation for performance until such termination: (i) the unit or pro rata price for the delivered and accepted portion; (ii) A reasonable amount, as approved by the procurement officer, not otherwise recoverable from other sources by the Vendor with respect to the undelivered, unperformed or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the total order price. (b) The CITY may, by written notice, terminate the order for Vendor's default, in whole or in part, at any time, if the Vendor refuses or fails to comply with the provisions of the order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Vendor shall be liable for any and all damages incurred by the CITY including but not limited to cost of inspections, receipt, transportation, care, custody and cover cost. Vendor shall also be liable for any and all consequential damages incurred by the CITY that are related to such breach. (c) If performance is delayed through no fault, and for reasons beyond the reasonable control of the Vendor, an extension of time may be granted for completion. If a delay is determined to have been caused by the CITY, the time for performance, and the price of the order may be subject to adjustment. (d) Vendor shall in any event notify the CITY without delay when Vendor has reason to believe performance will or may be delayed.

19. ROYALTIES, LICENSES, AND PERMITS: Vendor shall pay all royalties and fees to obtain licenses and permits relating to items or services provided in this order.

20. LIABILITY FOR CITY-FURNISHED PROPERTY: Vendor assumes complete liability for any tools, articles or materials, if any, furnished by the CITY to Vendor in connection with this order. Vendor agrees to pay for all such items so furnished and spoiled by it or not otherwise accounted for to the CITY's satisfaction. The furnishing to Vendor of any tools, articles or material in connection with this order shall not unless otherwise expressly provided, be construed to vest title thereto in Vendor.

21. RETENTION, EXAMINATION AND AUDIT OF RECORDS: The CITY and the U.S. Comptroller General or their agents may, at reasonable times and places, examine, copy, and audit the books and records of the Vendor to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Vendor shall maintain books and records that relate to the order for three years after the date of final payment under the order.

22. OTHER APPLICABLE LAWS: The Vendor will comply with any provision required to be included in an order of this type by any applicable and valid Executive Order, Federal, State, or local law, ordinance, rule or regulation, grant, or contract, including but not limited to the following: Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c et seq), Anti-Kickback Act of 1986 (41 U.S.C. 51-58 et seq), section 6032 of the Deficit Reduction Act of 2005, Davis-Bacon Act (40 U.S.C. 276a to 276a-7), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333 et seq), Clean Air Act (42 U.S.C. 7401 et seq), and Clean Water Act (33 U.S.C. 1251 et seq). Each are incorporated by reference in this order. Vendor shall comply with the CITY's policies regarding detection and prevention of health care fraud and abuse in accordance with section 6032 of the Deficit Reduction Act of 2005 and will exercise due diligence to promptly report any suspected fraud, waste, and abuse through appropriate channels.

23. PATENTS AND COPYRIGHTS: Unless otherwise provided in this order, any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of CITY and subject to applicable provisions of the CITY's rules and regulations.

24. OWNERSHIP OF MEDIA RELATED MATERIAL: Vendor agrees that all Work Products (defined below) shall be upon its creation the sole property of the CITY. To the extent any Work Product is subject to copyright, Vendor agrees that such Work Product shall be considered "work for hire" within the meaning of the United States Copyright Act, whether or not used by the CITY, and that the CITY shall be considered the "author" of such Work Product within the meaning of the Act. All copyrights in the Work Product shall be owned exclusively by the CITY on their creation, and Vendor expressly disclaims any interest in them. In the event, and to the extent, that any Work Product subject to copyright is found as a matter of law not to be "work for hire" within the meaning of the United States Copyright Act, Vendor hereby assigns to the CITY the sole and exclusive right, title, and interest in the Work Product, copyrights to, and all copies of, the Work Product, in any medium and without further consideration, and agrees to assist the CITY to register, and from time to time to enforce, the copyrights. Regardless of whether the Work Product is subject to copyright, Vendor hereby assigns and agrees to assign to the CITY all right, title, and interest to the Work Product, including without limitation all trademark, patent, and other intellectual property rights. Vendor agrees to execute such documents as may be necessary, in the CITY's judgment, to evidence and/or secure the CITY's ownership rights and assignments under this paragraph. As used in this paragraph, "Work Product" means all work product, tangible and intangible, created by Vendor in the course of its work for the CITY, and includes without limitation all writings; all photographic images, whether negatives, prints, transparencies, digital data, or otherwise; all videos and films, including without limitation all raw footage and edit masters; all software and data; all discoveries and inventions; all intermediate works, including without limitation all notes, outlines, and the like; all reproductions of any of the foregoing in any media whatsoever; and all derivative works based on any of the foregoing.

25. DISPUTES: Any dispute, which may arise between the Vendor and the CITY, in any manner concerning this order, shall be resolved in accordance with CITY policy and procedures.

26. INSURANCE: During performance of services covered by this Purchase Order, and for at least one year thereafter, Vendor shall maintain, as a minimum, the insurance coverage's listed below. Prior to execution of this Purchase Order, Vendor shall submit to the CITY a Certificate of Insurance evidencing such insurance coverage.

Workers' Compensation and Employers Liability	The Vendor must maintain Workers Compensation Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employer's Liability Insurance not less than \$500,000 each employee, each accident. The Vendor shall also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Where applicable, for both the Vendor and subcontractor, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
Commercial General Liability	The Vendor shall maintain a Commercial General Liability (CGL) Insurance policy, per project, for Bodily Injury and Property Damage, at least as broad as the current ISO policy occurrence form, with coverage limits not less than \$1 million combined single limit per occurrence and \$2 million combined single limit aggregate. The policy shall include Premises/Operations, Products/Completed Operations, and Advertising and Personal Injury. The policy shall also include coverage endorsements for broad contractual liability, broad form property damage, and independent Vendors. The policy shall name the CITY as an additional insured and grant a waiver of subrogation on behalf of the CITY for this project.

Commercial Automobile Liability

The Vendor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used on the project, with coverage limit not less than \$1,000,000 per person/\$1,000,000 per occurrence combined single limit bodily injury and property damage.

27. SEVERABILITY: If any provisions of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

28. CONFLICT OF INTEREST: An officer or employee of the CITY may not seek to acquire, be a party to, or possess a financial interest in, this contract if: (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or, (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

29. FORCE MAJEURE: (Impossibility to Perform) The Vendor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Vendor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

30. EMPLOYMENT NON-SOLICITATION: During the term of this Agreement, Contactor and for 12 months from the termination of this Agreement with the CITY, Vendor shall not, either on her or his own account or agents or other representatives of Contactor or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of the CITY to leave his or her employment, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with the CITY.

31. KEY PERSONNEL: Any Key Personnel specified for this Work are considered to be essential to the Work being performed hereunder. Prior to diverting any of the specified individuals to other programs, Vendor shall notify the CITY representative, in writing, not less than 10 days in advance and gain approval of the CITY. Vendor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Vendor without the written consent of the CITY.

