

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1

Project Number: 21-350-2104

Contract Number: 1877

Cost Code: 350-0310-55000.2104

Issued for Construction

Date: February 9, 2022



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Lindy Vititow

Construction Plan Set Completed By:
BDS Architects
3330 C St, Suite 200
Anchorage, AK 99503



**City of Valdez
Contract Documents**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-250-2104 / Contract Number: 1877**

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HHES Hazardous Materials Flooring Samples and Locations _____	Attached



**City of Valdez
Invitation to Bid**

Date: February 9, 2022

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

This project includes, but is not necessarily limited to:

Demolition of existing flooring and installation of new cast underlayment, new moisture vapor mitigation system, and new flooring as outlined in “Hermon Hutchens Elementary School Flooring and Phased Renovations- Phase I” construction documents and specifications.

Architect’s Estimate for construction under \$ 600,000.00.

Sealed bids will be accepted electronically until 2:00 PM local time on March 7, 2022, at www.bidexpress.com. The bids will be publicly opened and read at that time.

A non-mandatory but highly encouraged pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on February 22, 2022 at 2:00 PM. A GoTo Meeting Link and Call-In information is listed below for those who choose to attend the pre-bid meeting remotely.

<https://meet.goto.com/161472405>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (669) 224-3412
- One-touch: <tel:+16692243412,,161472405#>

Access Code: 161-472-405

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez solicitation page at www.bidexpress.com. Bidders are encouraged to register as a plan holder at the link listed within the bid posting to ensure receipt of any addendum issued for this project.

Bid security in the amount of 5% of the total bid is required.

For bids in excess of \$100,000, Payment and Performance Bonds in the amount of 100% of the contract amount are required.



The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid as required by AS 36.05.070.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez encourages disadvantaged, minority and women-owned firms to respond and is available to assist said firms in learning how to do business with the City.

Solicitation of bids, award of bid, bid protest of qualified bidders and award of contract will be conducted in accordance with 04 AAC 31.080. Bid protests may be filed within 10 days after notice of Intent to Award is issued.

The City of Valdez “Standard Specifications and Standard Details” shall be used. An electronic copy is available from the City of Valdez website at www.valdezak.gov under “standards and specifications” located on the “quick links” portion of the Capital Facilities Department page.

Advertising Dates: Anchorage Daily News

February 13, 2022
February 20, 2022
February 27, 2022

Bid Express:

February 9, 2022 – March 7, 2022



City of Valdez Instructions to Bidders

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1 Project Number: 21-350-2104 / Contract Number: 1877

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive bid. Please read Sections 6 and 7 carefully.

1. Bid Form
 - A. The Bid Form has been executed and signed.
 - B. Addendum Acknowledgement Form has been executed and signed.
2. Bid Security or Bid Bond
 - A. An executed Bid Security (Bid Bond) in the amount indicated on the Invitation to Bid.
 - B. Verify that the Certificate showing the Corporate Principal on the form is executed if applicable.
3. Alaska Business License, a copy your current license must be included.
4. Alaska Contactor Certificate of Registration
 - A. A copy of your current Alaska Contractor License of Registration in the bidder's name must be included with the bid.
 - B. The Contractor is required to verify that the appropriate license(s) is in place prior to submitting their bid for the project's scope of work.
5. A bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

Note: Any certified checks may be held uncollected at the risk of bidders submitting them.

1. General

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

Bidders will find all required forms and documents contained within this assembly. Please notice under Section 7, Required Documents for Bid, as to which forms and documents are required for your bid to be considered.

2. Explanation to Bidders

Requests from bidders concerning interpretations or clarifications of the bid documents shall be made in writing to the project manager or project engineer. Such requests shall arrive at least three working days prior to the date for opening bids. There needs to be sufficient time allowed for a reply to reach all bidders before the submission of the bids. Explanations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and receipt of the addendum must be acknowledged on the Addendum Form.



3. Site Conditions

Bidders are encouraged to visit the site to ascertain pertinent local conditions, location, accessibility, terrain, labor conditions, conditions of surrounding areas, and any other aspect that may impact the project.

4. Addenda Requirements

All bids must include the Addendum Acknowledgement Form. If addendums have been issued the bidder must state on the form all the addendums have been acknowledged. If no addendums were issued then the bidder is to write “NONE” on the form. The Addendum Acknowledgement Form shall be reviewed prior to acceptance of the bid.

5. Submissions of Bids

All bids must be submitted electronically through Bid Express at www.bidexpress.com. Hard copy or paper submissions will not be accepted.

All electronic bidders must first register on bidexpress.com. Instead of paying paper bidding costs (hand or hired delivery costs), a fee of \$35 will be incurred for those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50 per month for unlimited electronic bid submission for all agencies posting solicitations on the bidexpress.com website, plus get email notifications by agency/work type/commodity code.

For bidders who are bidding online and wish to utilize the electronic bid bond option, please see the [FAQs](#) page regarding electronic bid bonds (bottom of the page in the link).

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

6. Preparation of Bids

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so may result in disqualification. Alternative bids will not be acceptable unless requested.

Bids can be modified until the bid deadline on Bid Express. Modification by facsimile or email will NOT be allowed for bids.

Please note: Deadline for all questions pertaining to this bid is February, 25, 2022 by 4:00 PM (AK Time).



7. Required Documents for Bid

The following listed documents are to be completed and submitted at the time of bidding. Deviation from these requirements will be grounds for rejection of the bid.

- A. Addendum Acknowledgement Form, fully completed original (see Item 6 above also)
- B. Bid Schedule, fully completed original (see Item 6 above also)
- C. Bid Bond, original
- D. Copy of current and appropriate Alaska Contractor License for this Scope of Work.
- E. Copy of current Alaska Business License

8. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of notice of award.

- A. Agreement Pages (2 signed copies)
- B. Entity Acknowledgement (Corporate, LLC, Limited Partnership, Individual)
- C. Non-collusion Affidavit
- D. Contract Bond (Payment Bond: See Bonding Requirements below)
- E. Contract Bond (Performance Bond: See Bonding Requirements below)
- F. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- G. Original signature pages (last page of bid schedule and bid bond)
- H. Certificate of good standing for a Corporation or LLC
- I. City of Valdez Business Registration
- J. Executed W-9 Form
- K. Proof of application for City of Valdez building permit submitted to the Planning Department.

9. Bonding Requirements

- A. Bid Security

Bid Security is required and shall be in the form of a Certified Check for each bid or a Bid Bond prepared on the attached Bid Bond Form.

The Bid Bond must be executed by the bidder as principal and be executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

The Bid Security or Bid Bond shall be issued for five percent (5%) of the bid amount. Bid Securities will be returned to all except the three lowest bidders. The remaining certified checks or bid bonds will be returned, after the Owner and the accepted bidder



have executed the Contract. Failure of the Owner to return the certified checks or bid bonds in a timely manner will create no liability on the part of the Owner. If no award has been made within sixty (60) days after the bid opening, all bidders except the one who has received the notice of intent to award may request the return of their cash, check or bid bonds.

B. Contract Payment Bond

A Contract Payment Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Payment Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Payment Bond will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Payment Bond shall be prepared on the Payment Bond Form that is attached. The Bond must be executed by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

C. Contract Performance Bond

A Contract Performance Bond is not required if the total dollar amount of the contract is less than One Hundred Thousand Dollars (\$100,000).

A Contract Performance Bond is required if the total dollar amount of the contract is equal to or greater than One Hundred Thousand Dollars (\$100,000). Contract Performance Bond) will be in the amount of One Hundred Percent (100%) of the Bid amount.

Contract Performance Bond shall be prepared on the Performance Bond Form that is attached. The Bond must execute by the Contractor as principal and executed by a surety company authorized to transact business in the State of Alaska. The Owner must approve the surety company.

Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

10. Bidder Qualifications

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts or proof in detail as to his previous experience in performing similar or comparable work, technical abilities, equipment, size, manpower and financial resources to complete and perform the work as outlined in the contract documents, plans and specifications.



11. Withdrawal of Bids

Bids may be withdrawn by written request received from the bidder prior to the bid opening time. Errors on the part of the bidder in preparing the bid, confers no right for the withdrawal of the bid after the bid has been opened.

12. Bidders Interested in More than One Bid

If any one party, by or in name of his or their agent, partner or other person, offers more than one bid, all such bids will be rejected. A party who quoted prices to a bidder is not disqualified from quoting prices to other bidders or from a bid directly for the work.

13. Rejection of Bids

The Owner reserves the right to reject any and all bids, when such rejection is in the interest of the Owner; to reject the bid of a bidder who previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner in, in a position to perform the contract; or to waive any irregularities or informalities in a bid.

14. Hiring of Local Labor

The Owner encourages that every Contractor and Subcontractor, employ to the maximum extent practical and allowed by law, qualified people who regularly reside in the project area.

15. Protests

Any protest of the bids or award must be filed by the aggrieved bidder with the Owner, in writing, within ten (10) calendar days of the Notice of Intent to Award requesting a hearing for a determination and award of the contract in accordance with the law. The final decision regarding any protest will rest solely and completely with the Owner.

16. Award of Bid

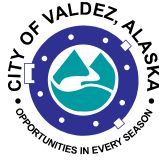
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held February 22, 2022, at 2:00 PM (Alaska Time) at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska. (See page 3 of the Invitation to Bid – for remote attendance link and call-in information for Pre-Bid Meeting).

18. Pre-Award Conference

Before the award of the contract a Pre-Award Conference may be held between the Engineer or Project Manager and the apparent low bidder.



**City of Valdez
Addendum Acknowledgement**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If there are no addendums please state NONE above your name.

Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____
Addendum Number	_____	Dated	_____	Initials	_____

Company Name

Authorizing Name

Date

Title

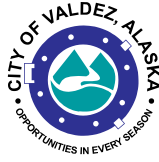
Signature



**City of Valdez
Bid Schedule Page 1 of 2**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	All Req'd	Lump Sum	N/A	
2	All Work and Materials per Construction Documents and Specifications	All Req'd	Lump Sum	N/A	
3	Submittals, Shop & Record drawings, O&M Manuals, and close-out punchlist	All Req'd	Lump Sum	N/A	
4	Owner's Construction Contingency Allowance	All Req'd	Lump Sum	\$15,000	\$15,000
BASE BID	TOTAL BASE BID for Line Items 1-4 Above	All Req'd Line Items 1-4 Above	Lump Sum	N/A	
PLEASE NOTE	The Following Unit Pricing Below is Required for Bids to be Accepted. These additional unit prices are for quantities beyond base bid amount.	N/A	N/A	N/A	N/A
ADD 1	Cast Underlayment, Preparation, and Installation	1 (Up to 1/4" Thickness)	SQUARE FT		N/A
ADD 2	Moisture Vapor Mitigation System, Preparation, and Installation	1	SQUARE FT		N/A



**City of Valdez
Bid Schedule Page 2 of 2**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

Total Base Bid Amount:

Dollars Cents

(\$ _____)

I, _____, hereinafter called Bidder, an individual doing business as _____, (strike out inapplicable words:) a partnership, a corporation incorporated in the State of Alaska, a joint venture, hereby submits this bid and agrees: to hold this bid open for forty five (45) days, to accept the provisions of the Instruction to Bidders, to accomplish the work in accordance with the contract documents, plans, specifications, for the lump sum and unit price amounts as set forth in this bid schedule.

Respectfully submitted this _____ day of _____, 2022

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

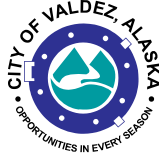
CORPORATE SEAL

Federal I.D. or S.S.N.

ATTEST:

Signature of Corporate Sec.

Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Alaska as surety, hereinafter called the Surety, are held and firmly bound unto

City of Valdez
P.O. Box 307
Valdez, Alaska 99686

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severely, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day or _____, 202_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



**City of Valdez
Agreement Page 1 of 2**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

This agreement is made ____ day of _____, 2022, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: _____ **dollars and _____ cents (\$XXX,XXX).**

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the Contract Documents and addendums by August 5, 2022. Said Contract Documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of One Thousand Dollars (\$ 1,000.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



**City of Valdez
Agreement Page 2 of 2**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

Contractor

Signature

Title

Date

Mailing Address

City, State, Zip Code

Federal I.D. or S.S.N.

Corporate Secretary

Attest: _____
Corporate Secretary

City of Valdez, Alaska, Authorized

Sharon Scheidt, Mayor

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Recommended:

Mark Dettter, City Manager

Date

Nathan Duval, Capital Facilities Director

Date

Approved as to Form:
Brena, Bell & Walker, P.C.

Jon S. Wakeland

Date

City of Valdez Corporate Acknowledgement

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

(To be filled in when Contract is executed in behalf of Corporation)

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____.

(Name of Officer)

(Title of Officer)

(Name of Corporation)

(State of Incorporation) Corporation, on behalf of said Corporation.

Notary Public

My Commission Expires: _____

City of Valdez Non-Collusion Affidavit

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

(to be executed prior to award)

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

I, _____, of _____, being duly sworn, do depose and state:

I, or the firm, association of corporation of which I am a member, a bidder on the Contract to be awarded, by the City of Valdez, Alaska, for the construction of that certain construction project designated as:

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

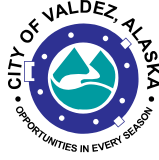
Located at Valdez, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

Signature

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public

My Commission Expires:_____



**City of Valdez
Performance Bond**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called Contractor, and ,

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, AK 99686**

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

for the payment whereof Contractor and Surety bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

in accordance with Drawings and Specifications prepared by

**BDS Architects
3330 C St, Suite 200
Anchorage, AK 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Performance Bond**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

Now, therefore the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly comply with one of the following:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the bidder, arrange for contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this _____ day of _____, 20____

(Witness)

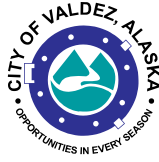
(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



**City of Valdez
Labor and Material Payment Bond**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

Know all men by these presents that:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Valdez
P.O. Box 307
Valdez, Alaska 99686**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Dollars (\$ _____),
(Here insert a sum equal to the contract amount)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20____, entered into a contract with Owner for

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

in accordance with Drawings and Specifications prepared by

**BDS Architects
3330 C St, Suite 200
Anchorage, AK 99503**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



**City of Valdez
Labor and Material Payment Bond**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expirations of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials are

furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business. Or served in any manner in which legal process may be served in the state in which aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county of other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety or mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond

Signed and Sealed this _____, day of _____, 2022

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Contractor Certificate of Substantial Completion**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

CONTRACTOR: _____

This is to certify that I, _____, am a duly authorized official of the said CONTRACTOR working in the capacity of _____, and in my official capacity representing said CONTRACTOR do hereby certify as follows:

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day,_____, 202__.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



**City of Valdez
Contract Release Page 1 of 2**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$_____ as full and final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.

City of Valdez
Contract Release Page 2 of 2

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20____.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

Notary Public in and for Alaska
My Commission expires:



City of Valdez Special Provisions

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and supersede the City of Valdez “Standard Specifications and Standard Details.”

SP 02 Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Demolition of existing flooring and installation of new cast underlayment, new moisture vapor mitigation system, and new flooring as outlined in “Hermon Hutchens Elementary School Flooring and Phased Renovations- Phase I” construction documents and specifications.

SP 03 Time of Completion

PLEASE NOTE: No work on site may commence before June 6, 2022.

All work shall be completed in accordance with the Contract Documents by **August 5, 2022.**

Liquidated damages will be assessed in the sum of One Thousand dollars (\$1,000.00) for each calendar day after the completion date during which the Project remains incomplete.

Substantial Completion: Substantial Completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City) can occupy or use the structure or that which is the subject of the contract, for its intended use.

SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited ‘first come first served’ basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler’s number is 907-835-2356. The project name or



contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

Staging area will be provided on site and must be coordinated with the Project Manager.

The contractor will be responsible for moving furniture and other items necessary to complete the work.

Local building permit fees are waived. The Contractor will be responsible for obtaining local building permits for work, if required, before the NTP is issued. The contractor will need to call the City Planning Department at 907-834-3401.

Existing materials for Phase 1 work were tested by EHS for hazardous containing materials. **No existing materials for Phase 1 work were found to contain hazardous materials.** A full Hazardous Materials testing report is provided within the bid package.

Contractor should be prepared to provide OWNER approved temporary flooring due to any significant delay of materials.

Per Valdez City Schools – School Board Policy – BP 3515.5 Restrictions on Sex Offenders on Campus

Contractors

Any outside contractor with whom the district contracts, and whose employees or agents may have contact with students, is prohibited from sending any employee or agent who is a sex offender/ child kidnapper to any district property when students are present. The contractor shall certify in writing the contractor's knowledge and understanding of this policy.

Legal References:

ALASKA STATUTES

12.63.010-.020 Registration of sex offenders and related requirements; Duration of sex offender or child kidnapper duty to register

12.63.100(5) Registration of sex offenders - Definitions



City of Valdez Special Provisions

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

SP 05 Hazardous Waste Generation

Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

SP 06 Coordination and Schedule

The Contractor shall, within ten (10) working days of the date of the Notice to Proceed, submit to the Engineer a schedule as required in Section 10.5, Control of Work, Article 5.3. The schedule shall be updated every week. An updated schedule shall be submitted with each of the Contractor's Periodic Payment Requests. Failure to provide an updated schedule will be cause to withhold partial payment.

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. The Contractor shall be responsible for all associated cleanup costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish and excess materials of any kind.

SP 08 Permits

The Contractor shall obtain all licenses and permits that are required to do the work. A Building Permit will be required but there will be no charge.

SP 09 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the owner.



City of Valdez Special Provisions

Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877

SP 10 Local Forest Products

Use of timber, lumber, and manufactured lumber products originating from local forests in Alaska shall be used wherever practicable per AS 36.15.010.

SP 11 Payment

Payments shall be in accordance with Section 10.07, Measurement and Payment of the CVSS. All invoices for payment must be submitted on a City of Valdez *Periodic Payment Request Form*. An electronic copy of this form (Excel Spreadsheet) will be made available for the Contractor's use.

Disbursement of money to a person, firm or corporation will be made only after all the various receivable accounts of the general government and any municipal utility or enterprise have been reviewed for outstanding balances owed, and the disbursement will be reduced by setting off the amount of any delinquent indebtedness due the city from such person, firm or corporation.

All contracts to which the city is a party which will or may involve the disbursement of city funds shall contain the following clause, or its substantial equivalent: "Disbursement of money by the City of Valdez hereunder shall subject to set-off pursuant to the provisions of the Valdez City Code." Such contracts include, but are not limited to, oral contracts, employment contracts, construction contracts, purchasing contracts and contracts of any municipal utility or enterprise, including customer's deposits.

SP 12 Change Orders

Changes to the work may be accomplished after award of the contract by change order. Any change to the scope of work, including any cost difference or change in completion date from that shown in the original contract, shall be approved by the Owner in writing prior to initiation of any such work. The Contractor shall provide a written breakdown showing costs of all materials, labor, and any markups for the work for review by the Owner prior to approval.



The total amount of Contractor markups on such work shall be limited to not more than 20% of the actual cost of the work (materials and labor), or not more than 30% of the total cost of the work if such work shall be performed by a subcontractor.

SP 13 Warranty

The Contractor will provide minimum one year warranty from date of substantial completion on all Contractor and Subcontractor supplied materials, labor and services provided.

SP 14 Closeout

Tax Clearances

Upon completion of the project, the Contractor shall grant permission to the Alaska Department of Labor and Workforce Development to provide the Owner with clearance that all Payroll Taxes have been paid by the Contractor and all Subcontractors that have worked on the project.

In addition, the Contractor shall grant permission to the Alaska Department of Revenue to provide the Owner with clearance that all Corporate Taxes have been paid by the Contractor.

Certified Payroll

The Contractor shall provide the Owner with an approved Notice of Completion from the Alaska Department of Labor and Workforce Development upon completion of the project.

Per ADOLWD directive, a portion of the final payment shall be retained by the Owner until such time as an approved Notice of Completion is received. This standard shall also be applied to include the Payroll and Corporate tax clearances.

Release of Liens

Following final payment of the contract, the Contractor shall provide the Owner with a Release of Liens removing all claims the Owner.

Consent of Surety

Following final payment of the contract where Payment and Performance bonds have been issued, the Contractor shall in addition provide the Owner with a Consent of Surety.

Maintenance, Operation, Ownership of the Completed Project

The Contractor shall provide project documentation required to establish an effective facility management and preventative maintenance program that satisfies the requirements of AS 14.11.011(b)(4).

SP 15 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the



Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the Bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, CVSS, and the Special Provisions.

SP 16 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled “**Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1**”. These drawings are by reference included herein.



**City of Valdez
Modifications and Additions to the Standard Specifications**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

Division 10 Standard General Provisions

Article 5.5 Shop Drawings, G. Resubmittal

Add the following:

Contractor to pay Architect / Engineer's current hourly rate for review time of third and subsequent resubmittals on an individual specification section. Expenses shall be deducted from the contractor's monthly pay application.

Article 7.5 Progress Payments

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for payment by Jan. 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



**City of Valdez
Wage Rates**

**Project: Hermon Hutchens Elementary School Flooring and Phased Renovations Phase 1
Project Number: 21-350-2104 / Contract Number: 1877**

Minimum Prevailing Wage Rates and Title 36 Public Contracts Follows
See attached Links:

<http://labor.state.ak.us/lss/pamp600.htm>
<http://labor.alaska.gov/lss/forms/Pam400.pdf>

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.

Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective September 1, 2021

Issue 43

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

A yellow CAT excavator is shown in profile, working on a rocky shore. The excavator's arm is extended, and its bucket is positioned over a pile of large, dark rocks. The background features a bright sunset with orange and yellow hues, and a body of water in the distance. The sky is filled with soft, wispy clouds. The excavator has the 'CAT' logo on its arm and body.