32. DAVIS-BACON ACT. Vendor shall comply with federal Davis-Bacon Act requirements, including wage determination, and Labor Standard Provisions, which are attached and hereby incorporated by reference.

33. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds shall be furnished within 10 calendar days after award.

(a) *Definitions.* As used in this clause--

"Contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Attached):*

- (i) The penal amount of performance bonds shall be 100 percent of the original contract price.
- (ii) The CITY may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
- (iii) The CITY may secure additional protection by directing the Vendor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) *Payment Bonds (Attached):*

- (i) The penal amount of payment bonds shall equal 50 percent of the contract price if the contract price is not more than \$1 million;
- (ii) The CITY may secure additional protection by directing the Vendor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The surety for bonds must be on the federal approved sureties listing, Treasury Department Circular 570.

34. LIQUIDATED DAMAGES – CONSTRUCTION – N/A

LS1.Convict Labor (Aug 1996) (FAR 52.222-3)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a) (1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

LS2.Contract Work Hours and Safety Standards Act--Overtime Compensation (Jul 1995) (FAR 52.222-4)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

LS3.Davis-Bacon Act (Feb 1995) (FAR 52.222-6)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill,

except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

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

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

LS4. WITHHOLDING OF FUNDS (FEB 1988) (FAR 52.222-7)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased.

LS5. PAYROLLS AND BASIC RECORDS (FEB 1988) (FAR 52.222-8)

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

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for

this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

LS6.APPRENTICES AND TRAINEES (FEB 1988) (FAR 52.222-9)

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

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

LS7.COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) (FAR 52.222-10)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

LS8.SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) (FAR 52.222-11)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination - Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a complete Statement and Acknowledgement Form (SF1413) for each subcontract, including the subcontractor's signed and dated acknowledgement that the clause set forth in paragraph (a) of this clause have been in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated complete SF 1413 for such additional subcontract.

LS9.CONTRACT TERMINATION - DEBARMENT (FEB1988) (FAR 52.222-12)

A breach of the contract clauses entitles Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

LS10. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988) (FAR 52.222-13)

All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

LS11. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (FAR 52.222-14)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

LS12. CERTIFICATION OF ELIGIBILITY (FEB 1988) (FAR 52.222-15)

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

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

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

LS13. NOTICE TO THE CONTRACTING OFFICER OF LABOR DISPUTES (Feb 1997) (FAR 52.222-1)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

Note: The Contractor shall insert the substance of this clause, including this note, in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

LS14. WAGE RATES:

The U.S. Department of Labor General Wage Decision identified in this provision is hereby incorporated and made a part of this contract.

General Decision Number: AK20100001 09/24/2010

GENERAL DECISION: AK20100001 12/10/2010 AK1

Date: December 10, 2010

General Decision Number: AK20100001 12/10/2010

Superseded General Decision Number: AK20080001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/09/2010
3	04/16/2010
4	05/07/2010
5	05/21/2010
6	06/04/2010
7	06/18/2010
8	07/09/2010
9	08/06/2010
10	09/03/2010
11	09/10/2010
12	09/24/2010
13	10/08/2010
14	10/29/2010
15	11/19/2010
16	12/10/2010

ASBE0097-001 01/01/2010

Rates

Fringes

Asbestos Workers/Insulator

(includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....\$ 35.64 13.98

 ASBE0097-002 01/01/2010

Rates Fringes

HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 27.35 14.10

 BOIL0502-002 10/01/2008

Rates Fringes

BOILERMAKER.....\$ 43.94 19.68

 BRAK0001-002 07/01/2010

Rates Fringes

Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....\$ 37.39 15.40
 Tile & Terrazzo Finisher.....\$ 31.78 15.40

 CARP1243-003 07/01/2009

North of the 63rd Parallel

Rates Fringes

Carpenter/Lather/Drywall Applicator.....\$ 34.33 18.55

Carpenter: Fire or Flood

Repair Work.....	\$ 34.33	18.55
MILLWRIGHT.....	\$ 33.39	16.08

CARP1281-004 07/01/2009

SOUTH OF 63RD PARALLEL

	Rates	Fringes
Acoustical Applicator and Lather.....	\$ 34.33	18.23
Carpenters & Drywallers.....	\$ 34.33	18.23
MILLWRIGHT.....	\$ 33.39	16.08

CARP2520-003 07/01/2009

	Rates	Fringes
Diver		
Stand-by.....	\$ 38.50	18.23
Tender.....	\$ 37.50	18.23
Working.....	\$ 77.00	18.23
Piledriver		
Carpenter.....	\$ 34.33	18.23
Piledriver; Skiff Operator and Rigger.....	\$ 33.33	18.23
Sheet Stabber.....	\$ 34.33	18.23
Welder.....	\$ 35.33	18.23

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 04/01/2010

	Rates	Fringes
CABLE SPLICER.....	\$ 39.05	3%+\$19.57
Electrician;Technician.....	\$ 37.30	3%+\$19.57

ELEC1547-005 04/01/2010

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 47.43	3%+22.57
Linemen (Including Equipment Operators, Technician).....	\$ 45.68	3%+22.57
Powderman.....	\$ 44.10	3%+22.57
TREE TRIMMER.....	\$ 31.83	3%+\$17.57

ELEV0019-002 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.635	20.24

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 01/01/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.23	16.95
GROUP 1A.....	\$ 37.99	16.95
GROUP 2.....	\$ 35.46	16.95
GROUP 3.....	\$ 34.74	16.95
GROUP 4.....	\$ 28.53	16.95
TUNNEL WORK		
GROUP 1.....	\$ 39.85	16.95
GROUP 1A.....	\$ 41.79	16.95
GROUP 2.....	\$ 39.01	16.95
GROUP 3.....	\$ 38.21	16.95
GROUP 4.....	\$ 31.83	16.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Batch Plant Operator: Batch and Mixer over 200 yds.; Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Shovels, Backhoes, excavators with all attachments, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type, (c) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, concrete paving, Laser Screed, sidewalk, curb and gutter machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: Forklifts with power boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps, Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers,

L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler; Welder; Electrical Mechanic, Camp Maintenance Engineer

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes, excavators with all attachments, draglines, clamshells-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 (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards; Camera/Tool/Video Operator (Slipline).

GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, Elevating Grader, Dumor and similar; Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches; Waste/Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier

(on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (if over 85 tons or 100 ft. boom); 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/Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 08/01/2010

Rates Fringes

Ironworkers:

BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 33.25	21.31
FENCE, BARRIER AND GUARDRAIL INSTALLERS.....	\$ 29.75	21.31
GUARDRAIL LAYOUT MAN.....	\$ 30.49	21.31
HELICOPTER, TOWER.....	\$ 34.25	21.31

LABO0341-005 07/01/2010

Rates Fringes

Laborers: North of the 63rd
Parallel & East of Longitude
138 Degrees

GROUP 1.....	\$ 29.00	17.96
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GROUP 2.....	\$ 29.96	17.96
GROUP 3.....	\$ 30.83	17.96
GROUP 3A.....	\$ 33.97	17.96
GROUP 3B.....	\$ 34.77	17.96
GROUP 4.....	\$ 19.00	17.96
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	17.96
GROUP 2.....	\$ 32.96	17.96
GROUP 3.....	\$ 33.91	17.96
GROUP 3A.....	\$ 37.37	17.96
GROUP 3B.....	\$ 38.25	17.96

Laborers: South of the 63rd
Parallel & West of Longitude
138 Degrees

GROUP 1.....	\$ 29.00	17.85
GROUP 2.....	\$ 29.96	17.85
GROUP 3.....	\$ 30.83	17.85
GROUP 3A.....	\$ 33.97	17.85
GROUP 3B.....	\$ 34.77	17.85
GROUP 4.....	\$ 19.00	17.85
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	17.85
GROUP 2.....	\$ 32.96	17.85
GROUP 3.....	\$ 33.91	17.85
GROUP 3A.....	\$ 37.37	17.85
GROUP 3B.....	\$ 38.25	17.85

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 07/01/2010

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 31.69	15.96
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 32.19	15.96

PAIN1959-002 07/01/2010

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
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Painters:

Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 28.02	17.18
Machine Taper/Drywall.....	\$ 29.22	17.18
Spray-Sand/Blast, Epoxy and Tar Applicator.....	\$ 29.48	16.22

PAIN1959-003 04/01/2010

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 35.41	13.91

PAIN1959-004 07/01/2010

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 30.83	12.13

PLAS0867-001 02/10/2010

	Rates	Fringes
PLASTERER		
North of the 63rd parallel..	\$ 34.54	16.40
South of the 63rd parallel..	\$ 34.29	16.40

PLAS0867-004 02/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
North of the 63rd parallel..	\$ 34.29	16.40
South of the 63rd parallel..	\$ 34.04	16.40

* PLUM0262-002 07/01/2010

East of the 141st Meridian

Rates Fringes

Plumber; Steamfitter.....\$ 35.27 20.27

PLUM0367-002 07/01/2010

South of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 36.38 16.82

PLUM0375-002 07/01/2010

North of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 38.66 18.25

PLUM0669-002 04/01/2010

Rates Fringes

SPRINKLER FITTER.....\$ 41.55 19.65

ROOF0190-002 06/01/2010

Rates Fringes

ROOFER, Including Built Up,
Composition and Single Ply
Roofs

NORTH OF THE 63RD PARALLEL..\$ 35.70 11.67

SOUTH OF THE 63RD PARALLEL..\$ 35.70 11.67

SHEE0023-003 07/01/2009

South of the 63rd Parallel

Rates Fringes

Sheet Metal Worker.....\$ 38.34 17.70

SHEE0023-004 07/01/2009

North of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 41.98	17.31

TEAM0959-003 09/01/2009

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.78	14.30
GROUP 1A.....	\$ 38.02	14.30
GROUP 2.....	\$ 35.56	14.30
GROUP 3.....	\$ 34.76	14.30
GROUP 4.....	\$ 34.21	14.30
GROUP 5.....	\$ 33.46	14.30

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;

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; Partsman; 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; Stringing Truck; 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.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
_____ of _____
as Principal, and _____
a corporation organized under the laws of the _____
_____ and authorized to transact surety business in the State of
Alaska, of _____
as Surety, are held and firmly bound unto the CITY OF SHAKTOOLIK, as Obligee, in the full and just sum of

(\$ _____) Dollars, lawful money of the UNITED STATES, for the
payment which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into a certain
contract dated the _____ date of _____ 2011, with the Obligee for the
construction of THE CITY OF SHAKTOOLIK WATER STORAGE TANK INSULATION PACKAGE
REPLACEMENT PROJECT which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants,
terms, conditions, and agreements of said contract, and shall promptly make payments to all persons supplying
labor and material in the prosecution of the work provided for in said contract, during the original term of said
contract and any extensions or modifications thereof that may be granted by the City, with or without notice to
the Surety, then this obligation to be void; otherwise to remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform
any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the
name of said Obligee.

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

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in _____
_____ original counterparts as of the _____ day of _____,
2011.

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

Contractor Name

Contractor Signature

Corporate Surety

Surety Business Address

BY: _____
(Attorney-In-Fact)

(AFFIX SURETY SEAL)

STATEMENT OF WORK

PREFABRICATED WATER STORAGE TANK INSULATION SYSTEM

1.0 Introduction

- 1.1 This Statement of Work (SOW) covers the procurement of labor, equipment, and materials for a prefabricated water storage tank (WST) insulation system for the City of Shaktoolik, Alaska.
- 1.2 Applicable Documents: The following documents will apply to this contract.
 - 1.2.1 Shaktoolik Water Storage Tank Drawing and Typical Insulation System Details
 - 1.2.2 Specification: 13208 Technical Specifications Prefabricated Tank Shell Insulation System
 - 1.2.3 Select Pages from the Shaktoolik Water Storage Tank Repair or Replacement Evaluation
 - 1.2.4 City of Shaktoolik Water Storage Tank Site Assessment Memorandum

2.0 Key Assumptions

- 2.1 The Contractor will provide one prefabricated insulation package and associated appurtenances as described in the documents referenced in section 1.2 above.
- 2.2 Since the existing WST is a welded steel tank, no bolts exist on the roof of the tank (except for the vent location at the top center) to attach the roof insulation system as is typical of bolted steel tanks. Contractor will propose methodology of connecting and securing roof insulation system to tank to ensure that the requirements included within the technical specifications are met or exceeded.
- 2.3 The Contractor will provide the labor to complete the removal and disposal of the existing insulation system and installation of the new prefabricated insulation system. The Contractor will coordinate with the City of Shaktoolik for the disposal of the existing insulation system.
- 2.4 The Contractor will provide a warranty for the product as outlined in the technical specifications.

3.0 Contractor Responsibilities

- 3.1 Submittals: All required submittals shall be made to the following City of Shaktoolik representative. Electronic submittals shall be transmitted via email, if possible, and in PDF format unless otherwise indicated.

Mark Spafford, P.E.
Denali Commission
Sr. Program Manager
510 L Street, Suite 410
Anchorage, AK 99501
Phone: 907-271-1197
Email: mspafford@denali.gov

- 3.2 Inspection:

Inspection of materials prior to delivery to the F.O.B. location is not required as part of this request.