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT
Wage and Hour

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THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

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

September 1, 2021

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2021.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, reading "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
Commissioner

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In this chapter and in AS 36

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

ADDITIONAL INFORMATION

PER DIEM

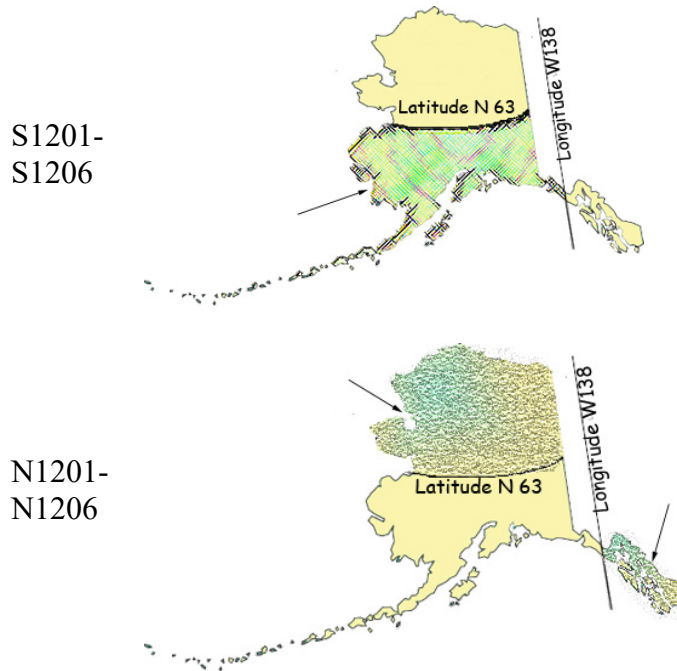
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

EMPLOYMENT PREFERENCE INFORMATION

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

A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

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

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

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

*See per diem note on last page

A0101	Boilermaker (journeyman)	47.03	8.57	17.02	1.90	VAC	SAF	
						3.50	0.34	78.36

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.16	9.00	10.05	0.62	L&M		
						0.20		62.03

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

A0202	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	L&M		
						0.20		62.03

Cleaner (PCC)

A0203	Marble & Tile Finisher	35.99	9.00	10.05	0.62	L&M		
						0.20		55.86

Terrazzo Finisher

A0204	Torginal Applicator	40.10	9.83	8.50	0.55	L&M		
						0.15	0.87	60.00

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	42.34	10.08	15.23	1.75	L&M	SAF	
						0.20	0.20	69.80

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	42.34	10.08	15.77	1.75	L&M	SAF	
						0.20	0.20	70.34

Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

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

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

*See per diem note on last page

							L&M	
A0401	Group I, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Finisher							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Concrete Polishing							
	Concrete Repair							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	General Concrete Pour Tender							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Screeder or Rodder							
	Spackling/Skim Coating							
A0402	Group II, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Form Setter							
A0403	Group III, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator (all concrete surfaces)							
A0404	Group IV, including:	39.38	8.70	11.80	1.43	0.10		61.41
	Acoustical or Imitation Acoustical Finish							
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							

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

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

*See per diem note on last page

A0404	Group IV, including:	39.38	8.70	11.80	1.43		L&M 0.10	61.41
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Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile
Tunnel Worker

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

Culinary Workers

A0501	Baker/Cook	28.37	7.31	7.56			LEG	43.24
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A0503	General Helper	25.07	7.31	7.56			LEG	39.94
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Housekeeper
Janitor
Kitchen Helper

A0504	Head Cook	28.97	7.31	7.56			LEG	43.84
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A0505	Head Housekeeper	25.45	7.31	7.56			LEG	40.32
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Head Kitchen Help

Dredgemen

*See per diem note on last page

A0601	Assistant Engineer	41.76	10.70	13.50	1.00		L&M 0.10 0.05	67.11
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Craneman

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Dredgemen								
*See per diem note on last page								
						L&M		
A0601	Assistant Engineer	41.76	10.70	13.50	1.00	0.10	0.05	67.11
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
						L&M		
A0602	Assistant Mate (deckhand)	40.60	10.70	13.50	1.00	0.10	0.05	65.95
						L&M		
A0603	Fireman	41.04	10.70	13.50	1.00	0.10	0.05	66.39
						L&M		
A0605	Leverman Clamshell	44.29	10.70	13.50	1.00	0.10	0.05	69.64
						L&M		
A0606	Leverman Hydraulic	42.53	10.70	13.50	1.00	0.10	0.05	67.88
						L&M		
A0607	Mate & Boatman	41.76	10.70	13.50	1.00	0.10	0.05	67.11
						L&M		
A0608	Oiler (dredge)	41.04	10.70	13.50	1.00	0.10	0.05	66.39
Electricians								
*See per diem note on last page								
						L&M	LEG	
A0701	Inside Cable Splicer	42.02	14.05	13.90	0.95	0.20	0.15	71.27
						L&M	LEG	
A0702	Inside Journeyman Wireman, including:	41.69	14.05	14.14	0.95	0.20	0.15	71.18
	Technicians (including use of drones in electrical construction)							
						L&M	LEG	
A0703	Power Cable Splicer	60.79	14.05	19.01	0.95	0.25	0.15	95.20
						L&M	LEG	
A0704	Tele Com Cable Splicer	50.53	14.05	16.67	0.95	0.20	0.15	82.55
						L&M	LEG	
A0705	Power Journeyman Lineman, including:	59.04	14.05	18.96	0.95	0.25	0.15	93.40
	Power Equipment Operator							
	Technician (including use of drones in electrical construction)							
						L&M	LEG	
A0706	Tele Com Journeyman Lineman, including:	48.78	14.05	16.61	0.95	0.20	0.15	80.74
	Technician (including use of drones in telecommunications construction)							
	Tele Com Equipment Operator							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Electricians								
*See per diem note on last page								
A0707	Straight Line Installer - Repairman	48.78	14.05	16.61	0.95	L&M	LEG	
						0.20	0.15	80.74
A0708	Powderman	57.04	14.05	18.90	0.95	L&M	LEG	
						0.25	0.15	91.34
A0710	Material Handler	26.57	13.76	5.30	0.15	L&M	LEG	
						0.15	0.15	46.08
A0712	Tree Trimmer Groundman	28.37	14.05	12.59	0.15	L&M	LEG	
						0.15	0.15	55.46
A0713	Journeyman Tree Trimmer	37.30	14.05	12.86	0.15	L&M	LEG	
						0.15	0.15	64.66
A0714	Vegetation Control Sprayer	40.85	14.05	12.97	0.15	L&M	LEG	
						0.15	0.15	68.32
A0715	Inside Journeyman Communications CO/PBX	40.27	14.05	13.85	0.95	L&M	LEG	
						0.20	0.15	69.47
Elevator Workers								
*See per diem note on last page								
A0802	Elevator Constructor	42.76	15.88	19.31	0.64	L&M	VAC	
						0.54	4.74	83.87
A0803	Elevator Constructor Mechanic	61.08	15.88	19.31	0.64	L&M	VAC	
						0.54	6.78	104.23
Heat & Frost Insulators/Asbestos Workers								
*See per diem note on last page								
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.12	1.20	IAF	LML	
						0.14	0.05	60.43
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.12	1.20	IAF	LML	
						0.14	0.05	60.43
A0904	Insulator, Group II	38.68	9.24	11.12	1.20	IAF	LML	
						0.14	0.05	60.43
A0905	Fire Stop	38.68	9.24	11.12	1.20	IAF	LML	
						0.14	0.05	60.43
Ironworkers								
*See per diem note on last page								
A1101	Ironworkers, including:	40.82	9.51	24.28	0.76	L&M	IAF	
						0.20	0.24	75.81

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

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

*See per diem note on last page

						L&M	IAF	
A1101	Ironworkers, including:	40.82	9.51	24.28	0.76	0.20	0.24	75.81
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
A1102	Helicopter	41.82	9.51	24.28	0.76	0.20	0.24	76.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
A1103	Fence/Barrier Installer	37.32	9.51	24.28	0.76	0.20	0.24	72.31

						L&M	IAF	
A1104	Guard Rail Layout Man	38.06	9.51	24.28	0.76	0.20	0.24	73.05

						L&M	IAF	
A1105	Guard Rail Installer	38.32	9.51	24.28	0.76	0.20	0.24	73.31

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Guniting Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
N1203	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1204	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N1205	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
Stake Hopper

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31

Asphalt Worker (shovelman, plant crew)
Brush Cutter
Camp Maintenance Laborer
Carpenter Tender or Helper
Choke Setter, Hook Tender, Rigger, Signalman
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger
Dumpman
Environmental Laborer (hazard/toxic waste, oil spill)
Fence Installer
Fire Watch Laborer
Flagman
Form Stripper

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
S1203	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1205	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
S1206	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
Stake Hopper

Millwrights

*See per diem note on last page

						L&M		
A1251	Millwright (journeyman)	44.00	10.08	12.28	1.10	0.40	0.05	67.91

						L&M		
A1252	Millwright Welder	45.00	10.08	12.28	1.10	0.40	0.05	68.91

Painters, Region I (North of N63 latitude)

*See per diem note on last page

						L&M		
N1301	Group I, including:	34.05	8.85	14.30	1.08	0.07		58.35

Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

						L&M		
N1302	Group II, including:	34.57	8.85	14.30	1.08	0.07		58.87

Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist
Machine/Automatic Taping
Pot Tender
Sandblasting

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region I (North of N63 latitude)								
*See per diem note on last page								
N1302	Group II, including:	34.57	8.85	14.30	1.08		L&M 0.07	58.87
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							
N1304	Group IV, including:	39.66	8.85	17.71	1.05		0.05	67.32
	Glazier							
	Storefront/Automatic Door Mechanic							
N1305	Group V, including:	39.86	8.85	5.00	1.10		0.10	54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Painters, Region II (South of N63 latitude)								
*See per diem note on last page								
S1301	Group I, including :	31.19	8.85	15.15	1.08		L&M 0.07	56.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							
S1302	Group II, including :	32.44	8.85	15.15	1.08		L&M 0.07	57.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							
S1303	Group III, including :	32.54	8.85	15.15	1.08		L&M 0.07	57.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region II (South of N63 latitude)							
*See per diem note on last page							
S1303	Group III, including :	32.54	8.85	15.15	1.08	L&M 0.07	57.69
	Specialty Painter						
	Structural Steel Painter						
S1304	Group IV, including:	39.87	8.85	16.75	1.08	L&M 0.07	66.62
	Glazier						
	Storefront/Automatic Door Mechanic						
S1305	Group V, including:	39.86	8.85	5.00	1.10	L&M 0.10	54.91
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
Piledrivers							
*See per diem note on last page							
A1401	Piledriver	42.34	10.08	15.23	1.75	L&M 0.20 IAF 0.20	69.80
	Assistant Dive Tender						
	Carpenter/Piledriver						
	Rigger						
	Sheet Stabber						
	Skiff Operator						
A1402	Piledriver-Welder/Toxic Worker	43.34	10.08	15.23	1.75	L&M 0.20 IAF 0.20	70.80
A1403	Remotely Operated Vehicle Pilot/Technician	46.65	10.08	15.23	1.75	L&M 0.20 IAF 0.20	74.11
	Single Atmosphere Suit, Bell or Submersible Pilot						
A1404	Diver (working) **See note on last page	86.45	10.08	15.23	1.75	L&M 0.20 IAF 0.20	113.91
A1405	Diver (standby) **See note on last page	46.65	10.08	15.23	1.75	L&M 0.20 IAF 0.20	74.11
A1406	Dive Tender **See note on last page	45.65	10.08	15.23	1.75	L&M 0.20 IAF 0.20	73.11
A1407	Welder (American Welding Society, Certified Welding Inspector)	47.90	10.08	15.23	1.75	L&M 0.20 IAF 0.20	75.36
A1408	Dive Medic Technician (DMT) **See note on last page	46.65	10.08	15.23	1.75	L&M 0.20 IAF 0.20	74.11

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Plumbers, Region I (North of N63 latitude)								
*See per diem note on last page								
N1501	Journeyman Pipefitter	42.91	11.75	17.45	1.50	L&M 0.65	S&L	74.26
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1501	Journeyman Pipefitter	41.00	11.38	15.27	1.55	L&M 0.20		69.40
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
*See per diem note on last page								
X1501	Journeyman Pipefitter	39.82	13.37	11.75	2.50	L&M 0.24		67.68
	Plumber							
	Welder							
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	42.53	10.70	13.50	1.00	L&M 0.10	0.05	67.88
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							

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

Power Equipment Operators

*See per diem note on last page

							L&M		
A1601	Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88	

Drag Scraper, Yarder, and similar types
 Drilling Machines, Core, Cable, Rotary and Exploration
 Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine
 Grade Checker and/or Line and Grade including Drone
 Helicopters
 Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat
 Hydro Ax, Feller Buncher & similar
 Hydro Excavation (Vac-Truck and Similar)
 Loaders (2 1/2 yards through 5 yards, including all attachments):
 (a) Forklifts (with telescopic boom & swing attachment)
 (b) Front End & Overhead, (2-1/2 yards through 5 yards)
 (c) Loaders, (with forks or pipe clamp)
 (d) Loaders, (elevating belt type, Euclid & similar types)
 Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)
 Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer
 Micro Tunneling Machine
 Mixers: Mobile type with hoist combination
 Motor Patrol Grader
 Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield
 Off-Road Hauler (including Articulating and Haul Trucks)
 Operator on Dredges
 Piledriver Engineer, L.B. Foster, Puller or similar paving breaker
 Plant Operator (Asphalt & Concrete)
 Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)
 Remote Controlled Equipment
 Scraper (through 40 yards)
 Service Oiler/Service Engineer
 Shot Blast Machine
 Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
 Sideboom (under 45 tons)
 Sub Grader (Gurries & similar types)
 Tack Tractor
 Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
 Wate Kote Machine

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

*See per diem note on last page

						L&M		
A1602	Group IA, including:	44.29	10.70	13.50	1.00	0.10	0.05	69.64

Camera/Tool/Video Operator (Slipline)
 Certified Welder, Electrical Mechanic, Camp Maintenance Engineer,
 Mechanic (over 10,000 hours)
 Cranes (over 45 tons or 150 feet including jib & attachments)
 (a) Clamshells & Draglines (over 3 yards)
 (b) Tower Cranes
 Licensed Water/Waste Water Treatment Operator
 Loaders (over 5 yards)
 Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to
 final grade and/or to hubs, or for asphalt)
 Power Plants (1000 k.w. & over)
 Profiler, Reclaimer, and Roto-Mill
 Quad
 Scrapers (over 40 yards)
 Screed
 Shovels, Backhoes, Excavators with all attachments (over 3 yards)
 Sidebooms (over 45 tons)
 Slip Form Paver, C.M.I. & similar types
 Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

						L&M		
A1603	Group II, including:	41.76	10.70	13.50	1.00	0.10	0.05	67.11

Boiler - Fireman
 Cement Hogs & Concrete Pump Operator
 Conveyors (except those listed in Group I)
 Hoists on Steel Erection, Towermobiles & Air Tuggers
 Horizontal/Directional Drill Locator
 Locomotives, Rod & Geared Engines
 Mixers
 Screening, Washing Plant
 Sideboom (cradling rock drill, regardless of size)
 Skidder
 Trenching Machines (under 16 inches)
 Water/Waste Water Treatment Operator

						L&M		
A1604	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39

"A" Frame Trucks, Deck Winches
 Bombardier (tack or tow rig)
 Boring Machine
 Brooms, Power (sweeper, elevator, vacuum, or similar)
 Bump Cutter

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators

*See per diem note on last page

						L&M		
A1604	Group III, including:	41.04	10.70	13.50	1.00	0.10	0.05	66.39
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							

						L&M		
A1605	Group IV, including:	34.83	10.70	13.50	1.00	0.10	0.05	60.18
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

Roofers

*See per diem note on last page

						L&M		
A1701	Roofer & Waterproofer	44.62	12.75	3.91	0.81	0.10	0.06	62.25
						L&M		
A1702	Roofer Material Handler	31.23	12.75	3.91	0.81	0.10	0.06	48.86

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Sheet Metal Workers, Region I (North of N63 latitude)

*See per diem note on last page

							L&M	
N1801	Sheet Metal Journeyman	49.04	11.85	14.61	1.80	0.12		77.42

Air Balancing and duct cleaning of HVAC systems
 Brazing, soldering or welding of metals
 Demolition of sheet metal HVAC systems
 Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
 Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
 Fabrication and installation of louvers and hoods
 Fabrication and installation of sheet metal lagging
 Fabrication and installation of stainless steel commercial or industrial food service equipment
 Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
 Metal lavatory partitions
 Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
 Sheet Metal shelving
 Sheet Metal venting, chimneys and breaching
 Skylight installation

Sheet Metal Workers, Region II (South of N63 latitude)

*See per diem note on last page

							L&M	
S1801	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43		72.10

Air Balancing and duct cleaning of HVAC systems
 Brazing, soldering or welding of metals
 Demolition of sheet metal HVAC systems
 Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
 Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
 Fabrication and installation of louvers and hoods
 Fabrication and installation of sheet metal lagging
 Fabrication and installation of stainless steel commercial or industrial food service equipment
 Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
 Metal lavatory partitions
 Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
 Sheet Metal shelving
 Sheet Metal venting, chimneys and breaching

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude)							
*See per diem note on last page							
						L&M	
S1801	Sheet Metal Journeyman	43.75	11.85	14.39	1.68	0.43	72.10
	Skylight installation						
Sprinkler Fitters							
*See per diem note on last page							
						L&M	
A1901	Sprinkler Fitter	49.10	10.55	18.05	0.52	0.25	78.47
Surveyors							
*See per diem note on last page							
						L&M	
A2001	Chief of Parties	45.16	11.83	13.14	1.15	0.10	71.38
						L&M	
A2002	Party Chief	43.57	11.83	13.14	1.15	0.10	69.79
						L&M	
A2003	Line & Grade Technician/Office Technician/GPS, Drones	42.97	11.83	13.14	1.15	0.10	69.19
						L&M	
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	40.85	11.83	13.14	1.15	0.10	67.07
						L&M	
A2006	Chain Person (for crews with more than 2 people)	36.51	11.83	13.14	1.15	0.10	62.73
Truck Drivers							
*See per diem note on last page							
						L&M	
A2101	Group I, including:	41.94	11.83	13.14	1.15	0.10	68.16
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Liquid Vac Truck/Super Vac Truck						
	Material Coordinator or Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
*See per diem note on last page								
A2101	Group I, including:	41.94	11.83	13.14	1.15	L&M		68.16
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
A2102	Group 1A including:	43.21	11.83	13.14	1.15	L&M		69.43
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)							
	Jeeps (driver under load)							
	Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)							
A2103	Group II, including:	40.68	11.83	13.14	1.15	L&M		66.90
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	Boom Truck/Knuckle Truck (over 5 tons)							
	Cacasco Truck/Heat Stress Truck							
	Construction and Material Safety Technician							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)							
	Mechanics							
	Oil Distributor Driver							
	Partsman							
	Ready-mix (up to & including 12 yards)							
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
A2104	Group III, including:	39.86	11.83	13.14	1.15	L&M		66.08
	Boom Truck/Knuckle Truck (up to & including 5 tons)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
	Expeditor (electrical & pipefitting materials)							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Greaser - Shop							
	Semi or Truck & Trailer							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							

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

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

*See per diem note on last page

							L&M	
A2105	Group IV, including:	39.28	11.83	13.14	1.15	0.10		65.50

Air Cushion or similar type vehicle
 All Terrain Vehicle
 Buggymobile
 Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment
 (over 5 tons)
 Bus Operator (over 30 passengers)
 Cement Spreader, Dry
 Combination Truck-Fuel & Grease
 Compactor (when pulled by rubber tired equipment)
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks
 with pups) up to & including 10 yards
 Dumpster
 Expeditor (general)
 Fire Truck/Ambulance Driver
 Flat Beds, Dual Rear Axle
 Foam Distributor Truck Dual Axle
 Front End Loader with Fork
 Grease Truck
 Hydro Seeder, Dual Axle
 Hyster Operators (handling bulk aggregate)
 Loadmaster (air & water operations)
 Lumber Carrier
 Ready-mix, (up to & including 7 yards)
 Rigger (air/water/oilfield)
 Tireman, Light Duty
 Track Truck Equipment
 Truck Vacuum Sweeper
 Warehouseperson
 Water Truck (Below 250 Bbls)
 Water Truck (straight)
 Water Wagon, Semi

							L&M	
A2106	Group V, including:	38.52	11.83	13.14	1.15	0.10		64.74

Buffer Truck
 Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing
 Attachments (up to & including 5 tons)
 Bus Operator (up to 30 passengers)
 Farm Type Rubber Tired Tractor (when material handling or pulling
 wagons on a construction project)
 Flat Beds, Single Rear Axle
 Foam Distributor Truck Single Axle

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

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

*See per diem note on last page

						L&M	
A2106	Group V, including:	38.52	11.83	13.14	1.15	0.10	64.74
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG
N2201	Group I, including:	35.20	8.95	20.66	1.30	0.20	66.51
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	36.30	8.95	20.66	1.30	0.20	67.61
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Floor Preparation, Core Drilling						
	Jackhammer/Chipping Gun or Pavement Breaker						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	37.29	8.95	20.66	1.30	0.20	68.60
	Miner						
	Retimberman						

						L&M	LEG
N2204	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	72.21
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N2204	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21

Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayer
 Powderman (Employee Possessor)
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
 Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N2206	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
 Federal Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
 Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
 Stake Hopper

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51

Brakeman
 Mucker
 Nipper
 Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
 Topman & Bull Gang
 Tunnel Track Laborer

						L&M	LEG	
S2202	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61

Burning & Cutting Torch
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Concrete Laborer
 Floor Preparation, Core Drilling
 Jackhammer/Chipping Gun or Pavement Breaker
 Laser Instrument Operator
 Nozzlemen, Pumpcrete or Shotcrete
 Pipelayer Helper

						L&M	LEG	
S2203	Group III, including:	37.29	8.95	20.66	1.30	0.20	0.20	68.60

Miner
 Retimberman

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S2204	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayer
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
S2206	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
Stake Hopper

Tunnel Workers, Power Equipment Operators

*See per diem note on last page

						L&M		
A2207	Group I	46.78	10.70	13.50	1.00	0.10	0.05	72.13

						L&M		
A2208	Group IA	48.72	10.70	13.50	1.00	0.10	0.05	74.07

						L&M		
A2209	Group II	45.94	10.70	13.50	1.00	0.10	0.05	71.29

						L&M		
A2210	Group III	45.14	10.70	13.50	1.00	0.10	0.05	70.49

						L&M		
A2211	Group IV	38.31	10.70	13.50	1.00	0.10	0.05	63.66

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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*** Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.**

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

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

Title 36

Public Contracts



Wage and Hour Administration Pamphlet 400

Statutes Regulations

January 2021

Alaska Department of Labor
and Workforce Development
Labor Standards and Safety Division



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**

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Anchorage, AK 99504
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Wage and Hour Administration
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Juneau, AK 99811-1149
Phone: (907) 465-4842 Fax: (907) 465-3584
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If you would like to receive Wage and Hour Administration **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications* or *LSS – Wage and Hour Regulations*.

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

The Alaska Department of Labor and Workforce Development is focused on putting Alaskans to work. An important part of that mission is to ensure that working conditions and wage payment practices are legal. This publication, *Pamphlet 400, Title 36, Public Contracts*, is designed to assist employers and employees by providing the applicable laws and regulations.

This pamphlet is set out in two sections. The first section contains the Alaska Statutes (pages 1-9), and the second section contains the Alaska Administrative Code or regulations (pages 10-23). The index of topics on page 24 should provide assistance in locating all of the places a particular topic is referenced.

When reviewing the subjects contained in this pamphlet, keep in mind that the statutes carry the greater weight. The regulations have been established to further clarify and interpret language used in the statutes.

Many wage and hour issues are complex. Please take advantage of the Wage and Hour Administration's cost-free counseling services to answer your questions regarding this pamphlet and Alaska's labor laws. You may call or come in to the nearest Wage and Hour Administration office, Monday through Friday, during regular business hours and a wage and hour investigator will be happy to assist you. Addresses and phone numbers for these offices are listed on the first page of this pamphlet.

For additional copies of this pamphlet, contact the nearest Wage and Hour Administration office in Anchorage, Juneau, or Fairbanks, or you may download and print this pamphlet from our internet site at: <http://labor.alaska.gov/lss/forms/Pam400.pdf>

TITLE 36. Public Contracts

Wage and Hour Administration

Pamphlet 400 - Statutes and Regulations

January 2021

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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Disclaimer:

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

ALASKA STATUTES

TITLE 36. PUBLIC CONTRACTS

CHAPTER 05. WAGES AND HOURS OF LABOR.

Section:

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid, and other information
- 45. Notice of work and completion; withholding of payment
- 60. Penalty for violation of this chapter
- 70. Wage rates in specifications and contracts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

This chapter was modeled after the federal Davis-Bacon Act. 40 U.S.C. § 276a et seq. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 p.2d 817 (1978).

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.
(§ 1 ch 28 SLA 2011)

Sec. 36.05.010. Wage rates on public construction.

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

(§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

Sec. 36.05.020. Basis for determining wage.

A subcontract that is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage.

(§ 14-2-2 ACLA 1949)

Sec. 36.05.030. Authority; investigations; hearings; regulations; enforcement.

(a) The Department of Labor and Workforce Development has the authority to determine the prevailing wage, and whether or not this chapter is being violated. The department may when necessary for the enforcement of this chapter

(1) conduct investigations and hold hearings concerning wages;

(2) compel the attendance of witnesses and the production of books, papers and documents;

(3) adopt regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor and Workforce Development, enforce these provisions.

(§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

Sec. 36.05.035. Notification of contract awards.

Upon awarding a public construction contract, the state or a political subdivision of the state shall

(1) immediately notify the commissioner of labor and workforce development of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and

(2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met.

(§ 3 ch 142 SLA 1972)

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

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

(§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972; am § 1 ch 111 SLA 2003)

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

(a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.

(b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.

(c) A contracting agency

(1) may release final payment on a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that

(A) the primary contractor has complied with (a) and (b) of this section;

(B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and

(C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

(2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.

(d) The notice and filing fee required under (a) of this section may be filed after work has begun if

(1) the public construction contract is for work undertaken in immediate response to an emergency; and

(2) the notice and fees are filed not later than 14 days after the work has begun.

(e) A false statement made on a notice required by this section is punishable under AS 11.56.210. (§ 2 ch 111 SLA 2003; am § 1 ch 28 SLA 2011)

Sec. 36.05.050. Hours to constitute day's work.

[Repealed by § 1 ch 3 SLA 1973.]

Sec. 36.05.060. Penalty for violation of this chapter.

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

(§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

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

(a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

(b) *Repealed by § 17 ch 142 SLA 1972.*

(c) A public construction contract under (a) of this section must contain provisions that

(1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;

(4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

(B) the rates of wages in fact received by laborers, mechanics or field surveyors.

(§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976; am § 1 ch 28 SLA 2011)

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to

proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.
(§2 Ch 52 SLA 1959)

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

(a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, the mechanics or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.
(§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972; am § 1 ch 28 SLA 2011)

Sec. 36.05.100. Effect of AS 36.05.070 - 36.05.110 on other laws.

AS 36.05.070 - 36.05.110 do not supersede or impair authority granted by state law to provide for the establishment of specific wage rates.
(§ 4 ch 52 SLA 1959; am § 10 ch 142 SLA 1972)

Sec. 36.05.110. Contracts entered into without advertising.

The fact that a public construction contract authorized by law is entered into upon a cost-plus-a-fixed-fee basis or otherwise, without advertising for proposals, does not make AS 36.05.070 - 36.05.110 inapplicable if those sections are otherwise applicable to the contract.
(§ 5 ch 52 SLA 1959; am § 1 ch 28 SLA 2011)

Sec. 36.05.120. Regulations governing contractors.
[Repealed by § 17 ch 142 SLA 1972.]

ARTICLE 2. GENERAL PROVISIONS

Section:

900. Definition

Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.
(§ 3 ch 111 SLA 2003)

CHAPTER 10. EMPLOYMENT PREFERENCE

Section:

- 05. Legislative Findings
- 07. State policy
- 20. Apprentices
- 30. Reduction of work force
- 40. Application to contracts involving federal funds
- 70. Unavailability of preferred workers
- 75. Duties of commissioner of Labor and Workforce Development
- 76. Duties of state or political subdivision
- 80. Chapter incorporated in contracts
- 90. Publication of list of violators
- 100. Penalty
- 120. Investigations and hearings 900. Effect of judicial decisions
- 125. Enforcement
- 130. Resident hire report
- 140. Eligibility for preference
- 150. Determination of zone of underemployment
- 160. Preference for residents of economically distressed zones (Deleted)
- 170. Preference for economically disadvantaged minority residents (Deleted)
- 175. Preference for economically disadvantaged female (Deleted)
- 180. Projects subject to preference
- 190. Reporting provisions
- 200. Criminal penalties
- 210. Civil penalties
- 900. Effect of judicial decisions
- 990. Definitions

Sec. 36.10.005. Legislative findings.

- (a) The legislature finds that
 - (1) because of its unique climate and its distance from the contiguous states, the state has historically suffered from unique social, seasonal, geographic, and economic conditions that result in an unstable economy;
 - (2) the unstable economy is a hardship on the residents of the state and is aggravated by the large numbers of seasonal and transient nonresident workers;
 - (3) the rate of unemployment among residents of the state is one of the highest in the nation;
 - (4) the state has one of the highest ratios of nonresident to resident workers in the nation;

(5) the state has a compelling interest in reducing the level of unemployment among its residents;

(6) the construction industry in the state accounts for a substantial percentage of the available employment;

(7) construction workers receive a greater percentage of all unemployment benefits paid by the state than is typical of other states;

(8) historically, the rate of unemployment in the construction industry in the state is higher than the rate of unemployment in other industries in the state;

(9) it is appropriate for the state to consider the welfare of its residents when it funds construction activity;

(10) it is in the public interest for the state to allocate public funds for capital projects in order to reduce unemployment among its resident construction workers;

(11) the influx of nonresident construction workers contributes to or causes the high unemployment rate among resident construction workers because nonresident workers compete with residents for the limited number of available construction jobs;

(12) nonresident workers displace a substantial number of qualified, available, and unemployed Alaska workers on jobs on state funded public works projects;

(13) the state has a special interest in seeing that the benefits of state construction spending accrue to its residents;

(14) the natural resources of land owned by the state belong to the citizens of the state;

(15) Alaskans have chosen to use the majority of the royalties derived from the state's natural resources to fund state government;

(16) the vast majority of the state's revenue is derived from natural resource income rather than from other forms of taxation;

(17) because the state has no personal income tax or sales tax, nonresident workers use services provided by the state but do not contribute fairly to the costs of those services; and

(18) Alaskans, more than the residents of other states, suffer economically when nonresidents displace qualified residents since resident workers contribute local taxes as well as their share of the royalties from natural resources.

(b) The legislature further finds that

(1) the state and its political subdivisions, when acting as a market participant in funding public works projects, should give Alaska residents an employment preference to promote a more stable economy;

(2) the state and its political subdivisions have a duty of loyalty to their citizens and should fulfill this duty by giving residents preference for employment on public works projects they fund;

(3) there is a legitimate and compelling governmental interest and that the public health and welfare will suffer if state residents are not afforded employment preference in state funded construction related work.

(c) The legislature finds that the following factors are reasonable but not exclusive indicators of the ratio of nonresident to resident employees in the state:

(1) the ratio of applicants for unemployment insurance who list out-of-state residences to applicants who list residences in the state;

(2) the ratio of employees who are subject to unemployment insurance coverage and who did not apply for or were denied a permanent fund dividend to employees who were found eligible for a dividend.

(d) The legislature finds that

(1) the number of state residents who are unable to find work is considerably higher than is reflected by unemployment rates based on nationally accepted measures;

(2) many rural state residents who wish to work do not seek employment as frequently as necessary to meet federal definitions of unemployment because of continuing lack of employment opportunities in rural areas of the state.

(§ 1 ch 69 SLA 1985; am § 2 ch 33 SLA 1986)

Sec. 36.10.006. Statement of purpose.

[Repealed § 16 ch 20 SLA 2002.]

Sec. 36.10.007. State policy.

It is the policy of this state that, to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the state will grant an employment preference to residents when the state is acting as a market participant.

(§ 1 ch 69 SLA 1985)

Sec. 36.10.010. Employment preference.

[Repealed § 11 ch 33 SLA 1986.]

Sec. 36.10.020. Apprentices.

Apprentices must be properly registered apprentices in their particular craft.

(§ 1c ch 177 SLA 1960)

Sec. 36.10.030. Reduction of work force.

When a work force is reduced, resident workers, except supervisory personnel, shall be terminated last.

(§ 1d ch 177 SLA 1960)

Sec. 36.10.040. Application to contracts involving federal funds.

In a contract involving expenditure of federal aid funds, this chapter may not be enforced in a manner that conflicts with federal statutes giving preference to veterans or prohibiting other preferences or discriminations among United States citizens.

(§ 2 ch 177 SLA 1960)

Sec. 36.10.050. Employment of aliens.

[Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.060. Employment of prisoners.

[Repealed by § 6 ch 53 SLA 1982.]

Sec. 36.10.070. Unavailability of preferred workers.

(a) An employer subject to hiring requirements under this chapter may request the Department of Labor and Workforce Development to assist in locating qualified, eligible employees. After receiving a request for assistance, the department shall refer qualified, eligible, available residents to the employer to fill the employer's hiring needs. The employer shall cooperate with the department.

(b) If the department is unable to refer a sufficient number of qualified, eligible, available residents able to perform the work, the commissioner of labor may approve the hiring of residents who are not eligible for preference and nonresidents for the balance of the request.

(§ 5 ch 177 SLA 1960; am § 2 ch 208 SLA 1972; am § 3 ch 33 SLA 1986)

Sec. 36.10.075. Regulations.

(a) The commissioner of labor and workforce development shall adopt regulations necessary to carry out the provisions of this chapter including but not limited to the method, time and content of reporting by employers covered by this chapter and reporting provisions permitting on-going supervision by the Department of Labor and Workforce Development on all public works projects covered by this chapter.

(b) The commissioner of labor and workforce development shall adopt regulations to encourage and require the hiring of residents to the maximum extent permitted by law.

(§ 3 ch 208 SLA 1972; am § 4 ch 33 SLA 1986)

Sec. 36.10.076. Notifications by state or political subdivision.

An agency or political subdivision of the state covered by the provisions of this chapter shall notify the Department of Labor and Workforce Development periodically regarding planned public works. Notification shall be in the form and manner prescribed by the Department of Labor and Workforce Development.

(§ 3 ch 208 SLA 1972)

Sec. 36.10.080. Chapter incorporated in contracts.

The provisions of this chapter are considered to be a part of every public works contract.

(§ 6 ch 177 SLA 1960; am § 16 ch 9 SLA 2014)

Sec. 36.10.090. Publication of list of violators.

(a) The commissioner of labor and workforce development shall distribute to all departments and agencies of the state government and to all political subdivisions of the state a list of the names of persons or firms convicted of a violation of this chapter. A person appearing on the list or a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision until after three years from the date of publication of the list.

(b) A local government or school district covered by the provisions of this chapter that is found to be in violation of these provisions may be required to forfeit all or part of the state aid made available for the project in which the violation occurs and in addition may be denied up to 12 months of state community assistance or public school funding. A state department or agency head found to be in violation of this chapter may be required to forfeit the position of the department or agency head.

(c) A person or governmental entity covered by the provisions of (b) of this section who is not satisfied by a decision of the Department of Labor and Workforce Development may, as the final administrative process, appeal the decision to a committee consisting of the commissioners of transportation and public facilities, labor, and workforce development, and administration.

The commissioner of transportation and public facilities is the chairman of the committee. A quorum for conducting business is three members and any decision made must be supported by a majority of the committee members. The committee may, upon a showing of hardship, waive all or any part of the penalty provisions of this chapter.

(§ 7 ch 177 SLA 1960; am § 12 ch 142 SLA 1972; am § 4 ch 208 SLA 1972; am E.O. No. 39, § 11 (1977); am § 35 ch 83 SLA 1998; am § 13 ch 44 SLA 2016)

Sec. 36.10.100. Retainage and Penalty.

(a) A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages that should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency.

(b) A contractor or the agent of a contractor who violates a provision of this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not more than \$500, or by imprisonment for not more than 90 days, or by both. (§ 8 ch 177 SLA 1960)

Sec. 36.10.110. Definitions.

[Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.120. Investigations and hearings.

The Department of Labor and Workforce Development may, when necessary to enforce this chapter,

(1) conduct investigations and hold hearings relating to employment preference;

(2) compel the attendance of witnesses and the production of books, papers and documents;

(§ 13 ch 142 SLA 1972; am § 46 ch 53 SLA 1973)

Sec. 36.10.125. Enforcement.

(a) The attorney general shall, when requested by the Department of Labor and Workforce Development, enforce the provisions of this chapter. The attorney general may obtain a court order prohibiting a contractor or subcontractor violating this chapter from continuing to work on existing public construction contracts of the state or a political subdivision of the state. The state or political subdivision of the state may prosecute the work to

completion by contract or otherwise, and the contractor or subcontractor and the sureties of the contractor or subcontractor are liable for excess costs for completing the work.

(b) A private person is entitled to bring an action in the superior court to enforce the provisions of this chapter if that private person first gives at least 20 days notice to the commissioner of labor and workforce development. The notice must set out

(1) the intent of the private person to bring an action under this subsection;

(2) the specific violation complained of; and

(3) the name of the person accused of the violation.

(c) In an action brought under (b) of this section, the court may, in its discretion, order denial of state community assistance, revenue sharing, or public school funding, forfeiture of office or position, or injunctive or other relief. If the court finds for the plaintiff in an action brought under (b) of this section, it may award the plaintiff an amount equal to the actual costs and attorney fees incurred by the plaintiff.

(§ 13 ch 142 SLA 1972; am § 1 ch 183 SLA 1976; am § 36 ch 83 SLA 1998; am § 14 ch 44 SLA 2016)

Sec. 36.10.130. Resident hire report.

The attorney general and the commissioner of labor and workforce development shall report annually to the governor on the status of employment in the state, the effect of nonresident employment on the employment of residents in the state, and methods to increase resident hire. The report shall be submitted by January 31 of each year, and the governor shall notify the legislature that the report is available.

(§ 5 ch 33 SLA 1986; am § 55 ch 21 SLA 1995)

Sec. 36.10.140. Eligibility for preference; approval of job-training programs.

(a) A person is eligible for an employment preference under this chapter if the person certifies eligibility as required by the Department of Labor and Workforce Development, is a resident, and

(1) is receiving unemployment benefits under AS 23.20 or would be eligible to receive benefits but has exhausted them;

(2) is not working and has registered to find work with a public or private employment agency or a local hiring hall;

(3) is underemployed or marginally employed as defined by the department; or

(4) has completed a job-training program approved by the department and is either not employed or is engaged in employment that does not use the skills acquired in the job-training program.

(b) In approving job-training programs under (a) of this section, the department shall use information and findings from other state and federal agencies as much as possible.

(c) An employer subject to a resident hiring requirement under this chapter shall certify that persons

employed as residents under the preference were eligible for the preference at the time of hiring.

(d) A labor organization that dispatches members for work on a public works project under a collective bargaining agreement shall certify that persons dispatched as residents to meet a preference were eligible for the preference at the time of dispatch.

(e) An employer or labor organization may request assistance from the Department of Labor and Workforce Development in verifying the eligibility of an applicant for a hiring preference under this chapter.

(§ 5 ch 33 SLA 1986)

Sec. 36.10.150. Determination of zone of underemployment.

(a) Immediately following a determination by the commissioner of labor and workforce development that a zone of underemployment exists, and for the next two fiscal years after the determination, qualified residents of the zone who are eligible under AS 36.10.140 shall be given preference in hiring for work on each project under AS 36.10.180 that is wholly or partially sited within the zone. The preference applies on a craft-by-craft or occupational basis.

(b) The commissioner of labor and workforce development shall determine the amount of work that must be performed under this section by qualified residents who are eligible for an employment preference under AS 36.10.140. In making this determination, the commissioner shall consider the nature of the work, the classification of workers, availability of eligible residents, and the willingness of eligible residents to perform the work.

(c) The commissioner shall determine that a zone of underemployment exists if the commissioner finds that

(1) the rate of unemployment within the zone is substantially higher than the national rate of unemployment;

(2) a substantial number of residents in the zone have experience or training in occupations that would be employed on a public works project;

(3) the lack of employment opportunities in the zone has substantially contributed to serious social or economic problems in the zone; and

(4) employment of workers who are not residents is a peculiar source of the unemployment of residents of the zone. (§ 5 ch 33 SLA 1986)

Sec. 36.10.180. Projects subject to preference.

(a) The preferences established in AS 36.10.150 - 36.10.175 apply to work performed

(1) under a contract for construction, repair, preliminary surveys, engineering studies, consulting, maintenance work, or any other retention of services necessary to complete a given project that is let by the state or any agency of the state, a department, office, state board, commission, public corporation, or other organizational unit of or created under the executive, legislative or judicial branch of state government,

including the University of Alaska and the Alaska Railroad Corporation, or by a political subdivision of the state including a regional school board with respect to an educational facility under AS 14.11.020;

(2) on a public works project under a grant to a municipality under AS 37.05.315 or AS 37.06.010;

(3) on a public works project under a grant to a named recipient under AS 37.05.316;

(4) on a public works project under a grant to an unincorporated community under AS 37.05.317 or AS 37.06.020; and

(5) on any other public works project or construction project that is funded in whole or in part by state money.

(b) If the governor has declared an area to be an area impacted by an economic disaster under AS 44.33.285, then the preference for residents of the area established under AS 44.33.285 - 44.33.310 supersedes the preference under AS 36.10.150 - 36.10.175 for contracts awarded by the state.

(c) The commissioner shall define the boundaries of a zone within which a preference applies.
(§ 5 ch 33 SLA 1986; am § 2 ch 80 SLA 1993)

Sec. 36.10.190. Reporting provisions.

An employer obligated to meet resident hire requirements under this chapter shall comply with the reporting provisions that the commissioner of labor and workforce development determines are reasonably necessary to carry out this chapter. Except for statistical data, all information regarding specific employees is confidential and may not be released by the Department of Labor and Workforce Development. However, confidential employee information may be shared between departments for purposes of this chapter.

(§ 5 ch 33 SLA 1986)

Sec. 36.10.200. Criminal penalties.

(a) A person who makes a false sworn statement in connection with a certification of eligibility for an employment preference under this chapter is subject to criminal prosecution for perjury as provided in AS 11.56.200.

(b) A person who makes an unsworn falsification, with the intent to mislead a public servant in the performance of a duty, in connection with a certification of eligibility for an employment preference under this chapter, is subject to criminal prosecution as provided in AS 11.56.210.

(§ 5 ch 33 SLA 1986)

Sec. 36.10.210. Civil penalties.

(a) In addition to any criminal penalties imposed, after a hearing the department may impose a civil penalty on a person who, in connection with certification of eligibility for an employment preference under this chapter,

(1) made a false sworn statement; or

(2) made an unsworn falsification with intent to mislead a public servant in the performance of a duty.

(b) The amount of the civil penalty under (a) of this section for a person who falsely certifies that the person is eligible for an employment preference under this chapter is not more than \$400 for each false certification.

(c) The amount of the civil penalty under (a) of this section for an employer who falsely certifies that employees are residents eligible for a preference under this chapter is not more than \$2,000 for each of the first five false certifications. The penalty for the sixth false certification made by an employer and for each false certification thereafter is at least \$2,000 and not more than \$4,000.

(§ 5 ch 33 SLA 1986)

Sec. 36.10.900. Severability.

If a provision of this chapter, or the application of a provision to a person or circumstance, is held invalid, the remainder of this chapter and the application to other persons or circumstances shall not be affected by the holding. The remainder shall be enforced to the greatest extent constitutionally permissible under the constitutions of the United States and the State of Alaska.

(§ 5 ch 33 SLA 1986)

Sec. 36.10.990. Definitions.

In this chapter

(1) "qualified" means possesses the requisite education, training, skills, or experience to perform the work;

(2) "zone" includes a census area in the state, an economic region of the state, and the state as a whole.

(§ 5 ch 33 SLA 1986)

CHAPTER 15. ALASKA PRODUCT PREFERENCES.

ARTICLE 1. FOREST PRODUCTS PREFERENCE

Section:

10. Use of local forest products required in projects financed by public money

20. Insertion of clause in calls for bids and in contracts

Sec. 36.15.010. Use of local forest products required in projects financed by public money.

In a project financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. (§ 14-3-1 ACLA 1949)

Sec. 36.15.020. Insertion of clause in calls for bids and in contracts.

A clause containing the substance of AS 36.15.010 shall be inserted in all calls for bids and in all contracts awarded. (§ 14-3-2 ACLA 1949)

CHAPTER 25. CONTRACTORS' BONDS.**Section:**

- 10. Bonds of contractors for public buildings or works
- 20. Rights of persons furnishing labor or material
- 25. Optional municipal exemption

Sec. 36.25.010. Bonds of contractors for public buildings or works.

(a) Except as provided in AS 44.33.300, before a contract exceeding \$100,000 for the construction, alteration, or repair of a public building or public work of the state or a political subdivision of the state is awarded to a general or specialty contractor, the contractor shall furnish to the state or a political subdivision of the state the following bonds, which become binding upon the award of the contract to that contractor:

(1) a performance bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond; the amount of the performance bond shall be equivalent to the amount of the payment bond;

(2) a payment bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond for the protection of all persons who supply labor and material in the prosecution of the work provided for in the contract; when the total amount payable by the terms of the contract is not more than \$1,000,000, the payment bond shall be in a sum of one-half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$1,000,000 and not more than \$5,000,000, the payment bond shall be in a sum of 40 percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than \$5,000,000, the payment bond shall be in sum of \$2,500,000.

(b) This section does not limit the authority of the contracting officer to require a performance bond or other security in addition to those, or in cases other than the cases specified in (a) of this section.

(c) When no payment bond has been furnished, the contracting department may not approve final payments to the contractor until the contractor files a written certification that all persons who supplied labor or material in the prosecution of the work provided for in the contract have been paid.

(§ 1 ch 49 SLA 1953; am § 1 ch 77 SLA 1964; am § 14 ch 142 SLA 1972; am §§ 1, 2 ch 180 SLA 1976; am § 8 ch 277 SLA 1976; am 34 ch 108 SLA 1982)

Sec. 36.25.020. Rights of persons furnishing labor or material.

(a) A person who furnishes labor or material in the prosecution of the work provided for in the contract for which a payment bond is furnished under AS 36.25.010 and who is not paid in full before the expiration of 90 days after the last day on which the labor is performed or

material is furnished for which the claim is made, may sue on the payment bond for the amount unpaid at the time of the suit.

(b) However, a person having direct contractual relationships with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond has a right of action on the payment bond upon giving written notice to the contractor within 90 days from the last date on which the person performed labor or furnished material for which the claim is made. The notice must state with substantial accuracy the amount claimed and the name of the person to whom the material was furnished or for whom the labor was performed. The notice shall be served by mailing it by registered mail, postage prepaid, in an envelope addressed to the contractor at any place where the contractor maintains an office or conducts business, or the contractor's residence, or in any manner in which a peace officer is authorized to serve summons.

(c) A suit brought under this section shall be brought in the name of the state or the political subdivision of the state for the use of the person suing in the court with jurisdiction. A suit under this section is subject to AS 08.18.151. A suit may not be started after the expiration of one year after the date of final settlement of the contract. The state or political subdivision of the state is not liable for costs or expenses of the suit.

(§ 2 ch 49 SLA 1953; am § 15 ch 142 SLA 1972 am §58 ch 14 SLA 1987)

Sec. 36.25.025. Optional municipal exemption.

A municipality, by ordinance adopted by its governing body, may exempt contractors from compliance with the provisions as AS 36.25.010(a) if the estimated cost of the project does not exceed \$400,000, and

(1) the contractor is, and for two years immediately preceding the award of the contract has been, a licensed contractor having its principal office in the state;

(2) the contractor certifies that it has not defaulted on a contract awarded to the contractor during the period of three years preceding the award of a contract for which a bid is submitted;

(3) the contractor submits a financial statement, prepared within a period of nine months preceding the submission of a bid for the contract and certified by a public accountant or a certified public accountant licensed under AS 08.04, demonstrating that the contractor has a net worth of not less than 20 percent of the amount of the contract for which a bid is submitted; and

(4) the total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under (3) of this section by more than seven times.

(§ 1 ch 81 SLA 1978)

CHAPTER 95. GENERAL PROVISIONS**Section:**

10. Definitions

Sec. 36.95.010. Definitions.

In this title, unless the context requires otherwise,

(1) "contractor" means the contractor including subcontractors performing work necessary to facilitate public construction;

(2) "laborer, mechanic, or field surveyor" means a person who engages in work which is basically physical or unskilled in nature; or who engages in work, requiring the use of tools or machines, which basically consists of the shaping and working of materials into some type of structure, machine or other object; or who engages in outdoor tasks related to the operation of findings and delineating contour, dimensions, position, topography, as of any part of the earth's surface, by preparation of measured plan or description of any area or other portion of country or of road or line through any area or other portion of country;

(3) "public construction" or "public works" means the on-site field surveying, erection, rehabilitation, alteration, extension or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board;

(4) "resident" means a person who establishes residency under AS 01.10.055;

(5) "retainage" means money withheld from a contractor until completion of a contract or satisfaction of other contingency as evidenced by approval of the applicable pay estimate;

(6) "state or a political subdivision of the state" means any state department, state agency, state university, borough, city, village, school district or other state subdivision;

(7) "wages" includes fringe benefits.

(§ 16 ch 142 SLA 1972; am § 3 ch 89 SLA 1976; am § 16 ch 147 SLA 1978; am § 2 ch 85 SLA 1982; am § 92 ch 6 SLA 1984; am §§ 6, 11 ch 33 SLA 1986)

**ALASKA ADMINISTRATIVE CODE
TITLE 8. LABOR**

PART 2. RESIDENT EMPLOYMENT

CHAPTER 30. PUBLIC CONTRACTS.

Article:

1. Wages and Hours
(8 AAC 30.010 – 8 AAC 30.040)
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ARTICLE 1. WAGES AND HOURS.

Section:

10. Notification of contract awards
20. Certified payroll
25. Fringe benefit contributions
27. Notice of violation requiring withholding
30. Notification of withholding accrued payments
40. Notification of termination of contract

8 AAC 30.010. Notification of Contract Awards.

(a) Within 20 days of awarding a public contract, the state or political subdivision of the state shall notify the commissioner in writing that the contract has been awarded. The writing shall conform to the requirements of AS 36.05.035.

(b) Verification of contractors bonding requirements shall be by certified statement furnished to the commissioner by the state or political subdivision of the state which awarded the contract.

(Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.035

8 AAC 30.020. Certified Payroll.

(a) Before Friday of every second week, each contractor, subcontractor, or owner/operator who performs work on a public construction contract for the state or political subdivision of the state shall file with the department a certified payroll (Form 07-6058) that covers the preceding reporting period.

(b) The certified payroll shall be submitted to the department's regional office in the judicial district in which the work is performed:

- 1st Judicial District - Department of Labor and Workforce Development, Juneau
- 3rd Judicial District - Department of Labor and Workforce Development, Anchorage

2nd and 4th Judicial Districts - Department of Labor and Workforce Development, Fairbanks

(c) Instead of submitting Form 07-6058, a contractor may submit the contractor's payroll form. However, the payroll form must contain the same information and statement of compliance required by Form 07-6058.

(d) Owner/operators who perform duties as laborers, mechanics, or field surveyors while working as contractors or subcontractors on a public work project shall be included on their certified payrolls in the same manner as any other laborer, mechanic or field surveyor. However, an owner/operator who performs duties as a laborer, mechanic, field surveyor is not required to pay themselves each reporting period, but shall report hours worked and actual payments received under the terms of the contract and the period covered by each payment. After deducting operating expenses, the actual payment received by an owner/operator performing duties as a laborer, mechanic, or field surveyor must meet or exceed the minimum prevailing rate of pay in the applicable classification for each hour worked on a public construction project.