- 3.3 Delivery, Storage, and Handling

3.3.1 Shipment: The prefabricated WST insulation package system shall be delivered to Shaktoolik, AK.

3.3.2 Packaging: Packaging shall be as described in the technical specifications.

3.3.3 Packing Lists: Provide two (2) packing lists securely attached to each container (one inside and one outside), in water-tight re-sealable plastic bags for each individual crate or individually palletized deliverable item. The packing list is a detailed sheet describing the crate's contents.

3.3.4 Delivery and Labeling: Furnish materials, packaged as described in the specifications. Take extreme care in having this procurement complete, bundled for shipment, and labeled correctly in 2" high waterproof lettering. Label all individual boxes, pallets, crates or bundles with the following information:

Project Name:	<i>Shaktoolik Water Storage Tank Insulation System Replacement Project</i>
ATTN:	City of Shaktoolik
Destination:	Shaktoolik, Alaska
Phone:	907-955-3441 or 907-271-1197
Piece Weight:	{Piece weight in lbs}
Piece Cube:	{Piece cubic volume}

3.3.5 Installation: The contractor shall mobilize technicians to the project site who will complete the removal of the existing insulation system and installation of the new prefabricated insulation system. The contractor will be responsible for all food, lodging, and travel for the technician.

4.0 Buyer's Responsibilities

- 4.1 Any variations from the attached drawings and specifications must be approved by the City of Shaktoolik.
- 4.2 The City of Shaktoolik will not provide any materials to the Contractor for the completion of the prefabricated insulation system.
- 4.3 Landfill access is available locally for disposal of the existing insulation system as well as damaged new insulation system components.
- 4.4 Local transportation is available in the form of either four-wheelers or passenger truck vehicles.

5.0 Project Completion Criteria

- 5.1 The work will be considered complete when the prefabricated insulation system has been installed by the Contractor and approved by the City of Shaktoolik.

SECTION 13208

PREFABRICATED TANK SHELL INSULATION SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section includes the manufacture and supply of a prefabricated tank insulation system applied over a potable welded steel water storage tank (WST). The materials covered in this specification include a composite insulation system for the WST side walls and roof, complete with a banding and securing system for it.
- B. The prefabricated tank insulation system shall be complete with all assembly hardware, gaskets, sealants, bands, spring tensioner and all requisite accessories as shown on the Plans and/or described in this specification. If provided, any attached drawings and/or appendix(s) shall illustrate pertinent information with regard to tank dimensions, installation location, pipe species, type of piping and appurtenances.
- C. The insulation manufacturer shall verify the welded WST design depicted on the contract drawings prior to commencement of fabrication and installation of the WST insulation system.

1.2 RELATED SECTIONS:

N/A

1.3 REFERENCES

The latest edition of the following specifications that are reference in this document shall be considered integral to this specification.

- A. International Building Code (IBC) - 2006 Edition
- B. American Architectural Manufacturers Association:
 - 1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
 - 2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.

3. AAMA 2604 - Voluntary specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
 4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
- C. ASTM International:
1. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 2. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 3. ASTM A666 - Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
 4. ASTM C1289-08 – Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- D. Federal Specification Unit:
1. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant.
- E. ANSI
1. ANSI 4880 – Class 1 Fire Rating of Insulated Wall or Wall and Roof/Ceiling Panels, Interior Finish Materials or Coatings and Exterior Wall Systems.
- F. Underwriters Laboratory
1. UL 723 – Test for Surface Burning Characteristics of Building Materials
- G. AWWA
1. AWWA D-103-09

1.4 DESIGN REQUIREMENTS

- A. Roof Snow Loads: The design snow load shall be as follows:
1. Terrain Category – C;
 2. Exposure Factor (Ce) – 0.9;
 3. Importance Factor (I) – 1.1;
 4. Thermal Factor (Ct) – 1.2; and,
 5. Flat Roof Load (Pf) – 49.0 pounds per square foot (psf).
- B. Wind Loads: Design and size components to withstand positive and negative wind loads, including increased loads at building corners per the following requirements:
1. Basic Wind Speed – 130 miles per hour (mph), 3 second gust;
 2. Importance Factor (I) – 1.15;

3. Exposure Category – C; and,
 4. Exposure Factor at 20 ft. – 1.1.
- C. Wind Uplift Resistance: UL 580; Class 90.
- D. Seismic Loads: Design and size components to withstand seismic loads and sway displacement per the following requirements:
1. Seismic Use Group (Category) – III;
 2. Site Classification – C;
 3. Design Category – C; and,
 4. Analysis Procedure – Equivalent Lateral Force.
- E. Air Infiltration: Limit air leakage through wall assembly to 0.03 cfm/sq ft of wall area, measured at reference differential pressure across assembly of 6.24 psf as measured in accordance with ASTM E283.
- F. Water Leakage: None, when measured in accordance with ASTM E331 with test pressure of 6.24 psf.
- G. Exterior Components: Accommodate the following without damage to system, components or deterioration of seals.
1. Movement within system.
 2. Movement between system and perimeter framing components.
 3. Dynamic loading and release of loads.
 4. Deflection of structural support framing.
 5. Expansion and contraction for temperature extremes of -60°F to +100°F.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate details of construction including attachments, joint patterns, penetrations, interface with flashings, ladders, manways and adjacent materials.
- B. Product Data:
1. Submit data on system materials, product characteristics, performance criteria and limitations.
 2. Submit data on metal types, finishes, and characteristics.
 3. Submit two (2) color charts for finish selection. The color of the exterior sheathing will be selected by the Owner.
- C. Samples: Submit one (1) each 8 x 12 inch size samples of the composite insulation system illustrating a composite section of exterior sheathing with protective coating, insulation, panel connection clips, vertical weather seal with band location slots.
- D. Submit one (1) each band spring tensioner assembly for selection.

- E. Manufacturer's Installation Instructions: Submit four (4) copies of written instructions covering storage, handling, inspection of materials, preparation required, installation techniques, jointing requirements and maintenance information. These instructions shall include a detailed erection drawing(s) of sufficient clarity to allow erection by others.
- F. The drawing(s), manufactures submittal data, installation instructions shall be emailed in Adobe© .pdf format to the City of Shaktoolik.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing prefabricated tank insulation products specified in this section with minimum three years of documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives and finish materials from freezing by storing in environment recommended by manufacturer.
- B. All insulation panels, and miscellaneous parts shall be packaged for shipment in such a manner as to prevent abrasion or scratches due to direct contact between factory-coated surfaces of any and all individual insulation components and appurtenances, or packaging/crating material.
 - 1. Insulation components of similar function, i.e., will be crated with like components.
 - 2. Insulation panels shall be stacked together but separated from each other with a non-abrasive material, which is intended to protect the sheets from each other during rough-ocean shipping conditions.
 - 3. Roof sheets may be stacked together but separated from each other with a non-abrasive material, which is intended to protect the sheets from each other during rough-ocean shipping conditions.
 - 4. All spring tensioner, nuts, bolts and miscellaneous small parts and hardware shall be boxed, crated, and labeled appropriately.
 - 5. Prior to shipment, all insulation components and materials shall be palletized to facilitate easy transfer between modes of transportation.
- D. All insulation component items and appurtenances shall be full-box export crated for open-deck ocean-barge shipment.
 - 1. Prior to enclosure in solid plywood export-type wooden crates, each palletized unit shall be tightly wrapped with plastic-film to prohibit exposure of the deliverable materials to saltwater spray during open-ocean barge transport of the appurtenances.
 - 2. Pallet weights shall not exceed 3,000 pounds.

3. Pad eyes or hooks will be left exposed and easily accessible when installed as lifting devices and are an integral part of the crate. The sheathed crate shall consist of frame members which are covered with solid sheathing material such as lumber or plywood fastened to the interior frame.
- E. For containerized shipments, the following shall apply:
1. Insulation panels shall be full box crated and blocked and braced.
 2. Miscellaneous small parts and hardware shall be full box crated, blocked and braced.
 3. Odd shaped parts not conducive to packing shall be tightly wrapped with plastic-film and shall be individually blocked and braced.

1.8 EXTRA MATERIALS

- A. Furnish the following materials to Owner, with repair procedures:
1. One gallon of finish coat paint.
 2. Two (2) additional insulation panels
 3. Four (4) additional spring tension clamps

1.9 WARRANTY

- A. The manufacturer shall warrant the insulation system against any and all defects in workmanship and materials for a period of one year from the date of delivery to the F.O.B. point. In the event any such defect should appear, it shall be reported in writing to the manufacturer during the warranty period.

PART 2 PRODUCTS

2.1 MANUFACTURES OF PREFABRICATED TANK INSULATION SYSTEM

- A. Iso Panels, Inc. – Horizontal Insulation System
- B. Thermacon – Horizontal Insulation System
- C. Or approved equal

2.2 COMPONENTS

- A. The insulation panels shall be precurved to fit the tank shell curvature. The panels shall be 4-feet by 8-feet and composed of a 5-inch foil faced (both sides) isocyanurate foam core laminated to 0.032-inch, 3105H14 alloy aluminum sheathing. The thermal conductivity (k) of the isocyanurate foam insulation shall be a maximum of 0.140 BTU in/Ft²°FHr, at 75°F mean temperature. The exposed

side of the aluminum sheathing on the panels shall have a silicone polyester finish covered by a standard commercial warranty.

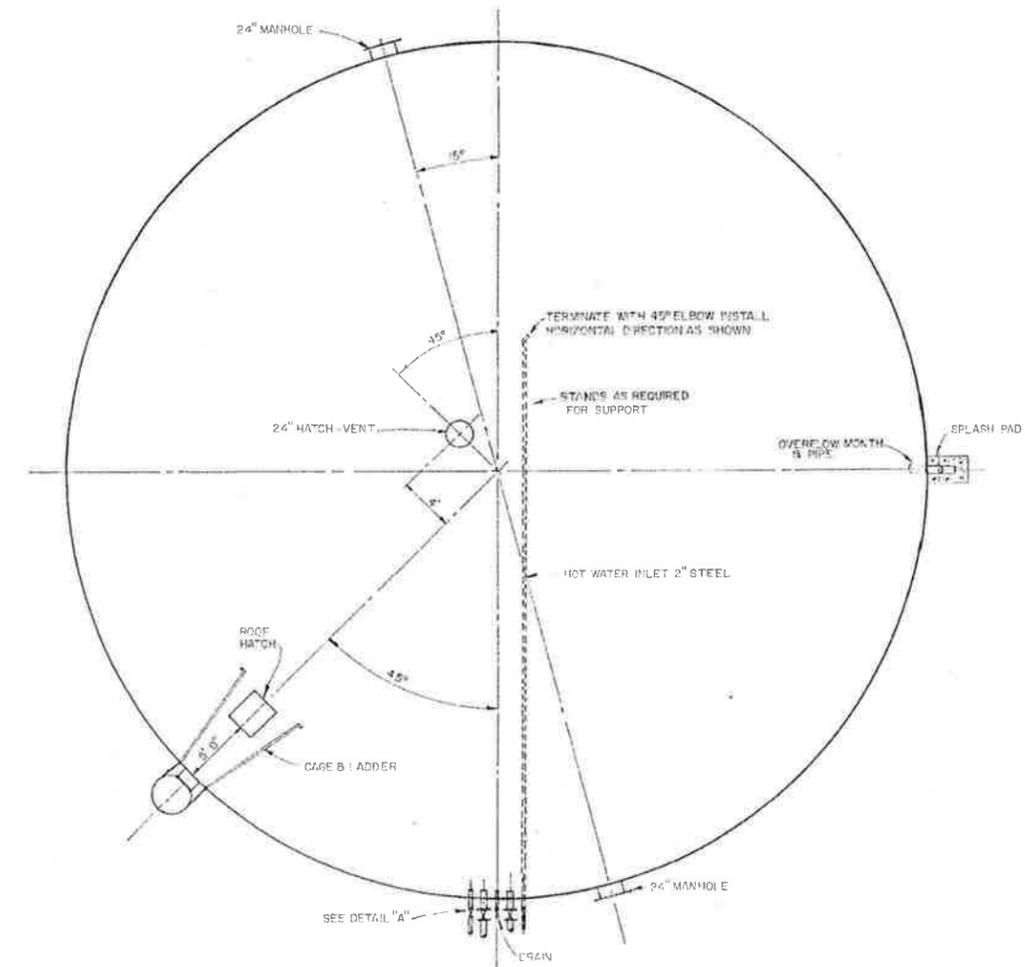
- B. Fastening system and weather sealing: An effective weather tight system shall be provided. The weather tight system shall have a 2-inch wide aluminum vertical weather seal, and neoprene gasket insert on the end of each panel. Each panel shall have two (2) belt loops that will secure, provide location and prevent vertical movement of the horizontal banding system. Each panel shall have two (2) top clips to secure adjacent panels.
- C. Aluminum bands shall be provided for sealing the top edge of all panels. The bands shall be of sufficient width to insure a 1-1/2inch minimum lap over the external sheathing.
- D. Preloaded Spring Tension Clamping System shall be provided for attaching the insulation panels to the tank. The banding and clamping system shall be designed to withstand the wind pressure specified Section 1.4 Part B and shall allow for extremes of thermal expansion and contraction of the banding. A minimum of three (3) clamps per band shall be provided.
- E. Flashing System: The contractor shall supply a roof flashing similar to the one shown in the drawing(s) to cover the roof-wall intersection.
- F. Shell Manhole Cover: The contractor shall supply the quantity of shell manhole covers and manhole flanges specified in the drawing(s). The covers and flanges shall be precurved to fit the tank shell curvature. The covers shall be composed of a 5-inch foil faced (both sides) isocyanurate foam core which is laminated to an aluminum sheathing. The aluminum sheathing color shall be identical to the insulation panel color. The design of the shell manhole cover and flange shall be as shown in the drawing(s).
- G. ACCESSORIES
 - 1. Insulation Adhesive (As recommended by manufacturer)
 - 2. Sealant Materials: (As recommended by coating manufacturer)