(e) If a contractor is under contract to provide trucks on a public construction project and leases a truck to an individual truck driver or dispatches an owner/operator working on that same project, the contractor shall pay no less than the prevailing wage for each hour worked each certified payroll reporting period to that driver.

(Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/01; Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.030 AS 36.05.040
AS 36.10.075

Editor's Note:

As of Register 151 (October 1999), the regulations attorney made technical revisions under AS 44.62.125 (b)(6) to reflect the name change of the Department of Labor to the Department of Labor and Workforce Development made by ch. 58, SLA 1999 and the corresponding title change of the commissioner of labor.

Form 07-6058 (payroll form) required in 8 AAC 30.020 may be obtained from the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The form is also available on the department's website at:
<http://labor.alaska.gov/lss/lssforms.htm>

8 AAC 30.025. Fringe Benefit Contributions.

(a) Employers must remit contributions to union trusts, approved private pension plans, or other approved fringe benefit plans by the 15th of the month following the accrual of the contribution. If the plan itself has a more stringent remittance deadline, the plan deadline shall prevail. A copy of the actual deposit or other satisfactory proof shall be provided the department upon request.

(b) A private pension plan or other fringe benefit plan as referenced in (a) of this section must meet the following conditions in order to be approved as an offset against the prevailing wage rate requirement for fringe benefits:

(1) plan contributions must be

(A) irrevocable;

(B) deposited on a regular basis, not less than monthly, to a trustee or third-party administrator;

(C) free of administrative expense charges to employees, except reasonable and customary administrative fees charged to the plan as a whole, subject to approval of the plan trustee;

(D) non-discretionary;

(E) factored across all work performed by an employee in public construction and non-public construction with the exception of an automatic vesting 401(k) plan;

(2) plan contributions may not be made on behalf of employees who are not eligible to participate in the plan;

(3) except for an automatic vesting 401(k) plan, plan contributions must not be funded solely through hours worked on public construction projects.

(c) Except for an automatic vesting 401(k) plan which allows the actual hourly amount contributed to the plan during the public construction project to be directly credited against fringe benefit payment requirements, to establish an hourly rate for credit against prevailing wage requirements, the amount paid by the employer for the benefit shall be divided by the hours worked by the employee under the plan during the interval under which payments are due to the plan administrator. To allow for seasonal variations, the plan costs may be calculated on an annual basis.

(d) If the hourly rate established under (c) of this section does not meet the prevailing fringe benefit rate, the remainder must be paid to the employee.

(e) If a pension plan meets the requirements under 29 U.S.C. 1001 – 1461 (Employee Retirement Income Security Act of 1974) and includes a minimum vesting requirement, any forfeited amounts must remain in the trust, subject to the authority of the trustee and may not revert to the employer.

(f) The department may disallow an employer from taking credit for fringe benefit contributions as an offset to prevailing wage requirements if the provisions of this section are not met. Upon request, the employer shall provide the following to the department:

(1) a copy of the plan;

(2) a copy of the plan adoption agreement;

(3) the name, address, and telephone number of the plan broker;

(4) the name, address, and telephone number of the plan administrator;

(5) the United States Internal Revenue Service approval letter;

(6) the calculations of the hourly cost equivalent for the plan.

(g) An apprentice shall receive 100 percent of the prevailing fringe benefit rate established in the applicable *Laborers' and Mechanics' Minimum Rates of Pay*, unless a bona fide fringe benefit plan is specified in the applicable Standards of Apprenticeship approved by the United States Department of Labor, Office of Apprenticeship.

(h) In this section, "automatic vesting 401(k) plan," means a 401(k) plan maintained in compliance with 29 U.S.C. 1001 – 1461 (Employee Retirement Income Security Act of 1974) that allows for immediate vesting in the plan to ensure that the employee will not be subject to any forfeiture of amounts contributed to the plan since it has no vesting requirements.

(Eff. 1/2/91, Register 116; am 3/2/2008, Register 185; am 8/12/2018, Register 227)

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.070

8 AAC 30.027. Notice of violation requiring withholding.

When the department determines, under the authority of AS 36.05.030, that a violation has occurred, it shall notify the contracting agency as to the nature and estimated amount of the violation so that the contracting agency can fulfill its obligation to withhold funds under AS 36.05.070

(4). (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.070

8 AAC 30.030. Notification of withholding accrued payments.

(a) If the state or a political subdivision of the state withholds accrued payments under those provisions of its contracts required by AS 36.05.070(c)(4), the state or political subdivision shall notify the commissioner within three working days.

(b) Notification shall be in writing and contain the following information:

(1) name of state agency or political subdivision of the state that awarded the contract;

(2) name of state agency or political subdivision of the state that is withholding accrued payments;

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid.

(Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.070

8 AAC 30.040. Notification of Termination of Contract.

(a) If the state or a political subdivision of the state terminates a contract under those provisions of its contract required under AS 36.05.080, the state or political subdivision of the state shall notify the department within three working days.

(b) Notification shall be in writing and contain the following information:

- (1) name of state agency or political subdivision of the state that awarded the contract;
- (2) name of state agency or political subdivision of the state that is terminating the contract;
- (3) contractor's name and address;
- (4) address of construction site;
- (5) job classification being underpaid;
- (6) wage rate required by contract;
- (7) wage rate actually being paid; and
- (8) proposed action to be taken to complete construction.

(Eff. 7/8/73, Register 47)

Authority AS 36.05.030 AS 36.05.080

ARTICLE 2. WAGE SCALE.**Section:**

50. Wage Scale

8 AAC 30.050. Wage Scale.

(a) The department will determine the prevailing wage rate to be paid laborers, mechanics, and field surveyors. The department will publish this determination in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. The department will periodically revise the prevailing wage rates, on a regional basis, to correspond with the prevailing wage rate for similar work.

(b) The prevailing wage will be determined on a regional basis for two geographic regions of the state, north of North 63 degrees latitude and south of North 63 degrees latitude. A region may be subdivided into zones if the commissioner determines that the prevailing wage rate has local variations within the region. In determining the prevailing wage rate for a region or zone, the department will consider the prevailing wage that represents majority penetration for each work classification. If there is no majority penetration the department may set the prevailing wage rate in the following manner:

(1) If less than a majority of the persons employed at a particular skill level in a particular job class receive the same wage, the prevailing wage rate will be determined by taking the arithmetic mean (average) of the wages in the survey for the job class being considered.

(2) Prior to calculating the arithmetic mean, the survey will be adjusted by eliminating five percent of the extreme wage rates.

(3) For example, in a survey consisting of 75 different pay rates the rates will be arrayed in order of size. Five percent at both ends of the scale, the four

highest and four lowest, will be eliminated. The remaining 67 rates will be the final survey from which the arithmetic mean will be determined to be the prevailing rate of pay.

(4) In determining the prevailing wage rate for a region or zone, the department will consider the prevailing union wage, local practice, and any other standard considered by the department to be appropriate.

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

(1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;

(2) a brief narrative explaining why special wage rates are necessary;

(3) the job class or classes involved;

(4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;

(5) the approximate number of employees who will be affected; and

(6) any other information which might be helpful in determining if special wage rates are appropriate.

(d) The prevailing wage rate established in (a) of this section shall be considered the minimum wage rate that shall be paid to various classes of laborers, mechanics, and field surveyors.

(e) This section shall be made part of every contract that falls within the scope of AS 36.05.010 and 36.05.070(a).

(Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/2001, Register 159; am 3/2/2008, Register 185; am 11/25/2018, Register 228)

Authority: AS 36.05.010 AS 36.05.030
AS 36.05.070

Editor's note:

The pamphlet titled *Laborers' and Mechanics' Minimum Rates of Pay* may be obtained from the Department of Labor and Workforce Development, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The pamphlet is also available on the department's website at:

<http://labor.alaska.gov/lss/lssforms.htm>.

8 AAC 30.051. Purpose.

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

8 AAC 30.052. Board and lodging; remote sites.

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

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

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

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

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

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

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

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.030
AS 36.10.075 AS 36.05.010

8 AAC 30.054. Per diem instead of board and lodging.

(a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met

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

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

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

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

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

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

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

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

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

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.010 AS 36.10.075

8 AAC 30.056. Alternative arrangement.

Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

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

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

(Eff. 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.05.010
AS 36.05.030 AS 36.10.075

ARTICLE 3. Employment Preference.**Section:**

60. *(Repealed)*

61. Contracting agency report requirements

62. Employer reporting requirements

64. Hiring preference for residents of zone of underemployment

65. *(Repealed)*

66. *(Repealed)*

67. *(Repealed)*

68. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems

70. *(Repealed)*

71. *(Repealed)*

72. Determining residency

73. Determination of resident hiring preferences

78. Resident hiring preferences in overlapping or multiple zones

80. *(Repealed)*

81. Compliance with preference requirements

82. Department determination of eligibility for preference

84. Appeals of eligibility determinations

86. Approval of job training programs

8 AAC 30.060. Resident Hiring.

[Repealed 9/27/87]

8 AAC 30.061. Contracting agency reporting requirements.

(a) Within 20 days after awarding a contract or grant covered by AS 36.10.180, a state agency or political subdivision of the state shall file with the department a notice containing

- (1) the name and address of the state agency or political subdivision awarding the contract or grant;
- (2) the name of the head of the state agency or political subdivision awarding the contract or grant;
- (3) the date of the contract or grant award;
- (4) the total amount of the contract or grant;
- (5) the location of the project; and
- (6) the name and address of each contractor and subcontractor performing work on the project.

(b) A state agency or political subdivision of the state shall report immediately to the department any changes or additions regarding the notice required in (a) of this section which involve either

- (1) a change in the identity of a contractor or subcontractor performing work on the project; or
- (2) a change in the total amount of the contract if the change exceeds \$10,000.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.076

8 AAC 30.062. Employer reporting requirements.

(a) Upon request by the department, an employer required to file a quarterly report of employment and wages under AS 23.20.105 - 23.20.535 shall include in its quarterly report the following information for each employee:

- (1) either the occupational title or the four-digit standard occupational classification code for the last position held by the employee; and
- (2) the two-digit geographic area code of the employee's primary work location.

(b) The department will provide each employer required to submit information under (a) of this section with a list of occupational codes and titles applicable to its industry and a map showing the boundaries and code for each geographic area of the state.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.190

8 AAC 30.064. Hiring preference for residents of zone of underemployment.

(a) For purposes of AS 36.10.150, the commissioner will determine that an area is a zone of underemployment if

- (1) the rate of unemployment within the area is at least 10 percent greater than the average national unemployment rate for the most recent 12-month period for which unemployment insurance figures are available, or a longer period determined appropriate by the commissioner to take into account unemployment trends exceeding a one-year period; for example, if the national unemployment rate is seven percent, the rate of unemployment in the area must be at least 7.7 percent for the area to be a zone of underemployment;

(2) at least 10 percent of the jobs in a particular craft or occupation that would be used on a particular public-funded project could be filled by residents of the area who are trained or experienced in that craft or occupation; a determination under this paragraph will be based on data for the quarter of highest employment for the most recent calendar year for which data is available;

(3) the lack of employment opportunities has substantially contributed to serious social or economic problems in the area, as determined under 8 AAC 30.068; and

(4) the employment of nonresidents is a peculiar source of unemployment for residents of the area, as determined under 8 AAC 30.069.

(b) For a public-funded project, the percentage of positions which must be reserved under AS 36.10.150 for eligible residents, in a craft or occupation subject to a hiring preference, is the percentage that would result in a determination under (a) of this section that the area was not a zone of underemployment. The department will compute the percentage for an occupation or craft and announce it after the determination under (a) of this section is made.

(Eff. 9/27/87, Register 103; am 6/8/11, Register 198)

Authority AS 36.10.075 AS 36.10.150

8 AAC 30.065. Hiring Preference for Residents of Economically Distressed Zone.

[Repealed 8/9/2001]

8 AAC 30.066. Hiring Preference for Economically Disadvantaged Minority Residents.

[Repealed 8/9/2001]

8 AAC 30.067. Hiring Preference for Economically Disadvantaged Female Residents.

[Repealed 8/9/2001]

8 AAC 30.068. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems.

For purposes of AS 36.10.150 - 36.10.175 and this chapter, the lack of employment opportunities has substantially contributed to serious social or economic problems if changes in indicators of social and economic problems are linked to changes in the number of people who want to work and are unable to obtain work. The commissioner will use correlation analysis, testimony, professional studies, or other evidence to establish the relationship between unemployment and social or economic problems.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.160

AS 36.10.175 AS 36.10.150

AS 36.10.170

8 AAC 30.069. Determination of peculiar source of unemployment.

For purposes of AS 36.10.150 - 36.10.175, and 8 AAC 30.064, the commissioner will determine that employment of nonresidents is a peculiar source of unemployment if more than 10 percent of the residents of an area who are trained or experienced in a craft or

occupation are unemployed and more than 10 percent of the total number of workers employed in that area in that craft or occupation are not residents of the area.

(Eff. 9/27/87, Register 103; am 08/9/01; Register 159)

Authority: AS 36.10.075 AS 36.10.160
AS 36.10.175 AS 36.10.150
AS 36.10.170

8 AAC 30.070. Annual Report by Agency or Political Subdivision of the State.

[Repealed 9/27/87.]

8 AAC 30.071. Determination of Past Economic Discrimination.

[Repealed.]

(Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.072. Determining residency.

The department will consider the following information in determining whether a person is a resident:

(1) where the person, the person's spouse, and the person's dependent children maintain their principal place of abode;

(2) where the person's dependent children are enrolled in school;

(3) the person's address on driver's licenses;

(4) the person's address on motor vehicle registrations;

(5) where the person's bank, credit union, or other financial accounts are maintained;

(6) the person's address on hunting, fishing, trapping, or other licenses;

(7) where the person is registered to vote;

(8) the person's address as shown on Department of Revenue permanent fund dividend records; and

(9) any other relevant facts.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.14
AS 36.95.010(4)

8 AAC 30.073. Determination of resident hiring preferences.

(a) The commissioner will, at least biennially, determine whether an area is a zone of preference under AS 36.10 and this chapter if enough data is available to make that determination.

(b) The commissioner will include, in the annual resident hire report required under AS 36.10.130, all resident preference determinations made during the previous calendar year.

(c) When an area has been determined to be a resident hiring zone of preference, the department will notify all contractors of record who are or will be performing work on public-funded projects in the zone, and will notify all state agencies and political subdivisions that have public-funded projects in the zone.

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective

immediately and apply to all public-funded projects in the zone.

(Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.075

8 AAC 30.078. Resident hiring preferences in overlapping or multiple zones.

(a) If two areas are determined to be zones of preference under AS 36.10 and this chapter for the same resident hiring preference, and one of the zones is located entirely within the other, the preference requirements will apply to the larger zone.

(b) As provided in AS 36.10.150 - 36.10.175, if a public-funded project is located in more than one zone, the entire project is subject to the resident hiring preferences in effect in those zones.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

8 AAC 30.080.

[Repealed 12/4/76]

8 AAC 30.081. Compliance with preference requirements.

(a) To comply with AS 36.10.150 - 36.10.175, an employer subject to a resident hiring reference shall meet the relevant resident hire percentage, prescribed under this chapter, for each separate workweek. If an area has been determined to be a zone of preference for more than one type of resident hiring preference, the requirements of each preference apply. An employer may count the hire of an eligible resident toward satisfaction of each preference for which the resident qualifies.

(b) An employer subject to a resident hiring preference shall certify that each person hired as a resident under the preference was eligible for the preference at the time of hiring. The employer's certification must be provided on the weekly certified payroll form filed with the department (Form 07-6058); must include the name and residence address of each employee on the project, including supervisory employees; and must include a statement of compliance with all resident hiring preferences in effect.

(c) A labor organization that dispatches members for work on a public-funded project subject to a resident hiring preference shall certify to the employer at the time of dispatch that each person dispatched as a resident to meet a preference was eligible for the preference at the time of dispatch. The labor organization's certification must be in writing and must include the name and residence address of each person dispatched to the project.

(d) An employer subject to a resident hiring preference who is unable to find enough eligible residents may request from the department a waiver to hire an ineligible person for a specific job. The waiver request must be submitted to the department at least seven calendar days before the waiver is required to be considered for approval. Within three working days, the

department shall determine whether the contractor's proposed minimum qualifications for the position covered by the waiver request are acceptable. The employer must place an advertisement using at least one public form of statewide advertising, such as a newspaper with statewide circulation, and must request that the Alaska Employment Service post a statewide facilitated recruitment job order through the Alaska Job Center Network. The advertisement and the job order must run for at least three calendar days, and both must

(1) state that the purpose of the request is to satisfy employment preference requirements of this state under AS 36.10 and that applicants must be residents of this state;

(2) list the job title and minimum qualifications as accepted by the department;

(3) identify the rate of pay including fringe benefits and other compensation, such as travel or room and board;

(4) identify the job location, expected duration of the job, and the number of expected daily and weekly work hours; and

(5) specify that all job seekers apply through the Alaska Job Center Network.

(e) An employer subject to a resident hiring preference who is unable to find enough eligible residents from either private sources or from the applicants referred by the state employment center under (d) of this section may request from the department a waiver to hire an ineligible person for a specific job. A request for a waiver under this subsection must contain

(1) a description of the job for which a waiver is requested, to include the wages, benefits, expected start date, work schedule, and job duration;

(2) the required qualifications for the job for which a waiver is requested;

(3) the qualifications of the person for whom the waiver is requested;

(4) the name and residence address of the person for whom the waiver is requested;

(5) a description of the employer's efforts to obtain an eligible resident from private sources for the job for which a waiver is requested;

(6) a copy of the recruitment report from the Alaska Job Center Network containing the following information and documentation;

(A) a copy of the job order, a listing of all applicants from the job order and other private recruitment efforts, and the listing of the applicants referred to the employer;

(B) the recruitment result report to show the number of individuals interviewed, hired or not hired;

(C) and, a statement from the Alaska Job Center Network that the employer did or did not comply with the recruitment requirements;

(7) the name and location of the project for which the waiver is requested; and

(8) an explanation of why each applicant referred was not hired.

(f) The department will grant a waiver to employ an ineligible person if the employer establishes, to the department's satisfaction, that there are no qualified eligible residents for a specific job. A waiver granted by the department expires six months from the approval date, at the completion of the specific job for which the ineligible person was hired, or at the time the ineligible person terminates, whichever occurs first. The department will either grant or deny the waiver within 20 working days after receiving the request for a waiver and the supporting evidence required under (e) of this section.

(g) A waiver granted under this section will be determined invalid unless the same benefits provided to the ineligible nonresident, such as housing and transportation to the work site, are also offered and provided to eligible resident applicants.

(Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.070 AS 36.10.140 AS 36.180
AS 36.10.190 AS 36.10.075

8 AAC 30.082. Department determination of eligibility for preference.

(a) Following a determination under this chapter that an area is a zone of preference, the department's assistance may be requested in determining a person's eligibility for a resident hiring preference in a craft or occupation on a public-funded project. Application for an eligibility determination must be made on a form available from the division or from any state employment center. An applicant may mail or deliver the completed application to the division or to any state employment center.

(b) A person will be determined to be eligible for a resident hiring preference if the person establishes, to the department's satisfaction, that he or she meets the eligibility criteria in AS 36.10.140 and 36.10.150 - 36.10.175. An applicant will be notified of the department's determination.

(c) The department will, in its discretion, request that an applicant provide additional information to the department. The additional information will be made a part of the application, and will, in the department's discretion, be used in determining the applicant's eligibility.

(d) If a person is determined under this section to be ineligible, a new application may be submitted if there are new or previously undisclosed facts bearing upon eligibility. The applicant shall note that the application is not an initial application and shall set out the new or previously undisclosed facts.

(e) An employer may rely on the department's determination of eligibility under this section in meeting the requirements of AS 36.10.140(c) and 36.10.150 - 36.10.175.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.070 AS 36.10.075
AS 36.10.140

8 AAC 30.084. Appeals of eligibility determinations.

(a) A determination by the department under 8 AAC 30.082 that a person is not eligible for a resident hiring preference is final unless the applicant, or the applicant's representative, files a written appeal with the department within 20 days after receipt of the determination.

(b) An appeal must contain the name and mailing address of the applicant, the reasons for the appeal, and any arguments or information in support of the appeal.

(c) The department will, in its discretion, consider any relevant evidence in deciding an appeal even if the evidence is not admissible under Alaska rules of evidence. The department will, in its discretion, request additional information from the applicant. The applicant must respond in writing to a request for additional information within 10 days after receipt of the request. The department will, in its discretion, grant an extension of time to an applicant for good cause shown.

(d) Any notices or other documents in connection with an appeal will be mailed to the last address furnished by the applicant.

(e) The department will issue a written decision on the appeal within 30 days after receipt of the appeal or within 30 days after the submission of additional information requested under (c) of this section. The decision will include findings of fact and conclusions of law, and will be served on all parties to the appeal. The decision under this subsection is the final decision of the department.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.140

8 AAC 30.086. Approval of job training programs.

(a) For the purposes of AS 36.10.140(a)(4), the following types of job training programs are approved:

(1) a program approved by the Alaska Commission on Postsecondary Education, or by an equivalent agency in another state if the program is located in another state; or

(2) a program approved by the United States Department of Labor, Office of Apprenticeship.

(b) For the purposes of AS 36.10.140(a)(4), the following types of training programs will, in the department's discretion, be approved:

(1) a program sponsored or conducted by an employer or union; or

(2) a program approved under the Workforce Innovation and Opportunity Act (WIOA) 2014, Pub. L. No 113-138).

(Eff. 9/27/87, Register 103; am 8/12/2018, Register 227)

Authority: AS 36.10.140

8 AAC 30.088. Computations regarding hiring preference requirements.

Computing the number of workers or positions for resident employment preference under AS 36.10 and this chapter might result in a number that contains a fraction. In such cases, the fraction is to be dropped. For example, a result of 4.8 workers should be shown as 4 workers.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

ARTICLE 4. INVESTIGATIONS AND HEARINGS.**Section:**

90. Investigations, Conference, and Persuasion

100. Hearings

110. Decisions

8 AAC 30.090. Investigations, conference, and persuasion.

(a) The division will investigate potential violations of AS 36 (Public Contracts), on its own motion or on the complaint of any person.

(b) If, after preliminary investigation, the division finds that probably cause exists to believe that a violation of AS 36.05 or AS 36.10 has occurred, the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 a copy of the complaint or a description of the alleged violation by personal service or certified mail to the last known address of the respondent and to the respondent's registered agent, if any. If respondent is a subcontractor, the division will also provide the prime contractor with a copy of the complaint or a description of the alleged violation by personal service or certified mail to the prime contractor's registered agent.

(c) The division will attempt to eliminate the alleged violation through conference and persuasion by providing the respondent and prime contractor an opportunity for an information conference to discuss the matter and attempt to eliminate the alleged violations.

(d) If an alleged violation is not rectified by the informal conference, or if the respondent or prime contractor fails to attend the conference without good cause, the division will notify the respondent and the prime contractor in writing of the failure of the informal conference. The division will include in its notification a summary of the division's investigative findings.

(e) The respondent or the prime contractor may request a hearing by sending the division a written request postmarked not later than 30 days of the date of the division's notification of the failure of the informal conference under (d) of this section. The hearing request must identify any investigative findings in dispute and the basis for the dispute, including any affirmative defenses. Upon receipt of a request for a hearing, the division will refer the case for hearing. Hearings under this section will be conducted in accordance with 8 AAC 30.100.

(f) If no timely request for hearing is received, the division's investigative findings will be final.

(Eff. 12/4/76, Register 60; am 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/2/2008, Register 185; am 8/12/2018, Register 227)

Authority: AS 23.05.060 AS 36.10.075

AS 36.10.120 AS 36.05.030

8 AAC 30.100. Hearings.

(a) Both respondent and complainant may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent and to the complainant, if any, of the time and place of the hearing on an alleged violation of AS 36.05 or AS 36.10 by certified mail, or by personal service at least 15 days before the hearing. Mailing to the last known address or the address listed with the division of occupational licensing for construction contractors shall be considered valid service. The notice will contain a copy of the complaint and a description of the alleged violation which will be considered at the hearing.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer, to preside over the hearing, and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule which might make improper the admission of such evidence over objection in civil actions, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but will not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent or complainant does not testify in that person's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(Eff. 12/4/76, Register 60; am 1/2/91, Register 116; am

8/9/01; Register 159)

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.120 AS 36.05.030

8 AAC 30.110. Decisions.

(a) The hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director will act upon the hearing officer's recommendation and render a final decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent and complainant, if any, by personal service or certified mail, return receipt requested. If the director determines that the respondent has violated AS 36.05 or AS 36.10, the decision may contain such cease and desist orders and other orders and relief, including a recommendation that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090 and AS 36.10.090, as the director considers appropriate to correct the unlawful conduct. If, after the director's decision finding the respondent in violation of AS 36.05 or AS 36.10 is served on the respondent, the director determines that the respondent has not ceased or has failed to correct the unlawful conduct, the director will refer the matter to the attorney general for enforcement.

(Eff. 12/4/76, Register 60; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.125 AS 36.05.030
AS 36.10.120

ARTICLE 5. DEBARMENT.**Section:**

200. Review and Recommendations

210. Hearings

220. Decisions

230. Appeals

240. Request for Removal

8 AAC 30.200. Review and Recommendations.

(a) Contractors or subcontractors who have disregarded their obligations to employees as defined in 8 AAC 30.900 may be subject to debarment for three years.

(b) Debarment will be considered in those cases in which a contractor or subcontractor has committed willful, aggravated or repeated violations of the provisions of AS 36.05.

(c) The standards to be considered in determining if the contractor's or subcontractor's violations merit recommendation for debarment are

(1) falsification or concealment of records;

(2) refusal to pay prevailing wages;

(3) failure to pay prevailing wages;

(4) extent and seriousness of the violations; or

(5) three or more violations on the same or separate contracts within a five-year period.

(d) A prime contractor may be considered for debarment in cases where the violations are committed by its subcontractors. Criteria considered in determining whether a prime should be debarred are:

(1) a history of subcontractors violating under that prime;

(2) failure of the prime contractor to notify its subcontractors of the requirements of AS 36.05; and

(3) informing subcontractors how not to comply, or assisting a subcontractor in not complying with AS 36.05.

(e) At the completion of an enforcement action against a contractor or subcontractor for a violation of AS 36.05, the investigator will review the file to determine if a recommendation for debarment is warranted in accordance with (c) or (d) of this section. If it is determined that a recommendation for debarment is proper, the investigator will forward the recommendation citing specific statutes through his or her supervisor to the director. The director will review the recommendation of the investigator and determine if the case will be referred for hearing.

(f) When, as a result of an investigation conducted by the department, the director finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of AS 36.05 which constitute a disregard of its obligations to employees under that chapter, the director shall notify by personal service or certified mail to the last known address, the contractor or subcontractor and its responsible officers, of the finding. The director shall afford the contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under AS 36.05.090. The director will furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified request a hearing, the request must be made by letter postmarked within 30 days of the date of the letter from the director. The request must set forth any findings which are in dispute and the reasons therefore, including any affirmative defenses to be raised. Upon receipt of a request for a hearing, the director shall refer the case for hearing to determine the facts in dispute.

(g) Hearings under this section shall be conducted in accordance with 8 AAC 30.210. If no hearing is requested within 30 days of the date of the director's letter, the director's findings shall be final.

(Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.210. Hearings.

(a) The respondent may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or

other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent of the time and place of the hearing on an alleged violation of AS 36.05 by certified mail or by personal service at least 15 days before the hearing. The notice will contain a summary of investigative findings that will be considered at the hearing. Service on the address a contractor or subcontractor has provided to the division of occupational licensing for the purpose of obtaining a contractor's license, or the last known address furnished by the contractor or subcontractor, shall be considered valid service.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer to preside over the hearing and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule that might make improper the admission of such evidence over objection in civil actions, if the evidence is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but is not sufficient in itself to support a finding unless the hearsay evidence would be admissible over objection in civil actions. The hearing officer may issue subpoenas at the request of either party or on the hearing officer's own motion.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent does not testify in the respondent's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(k) The department has the burden of proving that the alleged violations have occurred. The standard of proof required is by a preponderance of the evidence.

(Eff. 1/2/91, Register 116; am 8/9/01, Register 159)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.220. Decisions.

(a) Within 90 days of concluding a hearing, the hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director may accept the recommendations, in part or in whole, or may remand the matter for further hearing. The director must act upon the hearing officer's recommendation and render a decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent by personal service or certified mail. If the director determines that the respondent has disregarded its obligations to employees under AS 36.05, the decision will order that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090.

(c) In the absence of or in addition to action of a state disbursing officer or local fiscal officer, the department will distribute a list reflecting the names of debarred contractors and the effective period of the debarment.

(Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.230. Appeals.

The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure.

(Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.240. Request for Removal.

Any person or firm debarred under AS 36.05.090 and 8 AAC 30.220 may, in writing, request removal from the debarment list after six months from the date the debarment took effect. All requests should be directed to the director of labor standards and safety and must contain a full explanation of the reasons why such person or firm should be removed from the debarred list. In cases where the contractor or subcontractor failed to make full restitution of wages and fringe benefit contributions to all underpaid employees, a request for removal will not be considered until all underpayments, including appropriate interest, are made. In other cases, the director will examine the facts and circumstances surrounding the violative practices which caused the debarment and issue a decision as to whether or not the person or firm has demonstrated a current responsibility to comply with AS 36.05 and therefore should be removed from the ineligible list.

(Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

ARTICLE 6. GENERAL PROVISIONS.

Section:

900. General Definitions

910. Definition of "On-Site."

920. Definition of "Economic Region."

8 AAC 30.900. General Definitions.

In this chapter and in AS 36

(1) "commissioner" means the commissioner of labor and workforce development;

(2) "crafts" and "occupations" mean the occupations identified in the *Standard Occupational Classification Manual* (2018 edition);

(3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;

(4) "department" means the Alaska Department of Labor and Workforce Development;

(5) "director" means the director of the labor standards and safety division of the department;

(6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:

(A) failure or refusal to pay basic prevailing wages;

(B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;

(C) failure to pay at least once a week;

(D) failure to pay unconditionally; or

(E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

(7) "division" means the labor standards and safety division of the department;

(8) "eligible resident" means a person who meets the requirements of AS 36.10.140(a) and AS 01.10.055 and who, under 8 AAC 30.072, would be determined to be a resident of an area that has been determined by the department under this chapter to be a resident hiring zone of preference;

(9) "hire" and its derivatives mean engaging an individual to work on a public-funded project, and includes the transfer of an existing employee from one location to another or from one craft or occupation to another;

(10) "interest" as used in AS 36.05.090 means more than five percent investment in a partnership or association, more than ten percent share in stock in a corporation, or holding any elected or appointed office in the business entity;

(11) "majority penetration" means that the majority of qualified laborers, mechanics, and field surveyors working at a particular skill level in a particular job class, as indicated by response to a department survey, receive a particular wage;

(12) "marginally employed" means that a person is employed for fewer than 30 hours a week and the person wishes to work 30 hours or more a week;

(13) "owner/operator" as used in 8 AAC 30.020(d) means those independent contractors who by virtue of the duties they perform, or the manner in which they perform them, cannot be considered employees of the person or entity who has contracted for their services; in this paragraph, "independent contractor" means a person who

(A) has an express contract to perform the services;

(B) is free from direction and control over the means and manner of providing services, subject only to the right of the individual for whom, or entity for which, the services are provided to specify the desired results, completion schedule, or range of work hours, or to monitor the work for compliance with contract plans and specifications, or federal, state, or municipal law;

(C) incurs most of the expenses for tools, labor, and other operational costs necessary to perform the services;

(D) has the opportunity for profit and loss as a result of the services performed for the other individual or entity; and

(E) is free to hire and fire employees to help perform the services for the contracted work;

(14) *[repealed 8/9/2001;]*

(15) "person" and "persons" as used in AS 36.05.090 means a person as that term is defined in AS 01.10.060 (8);

(16) "prevailing wage rate" means the total of the basic hourly rate, health and welfare, pension, legal service, apprentice training payments and other fringe benefits which inure to the benefit of the worker, as published by the department;

(17) "public-funded project" means a project described in AS 36.10.180 and AS 36.95.010 (3);

(18) "qualified" means having the education, training and experience necessary to perform the duties and satisfy the terms and conditions which are usual for the industry or profession or having the status specified in AS 36.95.010 (4);

(19) "state agency" means a state agency described in AS 36.10.180 (a)(1);

(20) "state employment centers" means those offices maintained by the department whose functions are to aid the unemployed in finding employment;

(21) "underemployed" means employed in a job that requires less skill or training than a job for which the employee is trained and qualified.

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

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field

surveyor first reports on-site to the project through the final date the person reports on-site to the project.

(Eff. 7/8/73, Register 47; am 12/4/76, Register 60; am 7/30/82, Register 83; am 9/27/87, Register 103; am 1/2/91, Register 116; am 8/9/01, Register 159; am 8/12/2018, Register 227; am 11/25/2018, Register 228; am 1/10/2021, Register 273)

Authority: AS 23.05.060 AS 36.10.075
AS 36.95.010 AS 36.05.030
AS 36.10.140

Editor's note:

Copies of the Standard Occupational Classification Manual adopted by reference in 8 AAC 30.900(2) are available for review at the Anchorage, Fairbanks, and Juneau offices of the department.

As of Register 151 (October 1999), the regulations attorney made technical revisions under AS 44.62.125 (b)(6) to reflect the name change of the Department of Labor to the Department of Labor and Workforce Development made by ch. 58, SLA 1999 and the corresponding title change of the commissioner of labor.

8 AAC 30.910. Definition of "on-site."

(a) In AS 36.95.010(3), "on-site" means at the physical place where the construction called for in a contract will remain when work on it has been completed and at other property used by the contractor or subcontractor in the construction which can reasonably be said to be included in the site because of proximity. The scope of "on-site"

(1) has the following exceptions:

(A) for a truck driver employee or truck driver owner/operator working for a contractor or subcontractor on the project, "on-site" encompasses all round-trip truck driving activity associated with delivering or hauling away materials, equipment, or supplies for the purposes of completing a public construction contract;

(B) for a truck driver employee or truck driver owner/operator who is working for a contractor or subcontractor on the project, and who, for the purposes of completing a public construction contract, hauls materials, equipment, or supplies away from a public construction project footprint, but does not return to the public construction project, "on-site" encompasses the haul-away activities until the truck is offloaded;

(C) a truck driver performing delivery as an employee of a bona fide material supplier or common carrier is not "on-site" when delivering materials from a location that is not "on-site," including that material supplier's home yard or warehouse, if that location is not dedicated exclusively or nearly so to performance of one or more public construction projects;

(2) is extensive for larger projects, including airports, dams and roads, and includes the whole area in which the contract construction activity will take place; work areas separate from the physical footprint of the construction activity, including fabrication plants, mobile factories, batch plants, borrow pits, rock quarries, job headquarters, tool yards, and similar work areas, are "on-

site" if they are in close proximity and are dedicated exclusively or nearly so to performance of one or more public construction projects during the period of contract construction activity;

(3) for smaller projects, normally includes no more than the building itself and its grounds and other land or structures that are "down the block" or "across the street" that the contractor or subcontractor uses in performance of a particular public construction project.

(b) Laborers, mechanics, or field surveyors who perform duties within the limits of "on-site" are subject to the department's wage decision for all hours spent working "on-site." Workers who, under this subsection, are subject to the department's wage decision include

(1) flaggers;

(2) barricade suppliers who set up or move barricades or other traffic control devices;

(3) employees of bona fide material suppliers or common carriers who perform work "on-site," other than mere delivery, including drivers or delivery workers assisting in specific placement of asphalt or concrete during construction operations, stocking materials in rooms or on floors, or otherwise performing work in construction;

(4) workers who perform mobilization or demobilization activities;

(5) workers contracted or employed by material or equipment suppliers who erect, clean, repair, construct, or perform operational checks, other than contractually obligated warranty work, on equipment or material located "on-site"; and

(6) laborers, mechanics, or field surveyors who are engaged by a person or business that is hired or contracted by a prime construction contractor or subcontractor to provide services that are integral and necessary to the construction project; workers who are subject to this paragraph

(A) shall be considered to be "on-site" in the performance of those duties that the contractor or subcontractor was required to perform;

(B) include a trucking firm other than a common carrier whose services are engaged by a construction contractor or subcontractor on a public works job to pick up materials from a supplier's delivery point and transport them to the job site.

(c) Not included in "on-site" are permanent home offices, branch plants, fabrication plants, tool yards, and other establishments of a contractor or subcontractor whose locations and continuance are governed by its general business operations. This is so even though mechanics, laborers, and field surveyors working at these establishments may repair or maintain machinery used in contract performance or make doors, windows, frames, or forms called for by the contract while continuing normal commercial work. Regardless of the activities performed at these establishments, the department's wage decision does not apply, because they are not "on-site." However, if mechanics, laborers, or field surveyors are required to go to a place that is "on-site" to perform activities on the

contract, the department's wage decision is applicable for the actual time so spent, not including travel.

(d) For purposes of this section, a location or work area, or the existence or continuing operation of an enterprise, is dedicated exclusively or nearly so to one or more public construction projects if

(1) the location, work area, or enterprise is established in conjunction with one or more public construction projects; and

(2) during the year before a public construction project and during the life of a public construction project, less than 10 percent of documented sales or other uses are attributed to non-public construction projects.

(e) For purposes of this section, a site is in proximity to a public construction project if it is nearby the public construction project footprint and used on a regular and recurring basis to complete the public construction contract. The department will determine whether a site is in proximity to a public construction project on a project-by-project basis, taking into account

(1) the type of project;

(2) whether the use of a nearby site is required for completion of the project;

(3) whether the area of contract operations is developed or undeveloped; and

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

(A) means a commercial enterprise that holds itself out to the public as offering to supply sand, gravel, ready-mixed concrete, hot asphalt, or other construction materials to multiple clients for both public and private jobs; does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects;

(2) "common carrier"

(A) means a commercial enterprise that holds itself out to the public as offering to transport freight or passengers and delivers multiple types of materials to multiple clients for both public and private jobs on a recurrent basis over established routes; in this subparagraph, "freight"

(i) means materials, supplies, and equipment, other than materials described in (ii) of this subparagraph;

(ii) does not include dirt, sand, gravel, rock, or other naturally occurring earth materials;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects.

(Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/2001, Register 159; am 3/24/2011, Register 197)

Authority: AS 23.05.060 AS 36.05.030

AS 36.10.075

8 AAC 30.920. Definition of "Economic Region."

In AS 36.10, "economic region" means a geographic area of the state sharing similar economic or demographic characteristics.

(Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.990

Editor's note:

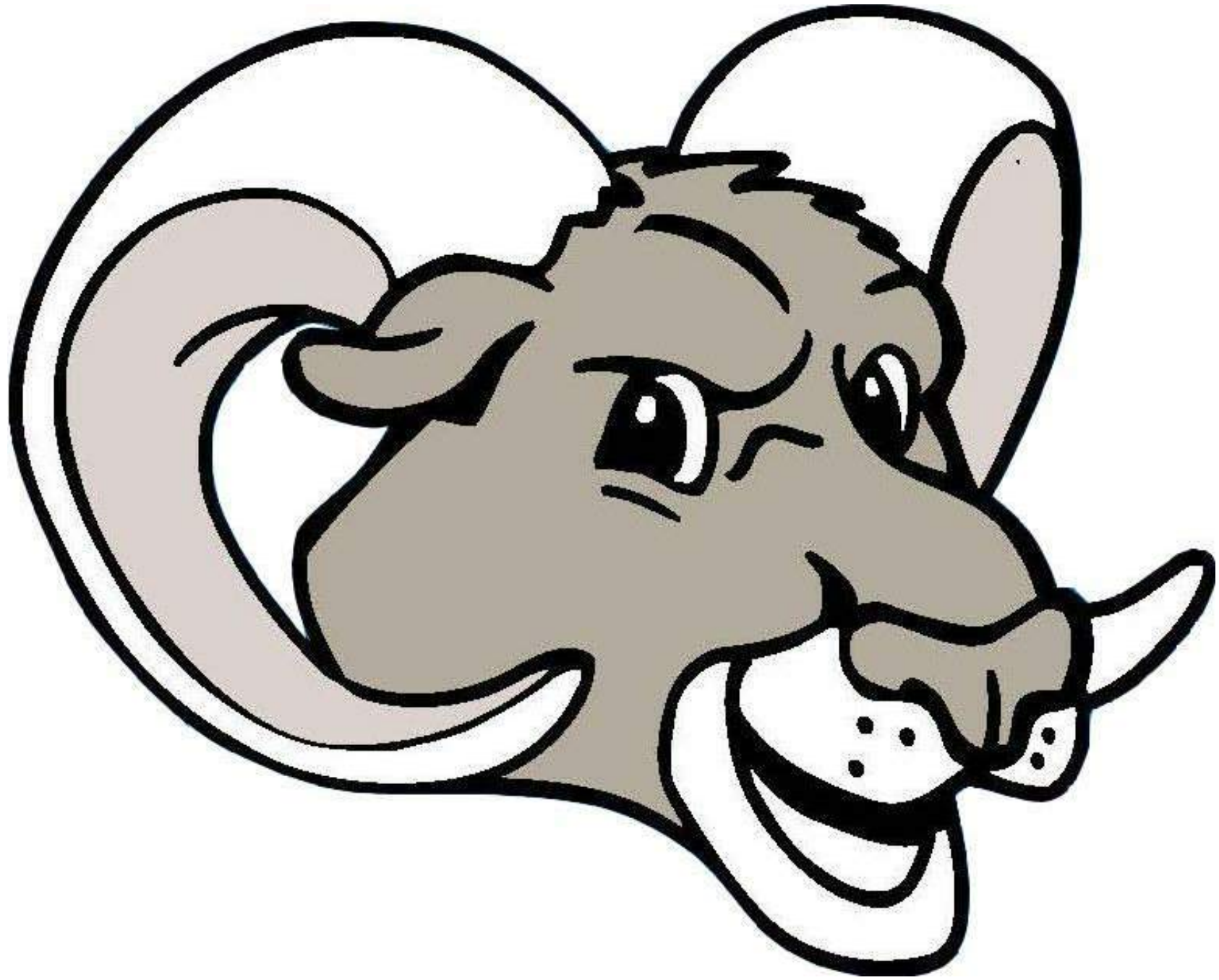
Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, Alaska 99504.

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CITY OF VALDEZ

HERMON HUTCHENS ELEMENTARY

SCHOOL FLOORING AND PHASED

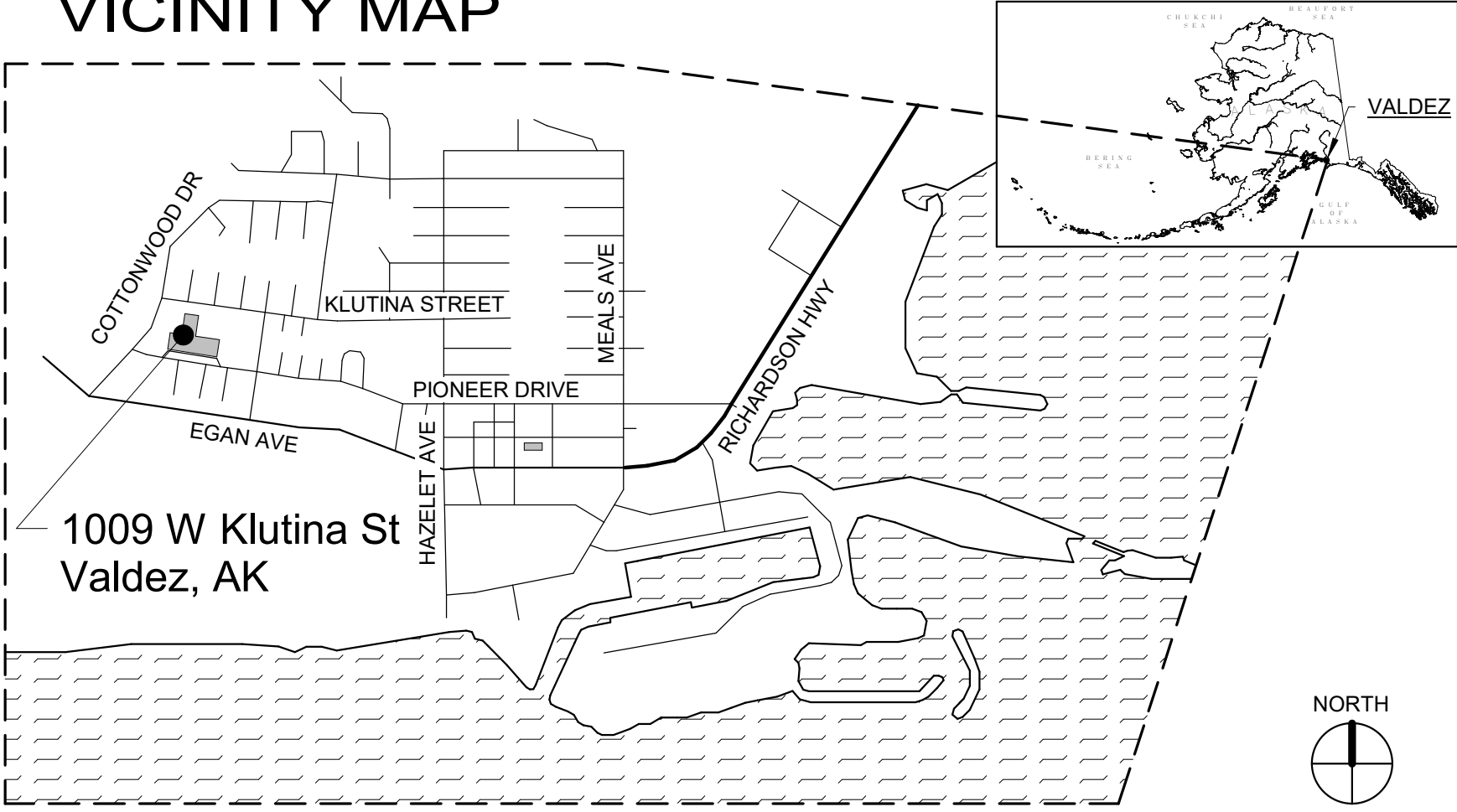
RENOVATIONS PHASE 1

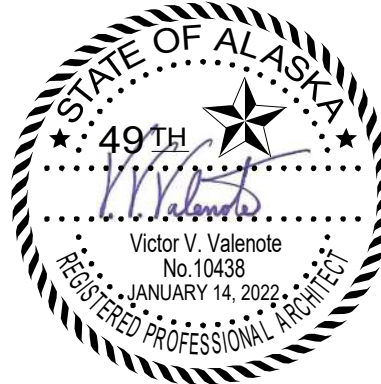
Valdez, Alaska

BID DOCUMENTS

JANUARY 14, 2022

REVISIONS		
No	Description	Date

VICINITY MAP 		OWNER City of Valdez 212 Chenega Avenue P.O. Box 307 Valdez, Alaska 99686 (907) 835-5478 CONTACT: Lindy Vititow, Project Manager LVititow@ValdezAK.Gov	ARCHITECT BDS Architects 3330 C Street Suite 200 Anchorage, Alaska 99503 (907) 771-3703 CONTACT: Bryce Hamels, Architect bryceh@bdsak.com	UNIT PRICING 1. REFER TO 01 22 00 UNIT PRICES. ALL UNIT PRICES ARE FOR ADDITIONAL QUANTITIES TO SCOPE OF WORK SHOWN WITHIN THE CONTRACT DOCUMENTS.	PROJECT DESCRIPTION THIS PROJECT WILL REPLACE THE EXISTING FLOOR FINISHES, BASE, AND CEMENTITIOUS CAST UNDERLAYMENT IN THE CAFETERIA AND OTHER AREAS AS INDICATED IN THESE DOCUMENTS.
GENERAL NOTES 1. THESE DRAWINGS WERE PREPARED FROM AS-BUILT DOCUMENTS PROVIDED BY THE CITY OF VALDEZ. ACTUAL FIELD CONDITIONS MAY DEVIATE FROM THESE DRAWINGS. EXISTING CONDITIONS ARE SHOWN AS ACCURATELY AS POSSIBLE. NOTIFY THE ARCHITECT IN WRITING OF ANY DEVIATIONS. 2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION IMPACTED BY THE WORK. 3. CLEANING DURING CONSTRUCTION: CONTROL ACCUMULATION WASTE MATERIALS AND RUBBISH. DISPOSE OF WASTE IMMEDIATELY. KEEP AREAS FREE OF HAZARDS AND RUBBISH. 4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SITE AND BUILDING FROM PROJECT RELATED DAMAGE.		CODE INFORMATION • THIS DESIGN / CODE DATA REFERS TO INTERIOR FINISH WORK ONLY • 2012 INTERNATIONAL BUILDING CODE (IBC) 2012 INTERNATIONAL FIRE CODE (IFC) 2012 INTERNATIONAL MECHANICAL CODE (IMC) 2012 INTERNATIONAL FUEL GAS CODE (IFGC) 2014 NATIONAL ELECTRICAL CODE (NEC) 2012 UNIFORM PLUMBING CODE (UPC) NFPA 13 AS ADOPTED BY THE STATE OF ALASKA • OCCUPANCY: E; NO CHANGE IN OCCUPANCY CONSTRUCTION TYPE: IIIA / VB ALLOWABLE AREA: IIIA - 82,728; VB - 38,000 SF ACTUAL AREA: 96,000 SF SPRINKLERED: YES		DRAWING INDEX G0.01 COVER SHEET A0.01 ABBREVIATIONS, SYMBOLS & SCHEDULES A1.01 OVERALL FLOOR PLAN A1.02 ENLARGED CAFETERIA PLANS A1.03 ENLARGED PLANS A1.04 ENLARGED PLANS A2.01 DEMO PHOTOS	