PART 3. EXECUTION

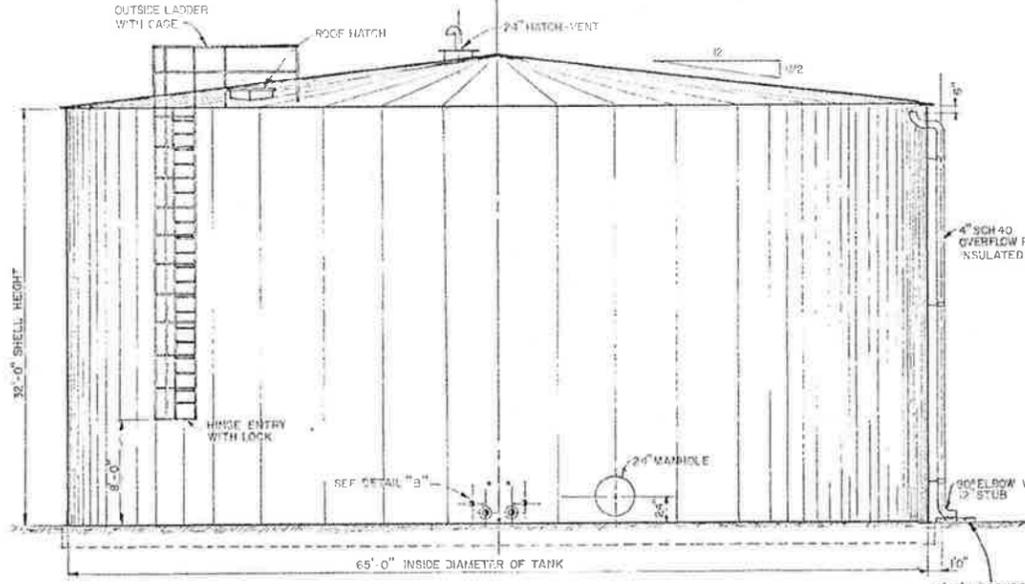
3.1 EXAMINATION

- 1. Verify materials are dry and have not been damaged.

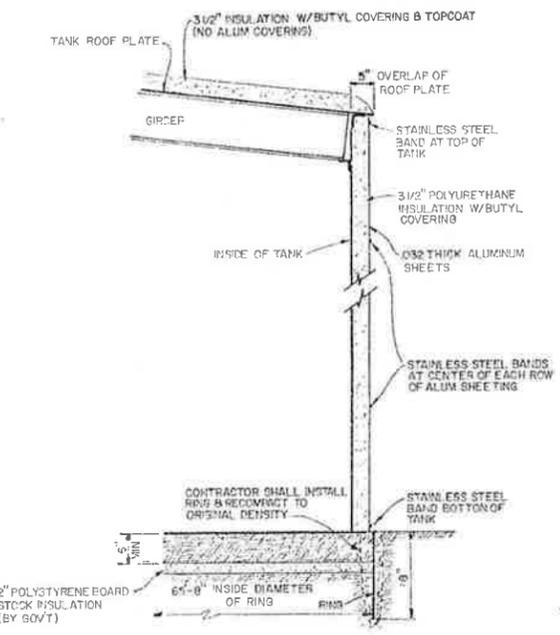
END OF SECTION



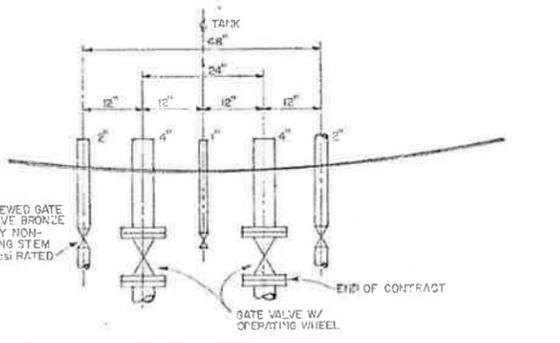
PLAN



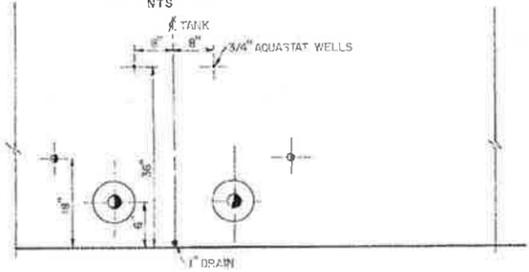
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NTS



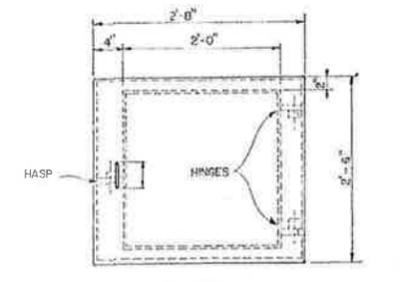
RING INSTALL & INSULATION DETAIL
NTS



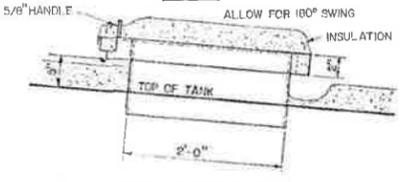
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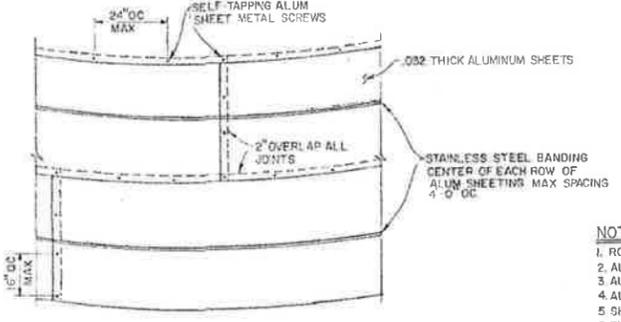
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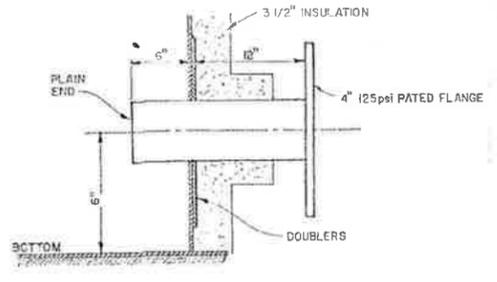
PLAN



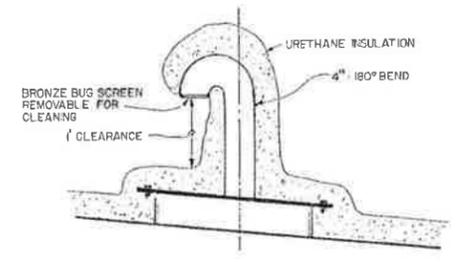
ROOF HATCH DETAIL
NTS



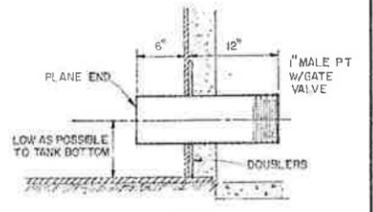
ALUMINUM COVERING DETAIL
NTS



INLET & OUTLET DETAIL
NTS



COMBINATION ROOF HATCH & VENT DETAIL
NTS



DRAIN DETAIL
NTS

- NOTES**
1. ROOF, SHELL, & BOTTOM PLATES A-36 STEEL
 2. ALL 4" PIPING TO BE SCHEDULE 40 STEEL PIPE
 3. ALL 2" PIPING TO BE SCHEDULE 40 STEEL PIPE
 4. ALL BOLTS & NUTS TO BE A-307
 5. SHELL DOUBLERS A-36 STEEL
 6. ENTIRE TANK (ROOF & SHELL) SHALL BE INSULATED WITH 3 1/2" POLYURETHANE SPRAY FOAM.
 7. MANHOLE BOLTS & NUTS, LADDER AND CAGE NOT INSULATED.
 8. MANHOLE SURFACE, HATCHES, VENT, OVERFLOW PIPE INSULATED WITH 3 1/2" POLYURETHANE.
 9. CONTRACTOR TO PROVIDE ALL VALVES
 10. TANK CONSTRUCTION TO LATEST AWWA STANDARDS OR AS SPECIFIED
 11. DRAIN PIPE SHALL BE GALVANIZED STEEL PIPE
 12. RING SHALL BE ROUND WITHIN 1" AND SHALL BE PLACED SO THAT TOP IS AT SAME ELEVATION ALONG RING PERIMETER
 13. TANK SHELL ONLY SHALL BE COVERED W/ 0.032 THICK ALUMINUM COVERING OVER THE 3 1/2" INSULATION WITH 2" OVERLAP AT EACH JOINT AS SHOWN IN DETAILS.

Alto Romulus
Design Engineer
Maintenance Review
Material Take-off



DATE	REVISIONS	INITIALS

U. S. Department of Health, Education & Welfare
Public Health Service
Indian Health Service

SHAKTOOLIK, ALASKA
794,000 GALLON AWWA WATER TANK
& DETAILS
PUBLIC LAW 86-121 PROJECT
PROJECT NO. AN-77-104

SHEET NO. 17 OF 22
TOTAL SHEETS

DRAWN BY: JAQ
DATE: Nov 77

CHECKED BY: _____
DATE: _____

SANITATION FACILITIES CONSTRUCTION BRANCH
OFFICE OF ENVIRONMENTAL HEALTH
ALASKA AREA NATIVE HEALTH SERVICE
ANCHORAGE, ALASKA



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Memorandum

To: The Record
From: Jay Escott, Rural Infrastructure Advisor and Mark Spafford, Senior Program Manager
Subject: City of Shaktoolik (City) Water Storage Tank (WST) Site Assessment
Date: June 5, 2012

MUS

The following memorandum has been prepared to provide a summary of the existing site conditions at the City's WST. The assessment was conducted on May 29-30, 2012, by Jay Escott and Mark Spafford of the Denali Commission (Commission), in the effort to provide additional site specific and current condition information to potential vendors for completion of the WST insulation system replacement project.

The WST is covered with an approximately three and a half (3.5) inch thick layer of polyurethane insulation that was sprayed on to the sidewalls and top when it was constructed. The sprayed on insulation is protected on the sidewalls of the tank by a 0.032-inch thick layer of aluminum sheeting that was secured in place by stainless steel bands. Due to storms that have occurred over the years while the WST has been in service, a large portion of the aluminum sheeting on the sidewalls of it has been damaged and removed (see attached WST pictures), exposing the polyurethane. Additionally, all of the insulation has been removed from the roof of the WST due to past work that has occurred on the roof and the interior of it. All polyurethane insulation will have to be removed from the sidewalls of the WST via scraping, or similar methods, prior to installation of the new insulation system.

The ladder used to access the roof of the WST was in good condition during the time of the site assessment. The roof of the WST appeared to be severely corroded. The hand rails on the roof of the WST were adequate for assisting with a person getting to the top of the WST, but should not be used for any other load bearing activities (leaning on, tying off to, etc.). Installing insulation on the roof of the WST around the hand rails could be problematic as they extend in to the interior of the roof area, and are not aligned along the lip of it, as is typical. For any work that occurs on top of the WST, all workers should be secured to the equipment that is being utilized to install the insulation and not any portion of the WST roof, rail system, ladder, etc. This is due to the unknown structural stability of the roof with respect to worker safety and excessive loading.