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RENOVATIONS PH 1

VALDEZ, ALASKA

BDS Project No.: 421006
Client Project No.:

BID DOCUMENTS
JANUARY 14, 2022

COVER SHEET
G0.01

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ARCHITECTURAL ABBREVIATIONS

# & @	NUMBER AND AT	IBC IFC HMM IN INCL INFO INSUL INT	INTERNATIONAL BUILDING CODE INTERNATIONAL FIRE CODE INSULATED HOLLOW METAL INCH INCLUDED INFORMATION INSULATION INTERIOR	SA SAM SBS SCHED SF SCP SD SEBS	SUPPLY AIR SELF ADHERING MEMBRANE STYRENE- BUTADIENE-STYRENE SCHEDULE SEAT COVER DISPENSER SCUPPER SMOKE DETECTOR / SOAP DISPENSER STYRENE-ETHYLENE- BUTADIENE-STYRENE SECTION SQUARE FEET SHOWER SHEET SIMILAR SIP SHEET METAL SND SANITARY NAPKIN DISPENSER SNDU SANITARY NAPKIN DISPOSAL UNIT SPEC SPECIFICATION SPKL SPRINKLER SPKR SPEAKER SPF SPRAY POLYURETHANE FOAM SQ SQUARE SS STAINLESS STEEL STD STANDARD STL STORAGE STRUC STRUCTURAL SVF SHEET VINYL FLOORING
AB ABV A/C ACM ACOUS ACT ADD ALT ADDL ADJ AFF ALT ALUM ANOD APPROX ARCH AWW	ANCHOR BOLT ABOVE AIR CONDITIONING ASBESTOS CONTAINING MATERIALS ACOUSTICAL ACOUSTICAL CEILING TILE ADDITIVE ALTERNATE ADDITIONAL ADJACENT ABOVE FINISH FLOOR ALTERNATE ALUMINUM ANODIZED APPROXIMATE ARCHITECTURAL ALL WEATHER WOOD	J-BOX JT KD KIT L LAM LAV LB LB/SF LF LG LR LVR LVT	JUNCTION BOX JOINT KNOCK DOWN KITCHEN LENGTH LIQUID APPLIED MEMBRANE LAVATORY POUND POUND PER SQUARE FOOT LINEAR FOOT LIGHT GUARD INSULATION BOARD LIVING ROOM LOUVER LUXURY VINYL TILE	SECT SF SHR SHT SIM SIP SM SND SNDU SPEC SPKL SPKR SPF SQ SS STD STL STRUC SVF	SECTION SQUARE FEET SHOWER SHEET SIMILAR STRUCTURAL INSULATED PANEL SHEET METAL SANITARY NAPKIN DISPENSER SANITARY NAPKIN DISPOSAL UNIT SPECIFICATION SPRINKLER SPEAKER SPRAY POLYURETHANE FOAM SQUARE STAINLESS STEEL STANDARD STORAGE STRUCTURAL SHEET VINYL FLOORING
BB BD BKBD BLDG BLKG BM BO BOD BR BSMT BTWN BUR	BASE BID BOARD BACK BOARD BUILDING BLOCKING BEAM BOTTOM OF BOTTOM OF DECK BEDROOM BASEMENT BETWEEN BUILT UP ROOFING (ASPHALT)	MAX MBR MECH MEZZ MFR MIL MIN MISC	MAXIMUM MEMBRANE MECHANICAL MEZZANINE MANUFACTURER MILLIMETER MINIMUM MISCELLANEOUS	T&G TB TBD TEMP THRES THRU THK TLT TO TOC TOD TOFF TOM TOP TOS TOW TPD TPH TSTAT TV TYP	TONGUE AND GROOVE TACK BOARD TO BE DETERMINED TEMPORARY THRESHOLD THROUGH THICKNESS TOILET TOP OF TOP OF CONCRETE TOP OF DECK TOP OF FINISHED FLOOR TOP OF MASONRY TOP OF PARAPET TOP OF SLAB TOP OF WALL TOILET PAPER DISPENSER TOILET PAPER HOLDER THERMOSTAT TELEVISION TYPICAL
CFCI CG CJ CL CLO CLR CLG CMP CMU COL CONC CONST CONT CONTR COORD CORR CPT CSK CT CTR CUH	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED CORNER GUARD CONTROL JOINT CENTER LINE CLOSET CLEAR CEILING CORRUGATED METAL PIPE CONCRETE MASONRY UNIT COLUMN CONCRETE CONSTRUCTION CONTINUOUS CONTRACTOR COORDINATE CORRIDOR CORR CARPET COUNTERSINK CERAMIC TILE CENTER CABINET UNIT HEATER	MR MTD MTL N/A NFS NIC NOM NRCA NTS OC OD OFCI OFOI OFS OH OPN'G OPP OSB ORD OVHD OZ	MASONRY OPENING MOISTURE RESISTANT MOUNTED METAL NOT APPLICABLE NON FROST SUSCEPTIBLE NOT IN CONTRACT NOMINAL NATIONAL ROOFING CONTRACTOR'S ASSOCIATION NOT TO SCALE ON CENTER OUTSIDE DIAMETER OWNER FURNISHED, CONTRACTOR INSTALLED OWNER FURNISHED, OWNER INSTALLED OVERFLOW SCUPPER OVERHEAD OPENING OPPOSITE ORIENTED STRAND BOARD OVERFLOW ROOF DRAIN OVER HEAD OUNCE	THK TLT TO TOC TOD TOFF TOM TOP TOS TOW TPD TPH TSTAT TV TYP UH UL UON	THICKNESS TOILET TOP OF TOP OF CONCRETE TOP OF DECK TOP OF FINISHED FLOOR TOP OF MASONRY TOP OF PARAPET TOP OF SLAB TOP OF WALL TOILET PAPER DISPENSER TOILET PAPER HOLDER THERMOSTAT TELEVISION TYPICAL UNIT HEATER UNDERWRITERS LABORATORY UNLESS OTHERWISE NOTED
D DBL DEG DEMO DEPT DF DIA DIAG DIM DISP DN DS DSL DNL DOWNSPOUT DTL DW DWG	DEEP / DEPTH DOUBLE DEGREE DEMOLISH / DEMOLITION DEPARTMENT DRINKING FOUNTAIN DIAMETER DIAGONAL DIMENSION DISPENSER DOWN DOOR DOWNSPOUT DETAIL DISHWASHER DRAWING	P PA PERIM PH PLAM PLYWD PNL POLY POLYISO PR PREFAB PROP PSF PT PTD PTDR PTR PVC R RA RCP RD REINF RESIL REST REQ'D RL RM RO REF REFRIG	PAINT PUBLIC ADDRESS PERIMETER PENTHOUSE PLASTIC LAMINATE PLYWOOD PANEL POLYETHYLENE SHEET POLYISOCYANURATE INSULATION PAIR PREFABRICATE PROPERTY POUNDS PER SQUARE FOOT PRESERVATIVE TREATED PAINTED / PAPER TOWEL DISPENSER PAPER TOWEL DISPENSER AND WASTE RECEPTACLE PENETRATION THROUGH ROOF POLYVINYL CHLORIDE	VCT VERT VEST VIF VR VTR W W/ W/O WD WDW WH WWF XPS	VINYL COMPOSITION TILE VERTICAL VESTIBULE VERIFY IN FIELD VAPOR RETARDER VENT THROUGH ROOF WIDE WITH WITHOUT WOOD WINDOW WATER HEATER WELDED WIRE FABRIC EXTRUDED POLYSTYRENE
(E) EA EIFS EJ ELEC ELEV EPDM EQ EQUIP ETR EXIST	EXISTING EXTERIOR INSULATION AND FINISH SYSTEM EXPANSION JOINT ELECTRICAL ELEVATION ETHYLENE PROPYLENE DIENE MONOMER EXPANDED POLYSTYRENE INSULATION EQUAL EQUIPMENT ELECTRICAL THROUGH ROOF EXISTING	R RA RCP RD REINF RESIL REST REQ'D RL RM RO REF REFRIG	RADIUS RETURN AIR REFLECTED CEILING PLAN ROOF DRAIN REINFORCE RESILIENT REST ROOM REQUIRED RAIN LEADER ROOM ROUGH OPENING REFERENCE REFRIGERATOR		
F FD FE FEC FF FF&E FIN FIXT FLR FOF FOM FOS FOC FRM'G FRP FRT FT FTG	FAHRENHEIT FLOOR DRAIN FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FINISHED FLOOR FURNITURE, FIXTURES AND EQUIPMENT FINISH FIXTURE FLOOR FACE OF FINISH FACE OF MASONRY FACE OF STUD FACE OF CONCRETE FRAMING FIBERGLASS REINFORCED PLASTIC FIRE RETARDANT TREATED FEET FOOTING				
GA GALV GLB GWB GYP	GAUGE GALVANIZED GLUE LAMINATED BEAM GYPSUM WALL BOARD GYPSUM BOARD				
H HCP HDWR HM HORIZ HR HT HVAC	HIGH HANDICAPPED HARDWARE HOLLOW METAL HORIZONTAL HOUR HEIGHT HEATING, VENTILATION AND AIR CONDITIONING				

REFERENCE SYMBOLS

ASSEMBLY TYPES	EXTERIOR ELEVATION	KEYNOTE
V000.0		XX DEMO
R00/H00		XX NEW
DETAIL	INTERIOR ELEVATIONS	LEVEL LINE
		LEVEL 0'-0"
DETAIL	GRID LINES	TAGS
		A WINDOW
SECTION		101A DOOR
		A SIGN TYPE

MATERIAL SYMBOLS

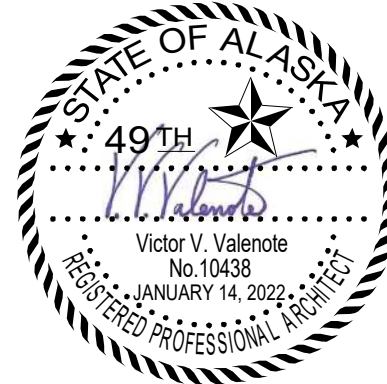
	SHEET MEMBRANE (TYPE AS NOTED IN PLAN OR SECTION)
	STRUCTURAL STEEL (TYPE AS NOTED IN PLAN OR SECTION)
	GLASS (ELEVATION)
	CAST-IN-PLACE CONCRETE (PLAN OR SECTION)
	EARTH (SECTION)
	PLYWOOD (SECTION)
	BATT INSULATION: THERMAL OR ACOUSTIC, UON
	RIGID INSULATION: THERMAL, ACOUSTIC OR FIRESAFING
	SPRAY POLYURETHANE FOAM (SECTION)
	EIFS (SECTION)
	GYPSUM BOARD (SECTION)
	WOOD FRAMING, CONTINUOUS (SECTION)
	WOOD BLOCKING, CONTINUOUS (SECTION)
	FINISHED WOOD (SECTION OR ELEVATION)

COLOR AND MATERIAL LEGEND

		CODE	SPEC. NO.	MATERIAL	MANUFACTURER, BASIS OF DESIGN	COLOR / FINISH	REMARKS
INTERIOR	FLOOR	RSF-1	---	RUBBER SHEET FLOORING	MOHAWK GROUP; TRUE COLLECTION, MEDI-FLEX SHEET, 3MM	83 GUNMETAL	---
		RSF-2	---	RUBBER SHEET FLOORING	MOHAWK GROUP; TRUE COLLECTION, MEDI-FLEX SHEET, 3MM	09 BUBBLES	
		RSF-3	---	RUBBER SHEET FLOORING	MOHAWK GROUP; TRUE COLLECTION, MEDI-FLEX SHEET, 3MM	89 BLUE SPRING	
		WOC-1	---	WALK OFF CARPET	MOHAWK GROUP; TUFF STUFF II COLLECTION; FIRST STEP II	955 COBALT	
	BASE	RB-1	---	RESILIENT BASE	TARKETT; TRADITIONAL WALL BASE, 4"	TA6 BEDROCK	
	WALL						
	CEILING						
MISC	P-1	---	PAINT	SHERWIN WILLIAMS; SW 6257 GIBALTAR		METAL TREE GRATES AT CAFETERIA	
	TR-1	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-N	28 MEDIUM GREY	RUBBER TO (E) RUBBER TILE	
	TR-2	---	FLOOR TRANSITION	TARKETT; REDUCERS; RRS-XX-D	28 MEDIUM GREY	RUBBER TO (E) FLOOR TILE	
	TR-3	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-K	28 MEDIUM GREY	RUBBER TO (E) CARPET	
	TR-4	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-Q	28 MEDIUM GREY	RUBBER TO (E) QUARRY TILE	
	TR-5	---	FLOOR TRANSITION	TARKETT; WHEELED TRAFFIC TRANSITIONS; CTA-XX-N	28 MEDIUM GREY	RUBBER TO (E) VCT	
NOTES: 1. CONTRACTOR TO FIELD VERIFY FLOORING TRANSITION DIMENSIONS BETWEEN NEW AND EXISTING FLOORING AND VERIFY SELECTED TRANSITION STRIPS DIMENSIONS PRIOR TO ORDERING TRANSITIONS STRIPS. NOTIFY THE ARCHITECT OF ANY DEVIATIONS IN WRITING.							

REVISIONS

No Description Date



BDS, Inc. Entity #25796D



3330 C St, Suite 200, Anchorage, Ak 99503

T: 907.562.6076 | F: 907.562.6635
W: www.bdsak.com

COV HHES
FLOORING &
PHASED
RENOVATIONS PH 1
VALDEZ, ALASKA

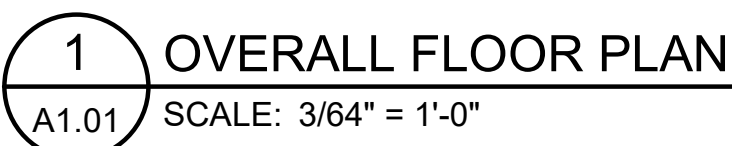
BDS Project No.: 421006
Client Project No.:

BID DOCUMENTS
JANUARY 14, 2022

ABBREVIATIONS,
SYMBOLS &
SCHEDULES
A0.01

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SCALE: 3/64" = 1'-0"

REVISIONS		
No	Description	Date



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VAL DEZ. ALASKA

BDS Project No.: 421006
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BID DOCUMENTS
JANUARY 14, 2023

OVERALL
FLOOR PLAN
A1.01

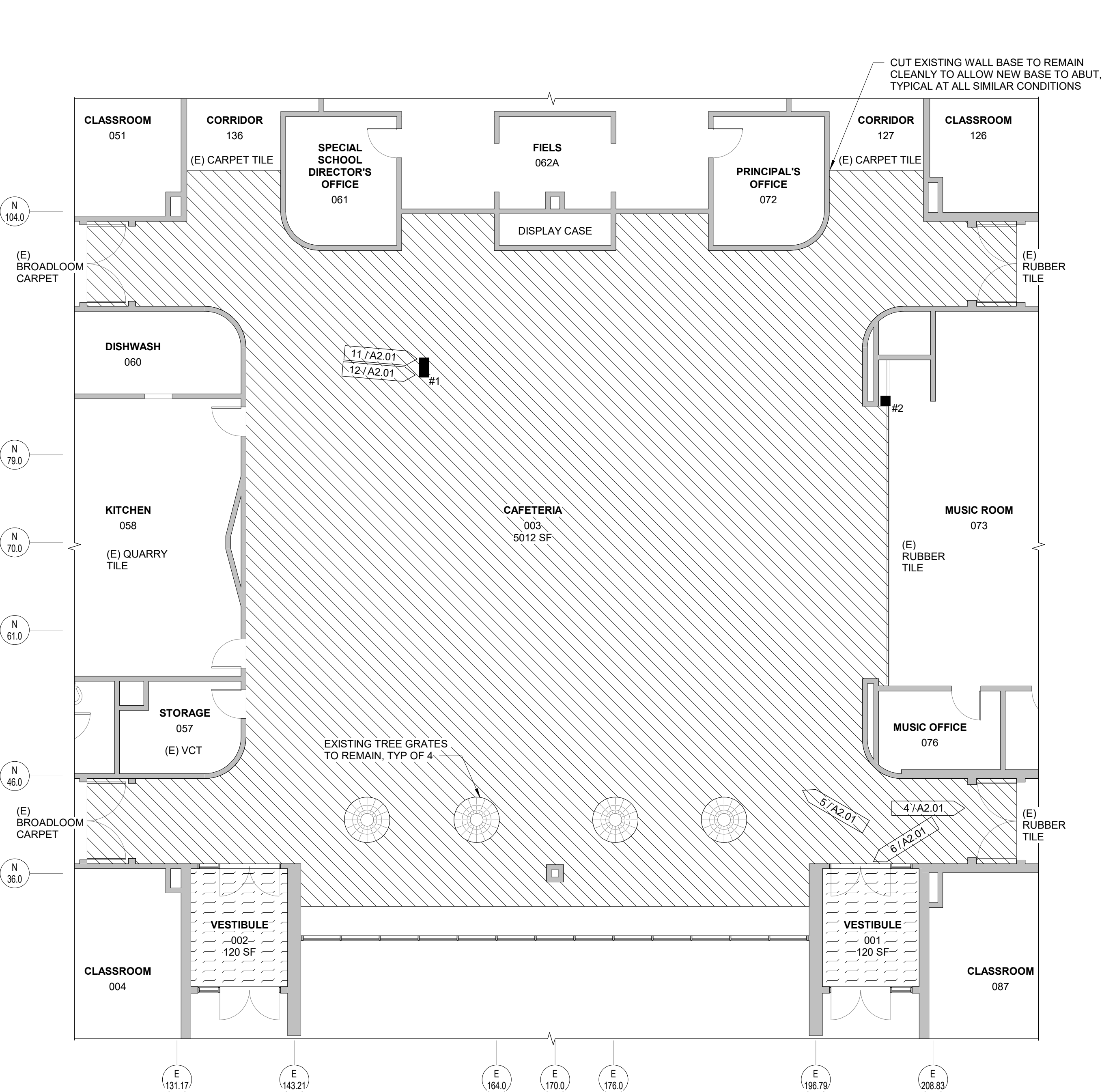


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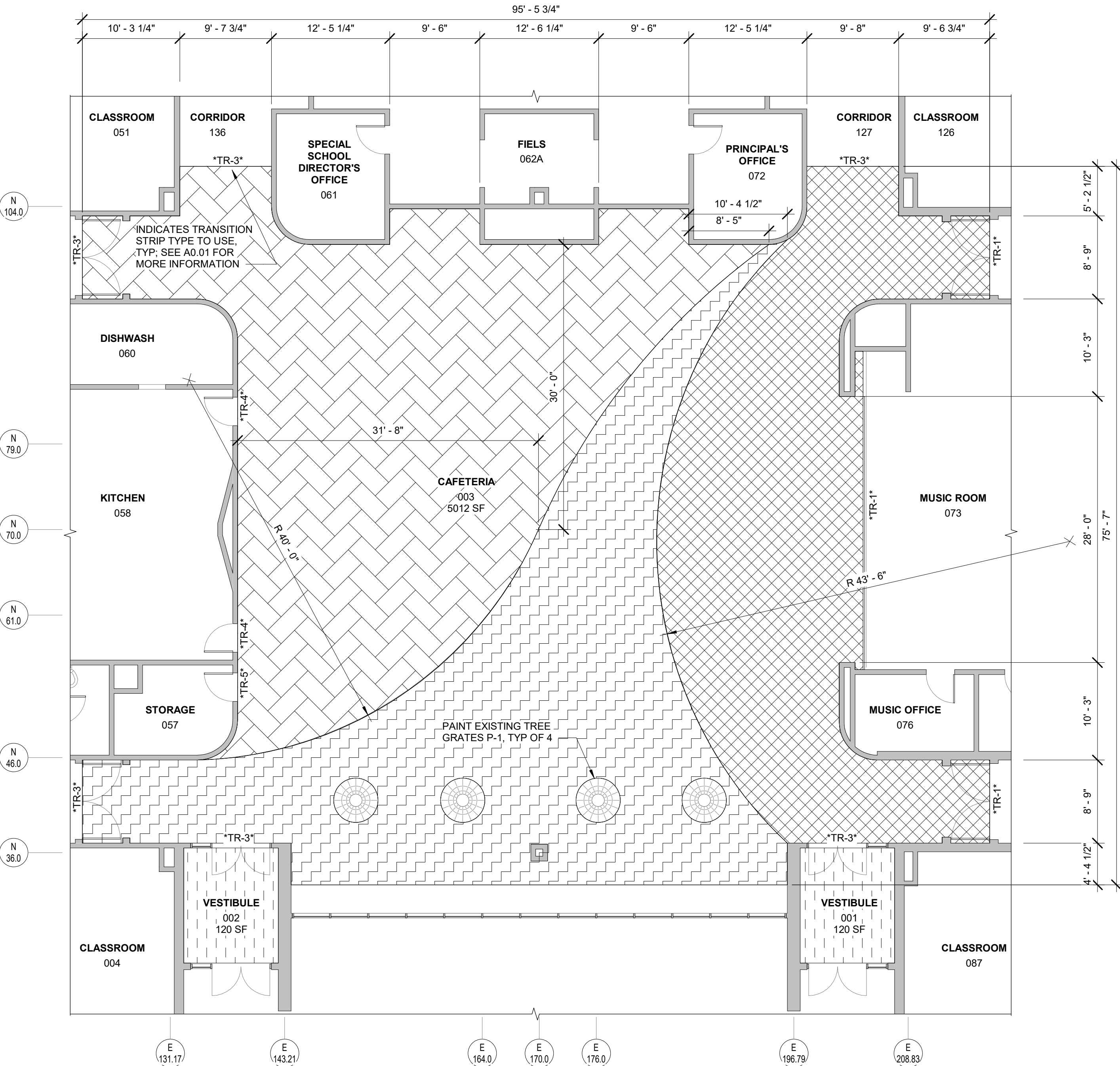
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2 CAFETERIA FLOOR PLAN - DEMO

A1.02 SCALE: 1/8" = 1'-0"



1 CAFETERIA FLOOR PLAN

A1.02 SCALE: 1/8" = 1'-0"

LEGEND

- EXISTING DOOR
- EXISTING WALL CONSTRUCTION
- SAMPLE CUT LOCATION AND NUMBER
- REMOVE EXISTING 1'X1' CERAMIC TILE, RUBBER BASE, AND APPROXIMATELY 1-1/2" CEMENTITIOUS CAST UNDERLAYMENT IN HATCHED AREA DOWN TO CONCRETE SLAB. 09 05 61 PATCH AND REPAIR SLAB IN PREPARATION FOR NEW MOISTURE MITIGATION SYSTEM, UNDERLAYMENT, AND FLOORING.
- REMOVE EXISTING CARPET AND RUBBER WALL BASE INCLUDING ALL ADHESIVES, PAD, AND TACK STRIPS DOWN TO SUBSTRATE IN HATCHED AREA. 09 05 61 PATCH AND REPAIR EXISTING SUBSTRATE IN PREPARATION FOR NEW FLOORING SYSTEM.
- 09 65 00 RSF-1 RUBBER SHEET FLOORING
- 09 65 00 RSF-2 RUBBER SHEET FLOORING
- 09 65 00 RSF-3 RUBBER SHEET FLOORING
- 09 68 13 WOC-1 WALK OFF CARPET
- 6 / A2.01 DEMO PHOTO TAG

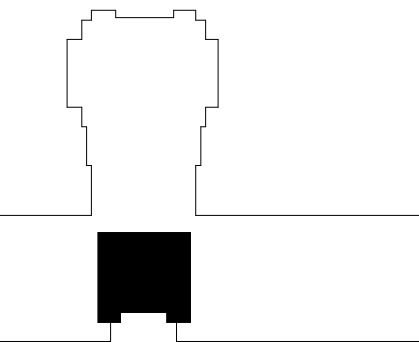
NOTES

- REFER TO 09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION FOR SUBSTRATE PREPARATION.
- A. CAFETERIA 003, WET AREAS 79, 104, AND 106: INSTALL APPROXIMATELY 1-1/2" OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.

B. WET AREAS 52, VESTIBULE 001, AND VESTIBULE 002: INSTALL 1/8" SKIM COAT OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
- 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM TO BE PROVIDED AT ALL NEW FLOORING AREAS.

REVISIONS

No Description Date



KEY PLAN



BDS, Inc. Entity #25796D

BDS
ARCHITECTS
Architecture | Planning | Roof Technology

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VALDEZ, ALASKA

BDS Project No.: 421006
Client Project No.:

BID DOCUMENTS
JANUARY 14, 2022

ENLARGED
CAFETERIA
PLANS

A1.02

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LEGEND

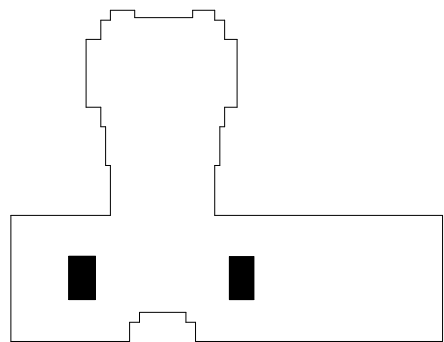
	EXISTING DOOR		09 65 00 RSF-1 RUBBER SHEET FLOORING
	EXISTING WALL CONSTRUCTION		09 65 00 RSF-2 RUBBER SHEET FLOORING
	SAMPLE CUT LOCATION AND NUMBER		09 65 00 RSF-3 RUBBER SHEET FLOORING
	REMOVE EXISTING 1X1 CERAMIC TILE, RUBBER BASE, AND APPROXIMATELY 1-1/2\"/>		09 68 13 WOC-1 WALK OFF CARPET
	REMOVE EXISTING CARPET AND RUBBER WALL BASE INCLUDING ALL ADHESIVES, PAD, AND TACK STRIPS DOWN TO SUBSTRATE IN HATCHED AREA, 09 05 61 PATCH AND REPAIR EXISTING SUBSTRATE IN PREPARATION FOR NEW FLOORING SYSTEM.		6 / A2.01 DEMO PHOTO TAG

NOTES

- REFER TO 09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION FOR SUBSTRATE PREPARATION.
- 03 54 00 CAST UNDERLAYMENT
A. CAFETERIA 003, WET AREAS 79, 104, AND 106: INSTALL APPROXIMATELY 1-1/2" OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
B. WET AREAS 52, VESTIBULE 001, AND VESTIBULE 002: INSTALL 1/8" SKIM COAT OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
- 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM TO BE PROVIDED AT ALL NEW FLOORING AREAS.

REVISIONS

No Description Date



KEY PLAN



BDS, Inc. Entity #25796D

BDS
ARCHITECTS
Architecture | Planning | Roof Technology

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VALDEZ, ALASKA

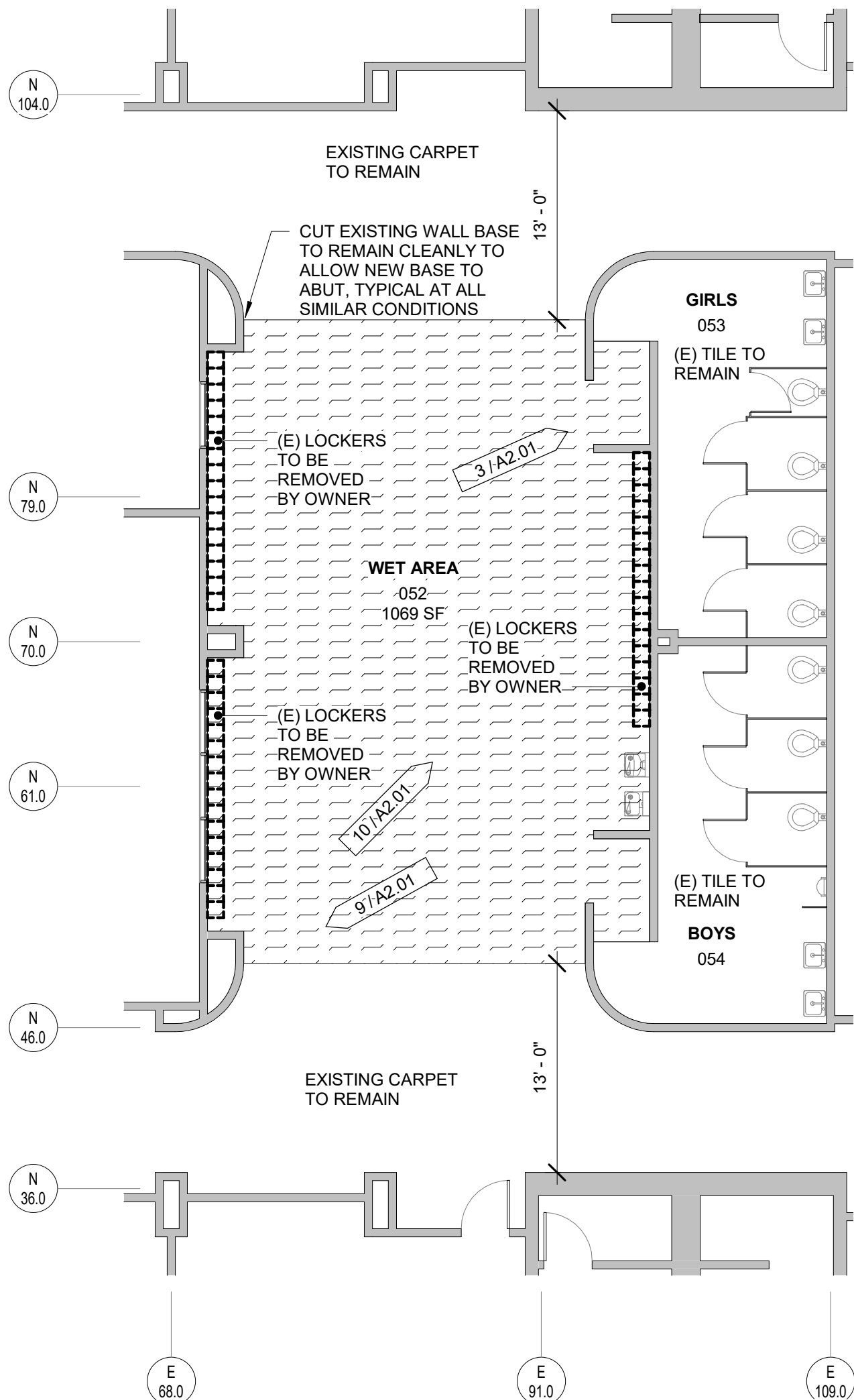
BDS Project No.: 421006

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BID DOCUMENTS
JANUARY 14, 2022

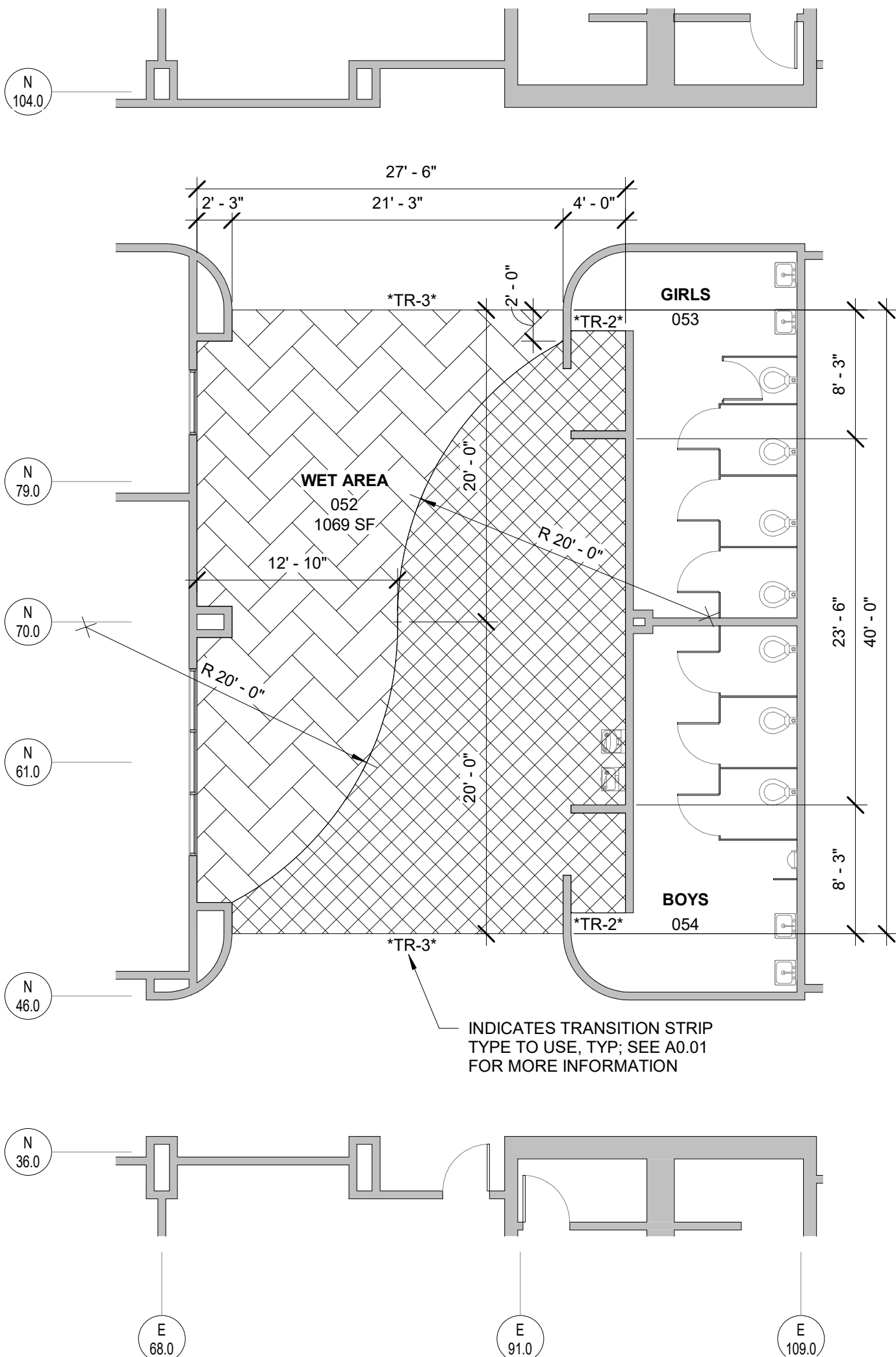
ENLARGED
PLANS

A1.03



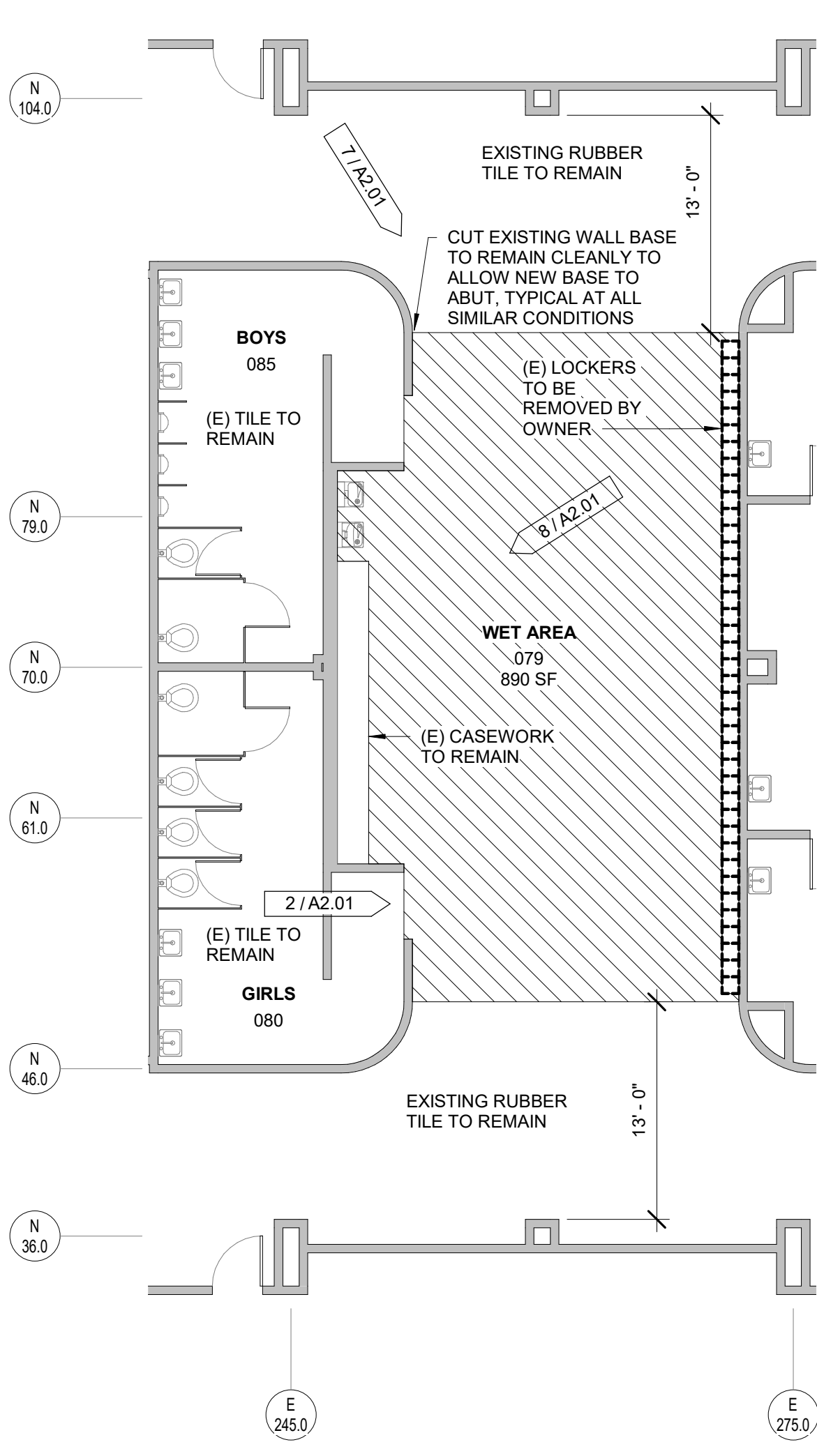
4 WET AREA 052 FLOOR PLAN - DEMO

A1.03 SCALE: 1/8" = 1'-0"



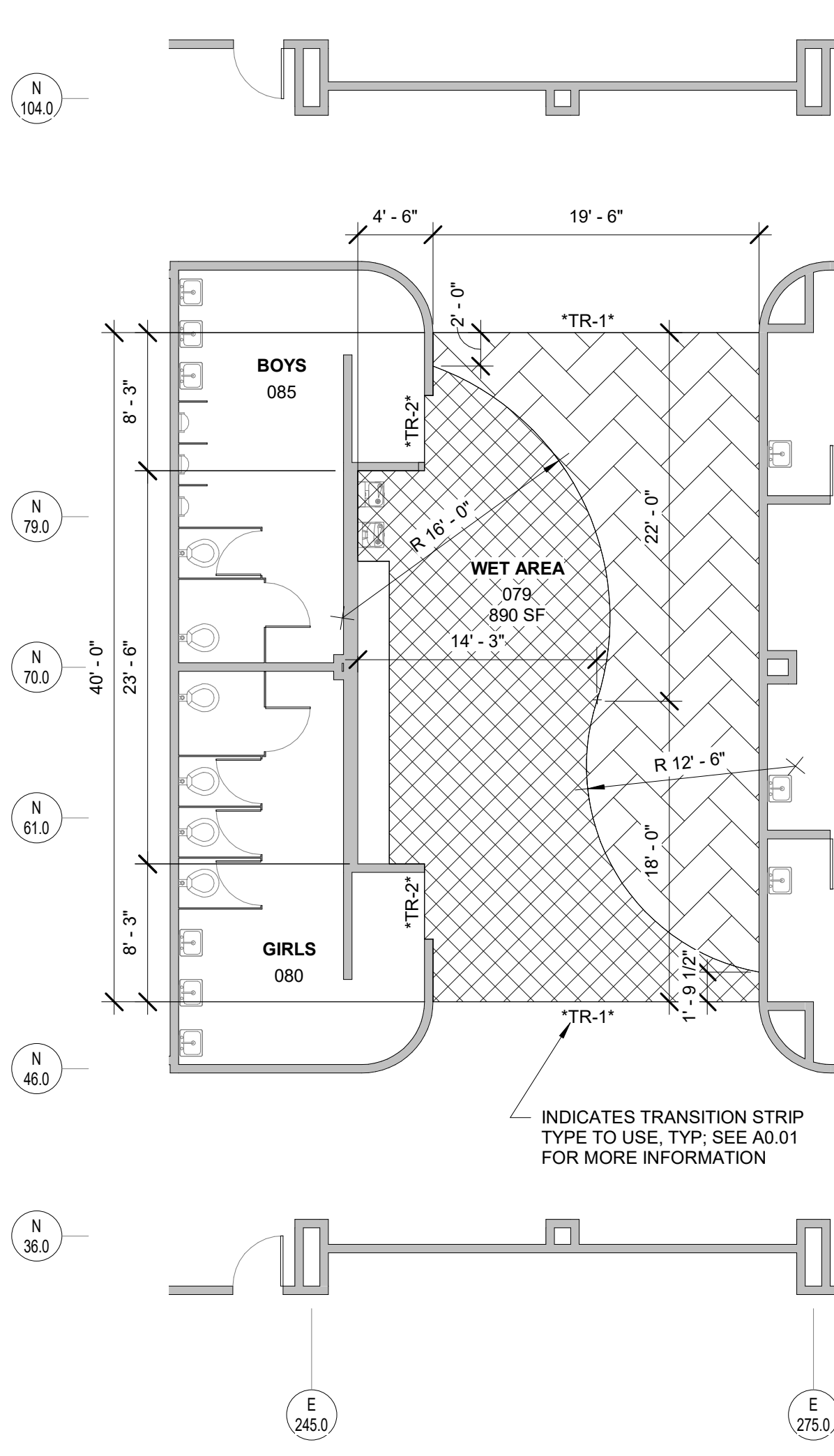
3 WET AREA 052 FLOOR PLAN

A1.03 SCALE: 1/8" = 1'-0"



2 WET AREA 079 FLOOR PLAN - DEMO

A1.03 SCALE: 1/8" = 1'-0"



1 WET AREA 079 FLOOR PLAN

A1.03 SCALE: 1/8" = 1'-0"

NOTIFICATION OF CHILD OCCUPIED FACILITY:
Portions of this building are classified as a child occupied facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. This notification is provided in accordance with EPA and OSHA requirements.

NOTIFICATION OF POTENTIAL HAZARDS:
Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. This notification is provided in accordance with EPA and OSHA requirements.

LEGEND

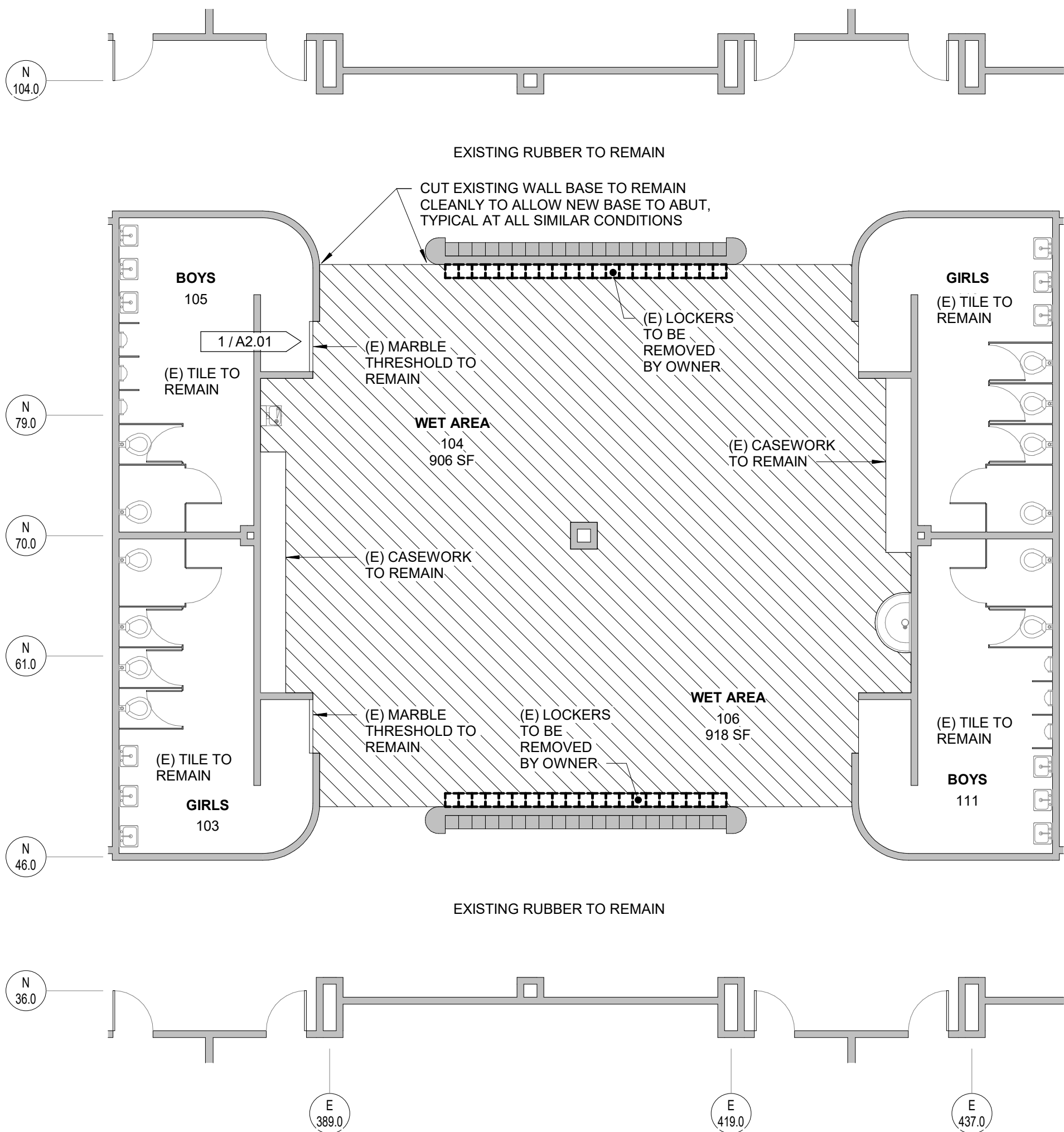
	EXISTING DOOR		09 65 00 RSF-1 RUBBER SHEET FLOORING
	EXISTING WALL CONSTRUCTION		09 65 00 RSF-2 RUBBER SHEET FLOORING
	SAMPLE CUT LOCATION AND NUMBER		09 65 00 RSF-3 RUBBER SHEET FLOORING
	REMOVE EXISTING 1X1 CERAMIC TILE, RUBBER BASE, AND APPROXIMATELY 1-1/2\"/>		09 68 13 WOC-1 WALK OFF CARPET
	REMOVE EXISTING CARPET AND RUBBER WALL BASE INCLUDING ALL ADHESIVES, PAD, AND TACK STRIPS DOWN TO SUBSTRATE IN HATCHED AREA, 09 05 61 PATCH AND REPAIR EXISTING SUBSTRATE IN PREPARATION FOR NEW FLOORING SYSTEM.		6 / A2.01 DEMO PHOTO TAG

NOTES

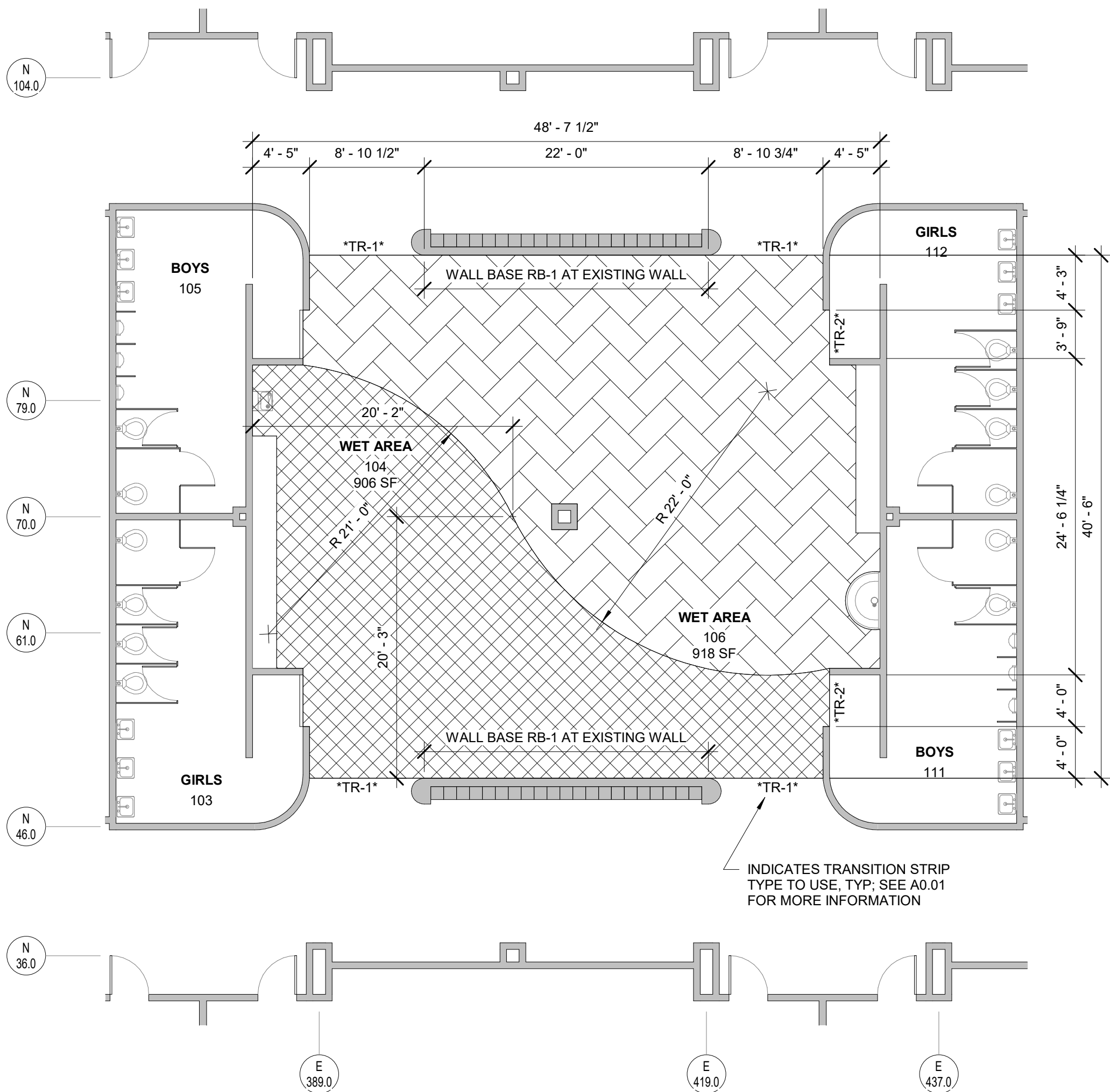
- REFER TO 09 05 61 COMMON WORK RESULTS FOR FLOORING PREPARATION FOR SUBSTRATE PREPARATION.
- CAFETERIA 003, WET AREAS 79, 104, AND 106: INSTALL APPROXIMATELY 1-1/2" OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
 - WET AREAS 52, VESTIBULE 001, AND VESTIBULE 002: INSTALL 1/8" SKIM COAT OF 03 54 00 CAST UNDERLAYMENT OVER 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM AND EXISTING CONCRETE SLAB. ACTUALLY THICKNESS OF 03 54 00 CAST UNDERLAYMENT TO ACCOUNT FOR NEW FINISH FLOORING SYSTEM IN ORDER TO MATCH EXISTING ADJACENT FINISH FLOOR ELEVATIONS.
- 09 05 61 MOISTURE VAPOR MITIGATION SYSTEM TO BE PROVIDED AT ALL NEW FLOORING AREAS.