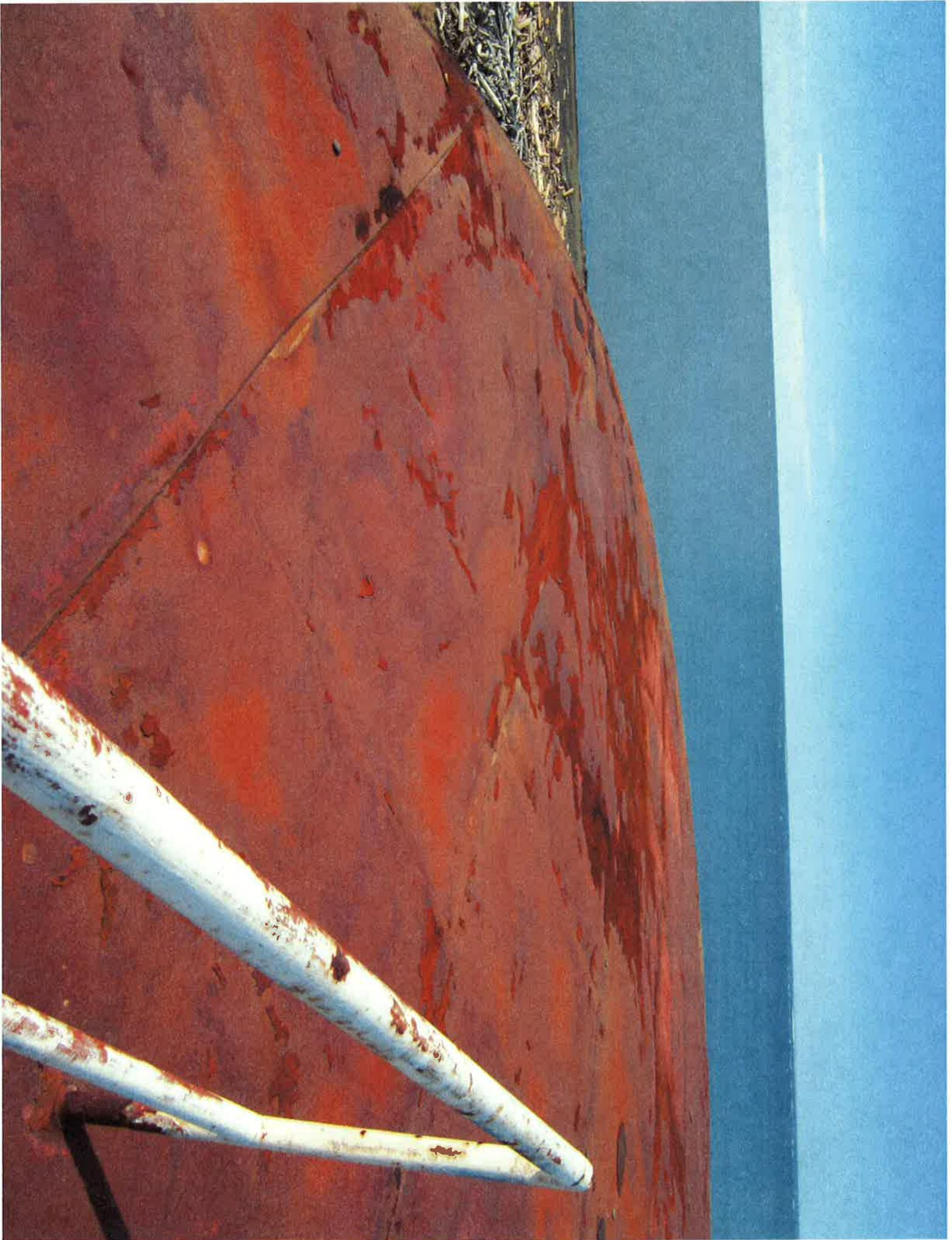
Attachment(s)
WST Photographs















**SHAKTOOLIK WATER STORAGE TANK REPAIR OR REPLACEMENT
EVALUATION
VILLAGE SAFE WATER PROJECT**



SUMMIT
CONSULTING SERVICES, Inc.



**Prepared For:
Bristol Environmental & Engineering
Services Corporation**

**Prepared By:
Summit Consulting Services, Inc.
4500 Business Park Blvd., Ste C-10
Anchorage, Alaska 99503**

October 2010

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1.0 Introduction

This report has been prepared by Summit Consulting Services, Inc. (Summit) to evaluate the cost difference and other considerations between repairing the existing 794,000 gallon Water Storage Tank in Shaktoolik and replacing the Water Storage Tank. Rough order of magnitude costs for the different tasks involved in repairing or replacing the tank are compared. The differences between each option and Summit's recommendation are discussed in the summary.

2.0 Existing Water Storage Tank Condition

The existing Water Storage Tank is a 65' diameter, 32' tall, 794,000 gallon welded steel tank. The tank was designed by the Office of Environmental Health, Alaska Area Native Health Service in 1977. The tank was constructed in the late 1970's and has operated for over 30 years.

On September 14, 2010 David Cramer of Summit, Phil Gagnon of Village Safe Water, Kyle Peterson of Bristol Environmental & Engineering Services Corporation, and Chuck Simon the Norton Sound Health Corporation, Remote Maintenance Worker (RMW) inspected the condition of the Water Storage Tank in Shaktoolik. Emergency repairs were done on the tank in 2004 to shore up the failing roof truss system by installing steel support columns. During the September tank inspection it was noted that some of the support columns have been shifted by ice that forms in the tank during the winter. Chuck Simon was planning on making repairs to the supports before the tank was refilled for the winter season.



Figure 1 Interior roof supports

At one time, the roof surface was insulated with urethane insulation. The insulation has reportedly blown off and the exposed steel roof deck is rusted. In many places, the steel roof deck is not attached to the roof trusses and is canted up 1 to 3 inches across the roof surface.



Figure 2 Water Storage Tank Roof

The welded connections that tie the roof trusses to the tank body all show rust. The steel roof connection to the tank wall is also rusted and the operator has reported seeing daylight through the tank at this location.



Figure 3 Roof Truss System

The exposed steel of the roof where it is connected to the tank wall is severely corroded.



Figure 4 Exterior Edge of Tank Roof

The tank wall was fabricated with 8'x20' rolled steel plates. The inside surface of the tank wall and floor is well pitted and there are large patches of scale rust on the lower part of the wall.



Figure 5 Rusted Tank Interior Wall

The outside surface of the tank wall was originally insulated with 3 ½" urethane insulation coated with a butyl covering. The tank wall insulation is also covered with .032 thick aluminum sheets. About one quarter of the aluminum insulation cover has blown off and the insulation underneath is exposed.

The insulation was not removed to inspect for rust on the exterior of the tank wall. On similar tank installations in Alaska it has been observed that water will collect on the lower part of the wall in -

between the steel wall and the tank insulation. It is expected that the Shaktoolik Water Storage Tank will have rust on the exterior lower surface of the tank wall as has been seen on similar tanks.



Figure 6 Water Storage Tank Exterior

The tank is supported on a gravel foundation with 2” of polystyrene board stock insulation and a 6” deep gravel leveling layer. The outside of the gravel foundation is supported by an 18” tall ring wall. There was no apparent differential settlement noted in the tank foundation during the tank inspection trip. The tank appears to be well supported by the gravel foundation.

3.0 Requirements for Repairing and Rehabilitating Existing Water Storage Tank

The tank will need to be Non Destructively Tested (NDT) with ultrasonic and radiographic equipment to determine the structural integrity of the steel tank. The wall thickness of the steel can be determined in pitted areas with a pit gauge, but for large scale rusted areas the steel will need to be sandblasted clean and measured with NDT equipment to determine if the steel will need to be replaced. For this repair estimate it is assumed that approximately 10% of the steel in the wall and floor will need to be patch welded or replaced.

The roof surface and support structure is in very poor condition. For this estimate the repair will include removing the existing roof and cutting down the tank wall to good material and installing new roof trusses and a new steel roof deck.

The exterior insulation will be removed as part of the inspection of the tank wall. After the structural repairs to the tank have been made, the interior and exterior of the tank will again be sandblasted clean. The interior of the cleaned tank will be coated with epoxy paint. The exterior of the tank that is covered with the insulation system will be coated with an epoxy zinc primer. The exposed insulated exterior tank metal surfaces will be coated with an additional epoxy top coat.

After the tank paint has cured and the tank has been tested, the tank will be insulated. The insulation system will consist of a composite wall and roof deck of rigid insulation and aluminum cladding. The roof deck