REVISIONS

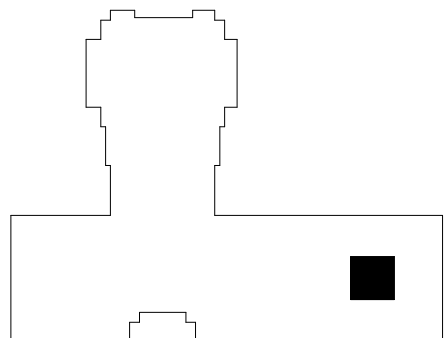
No	Description	Date
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1 WET AREA 104/106 FLOOR PLAN - DEMO
A1.04 SCALE: 1/8" = 1'-0"



2 WET AREA 104/106 FLOOR PLAN - OPTION A
A1.04 SCALE: 1/8" = 1'-0"



KEY PLAN



BDS, Inc. Entity #25796D

BDS
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Architecture | Planning | Roof Technology

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COV HHES
FLOORING &
PHASED
RENOVATIONS PH 1
VALDEZ, ALASKA

BDS Project No.: 421006
Client Project No.:

BID DOCUMENTS
JANUARY 14, 2022

ENLARGED
PLANS

A1.04

NOTIFICATION OF CHILD OCCUPIED FACILITY:
Portions of this building are classified as a child occupied facility in accordance with 40 CFR 745 and lead-based paints may be present on components to be disturbed in those areas. Personnel performing work in these areas must comply with the requirements of 40 CFR 745, including training, work practices and cleaning of the work area. This notification is provided in accordance with EPA and OSHA requirements.

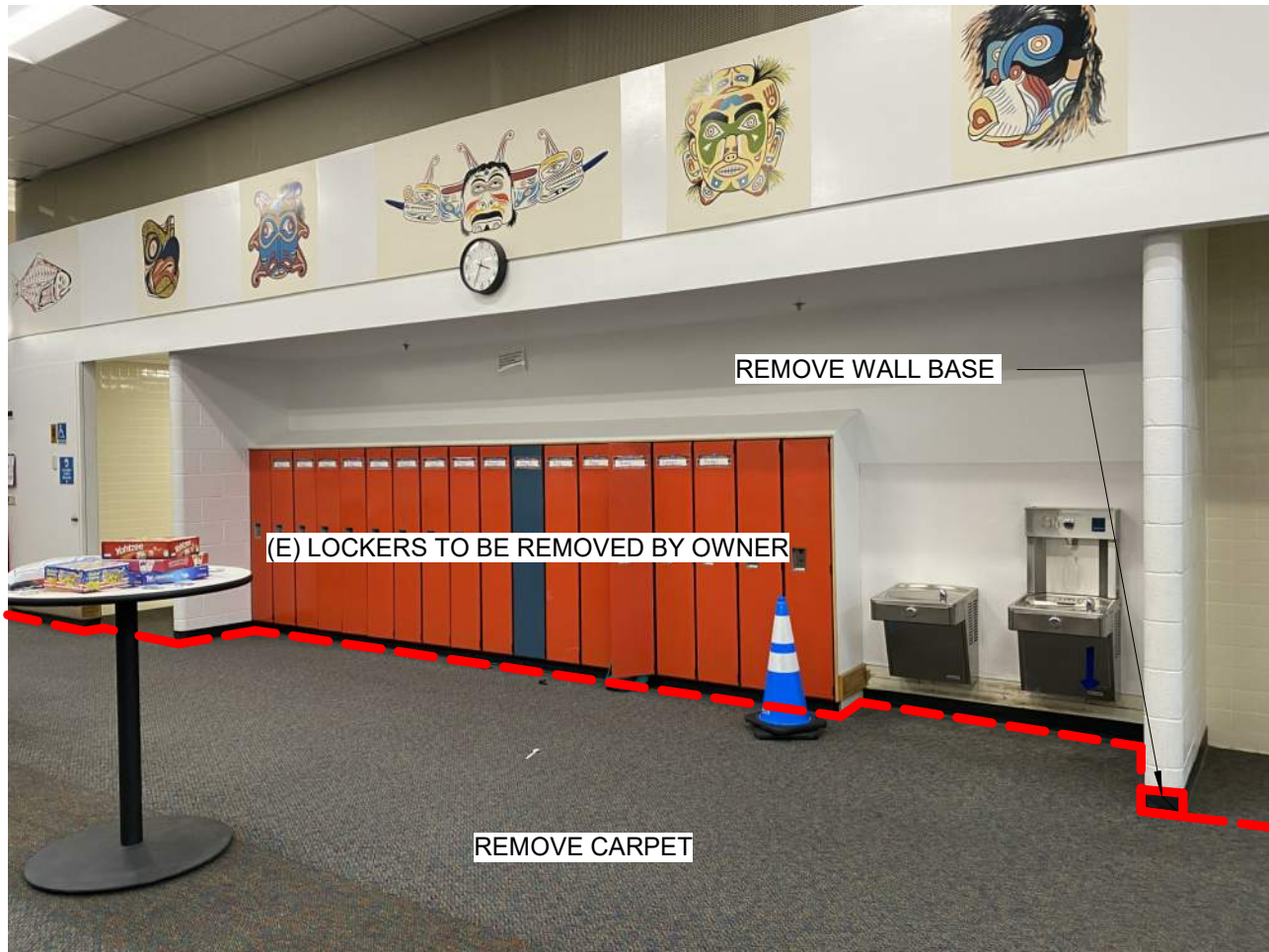
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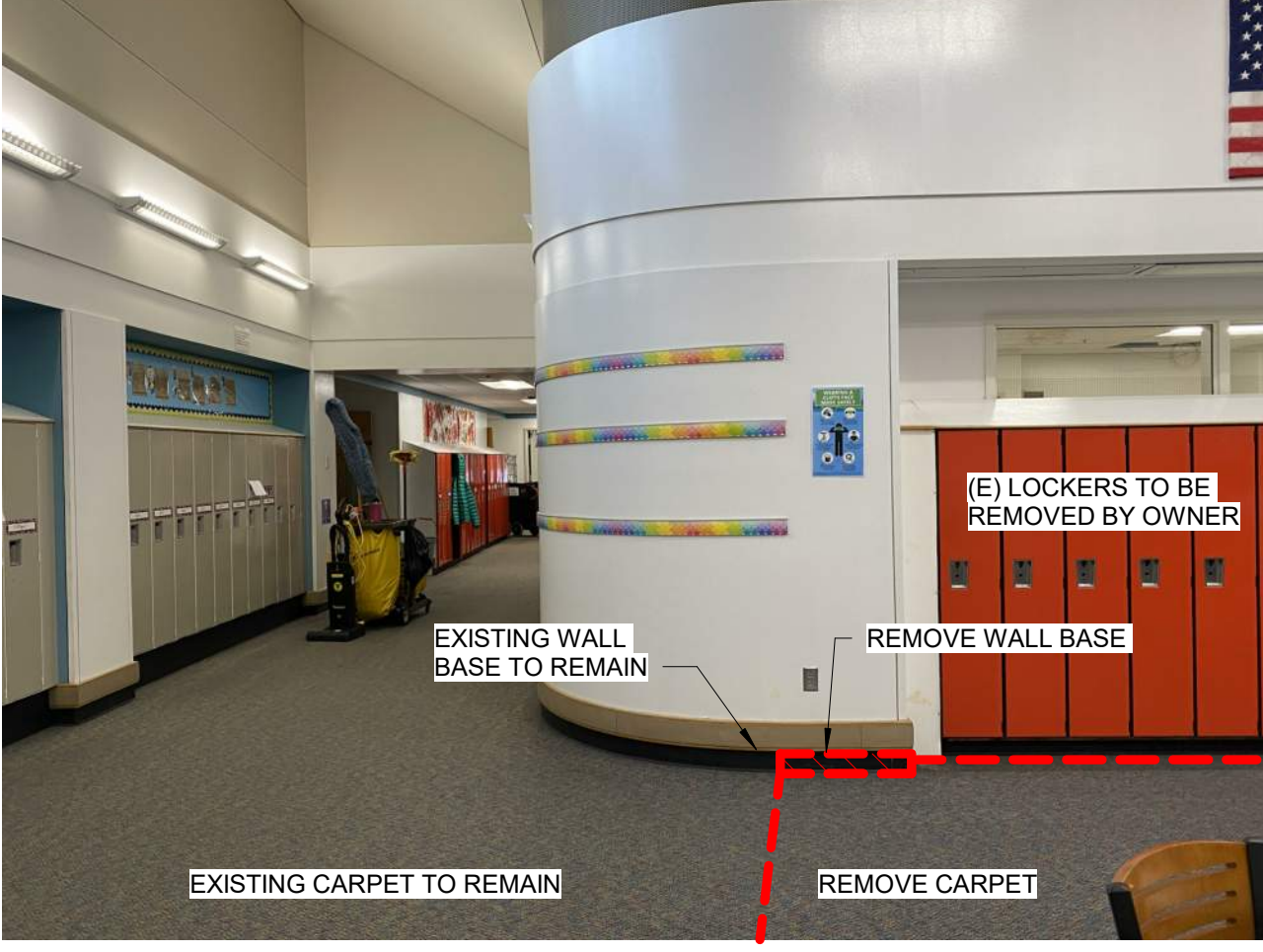
12 DEMO PHOTO - SAMPLE CUT #1
A2.01 SCALE: 12" = 1'-0"



11 DEMO PHOTO - SAMPLE CUT #1
A2.01 SCALE: 12" = 1'-0"



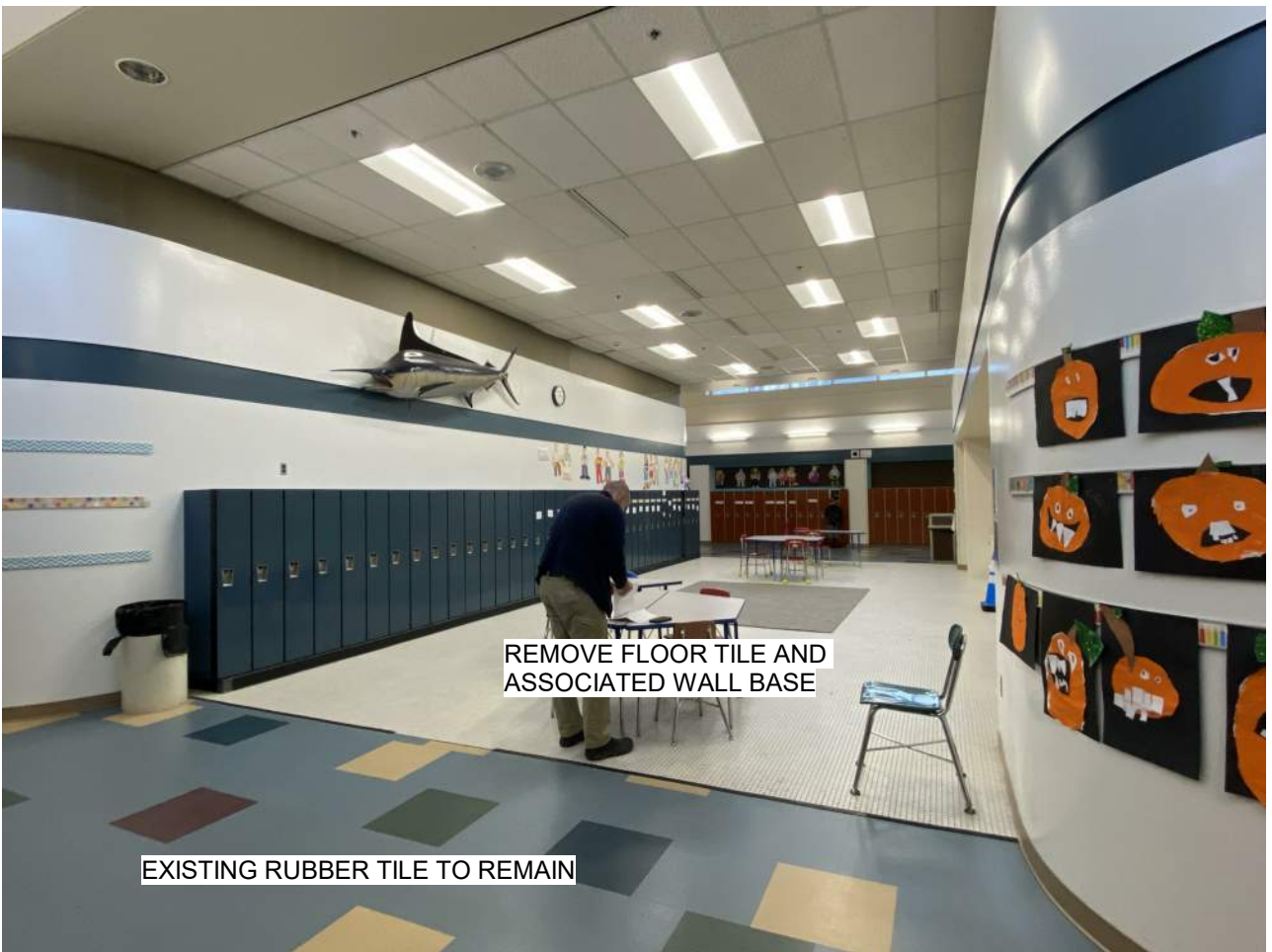
10 DEMO PHOTO - WET AREA 052
A2.01 SCALE: 12" = 1'-0"



9 DEMO PHOTO - WET AREA 052 AT HALLWAY
A2.01 SCALE: 12" = 1'-0"



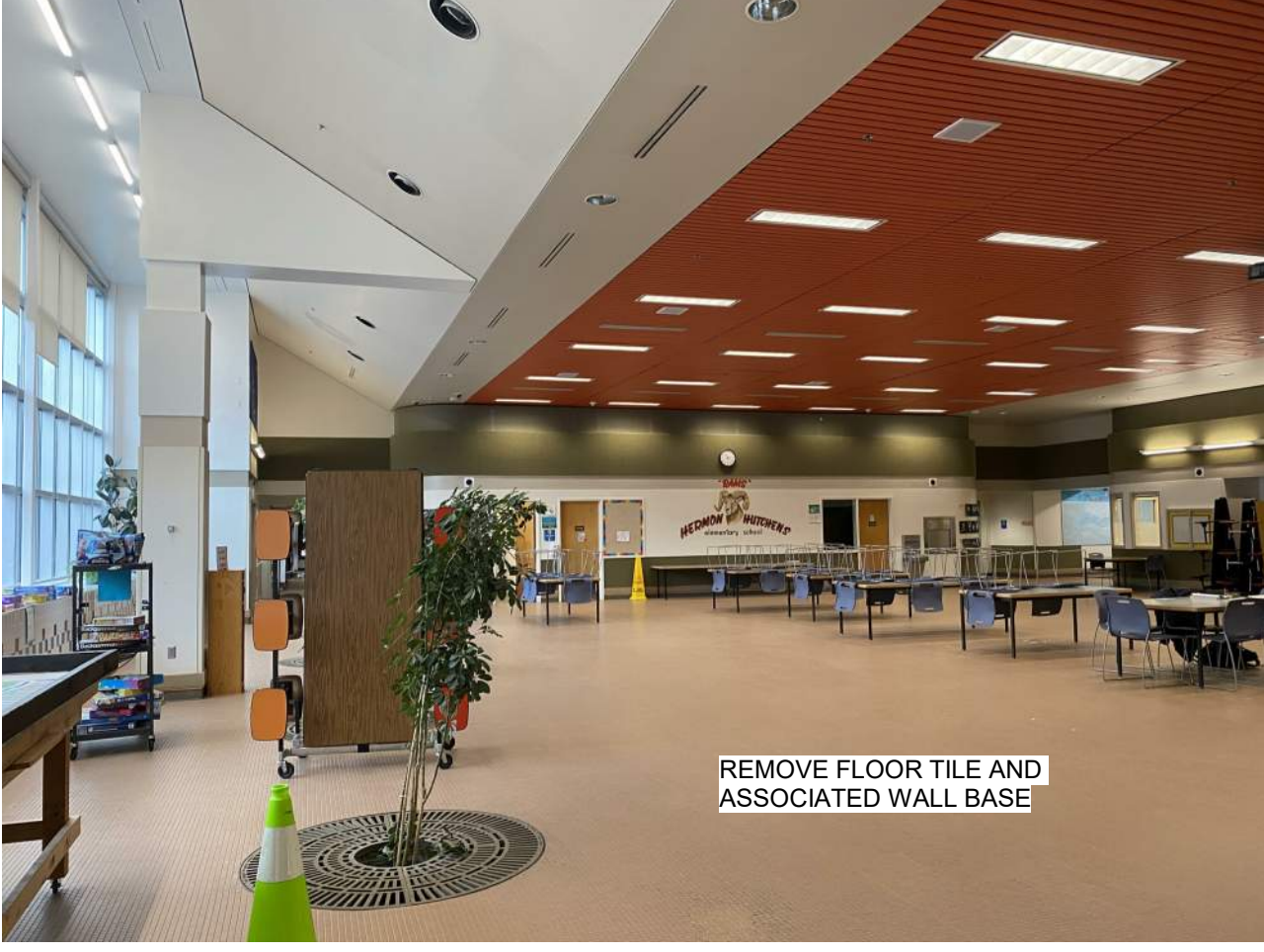
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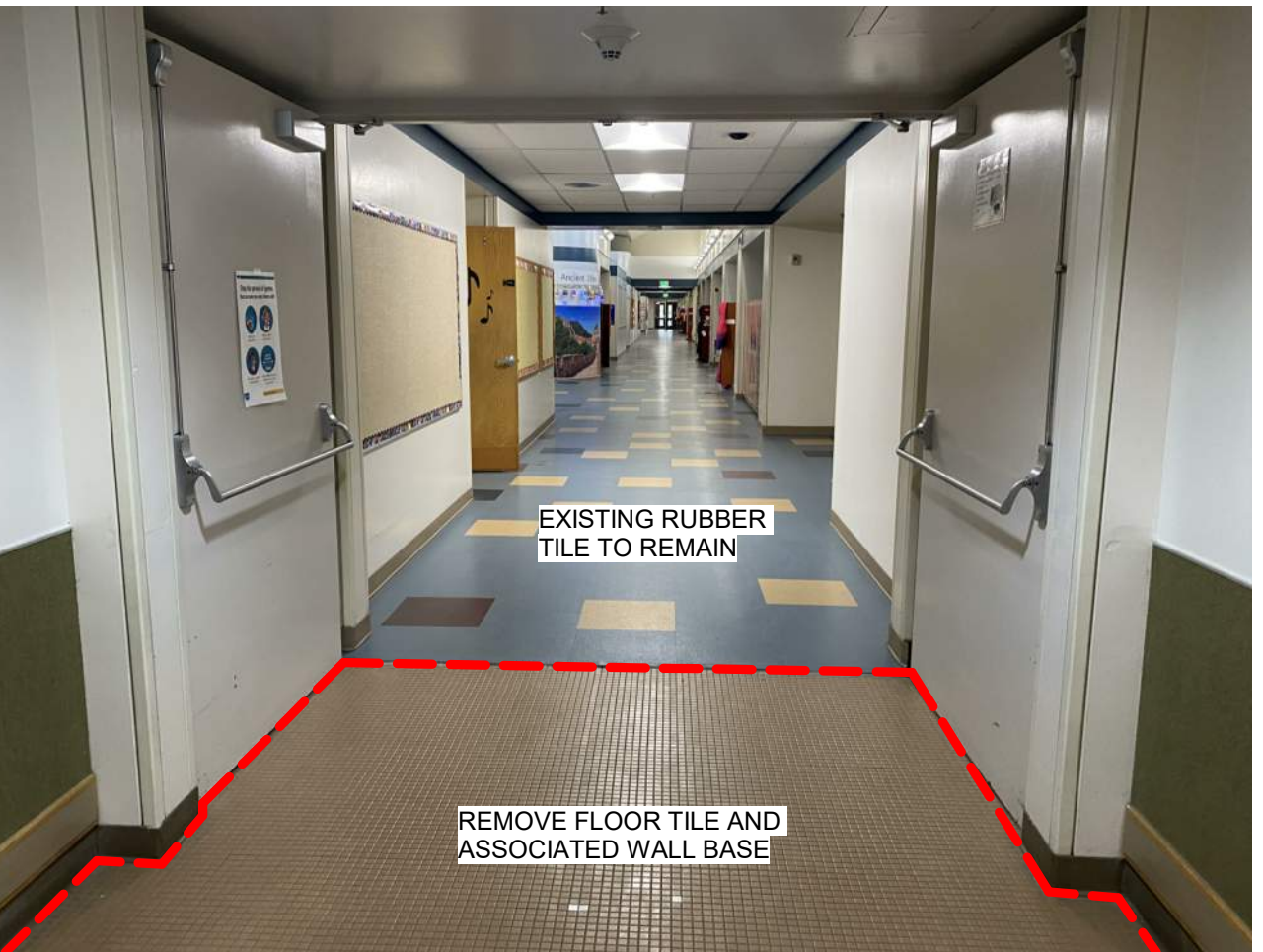
7 DEMO PHOTO - WET AREA 079 AT HALLWAY
A2.01 SCALE: 12" = 1'-0"



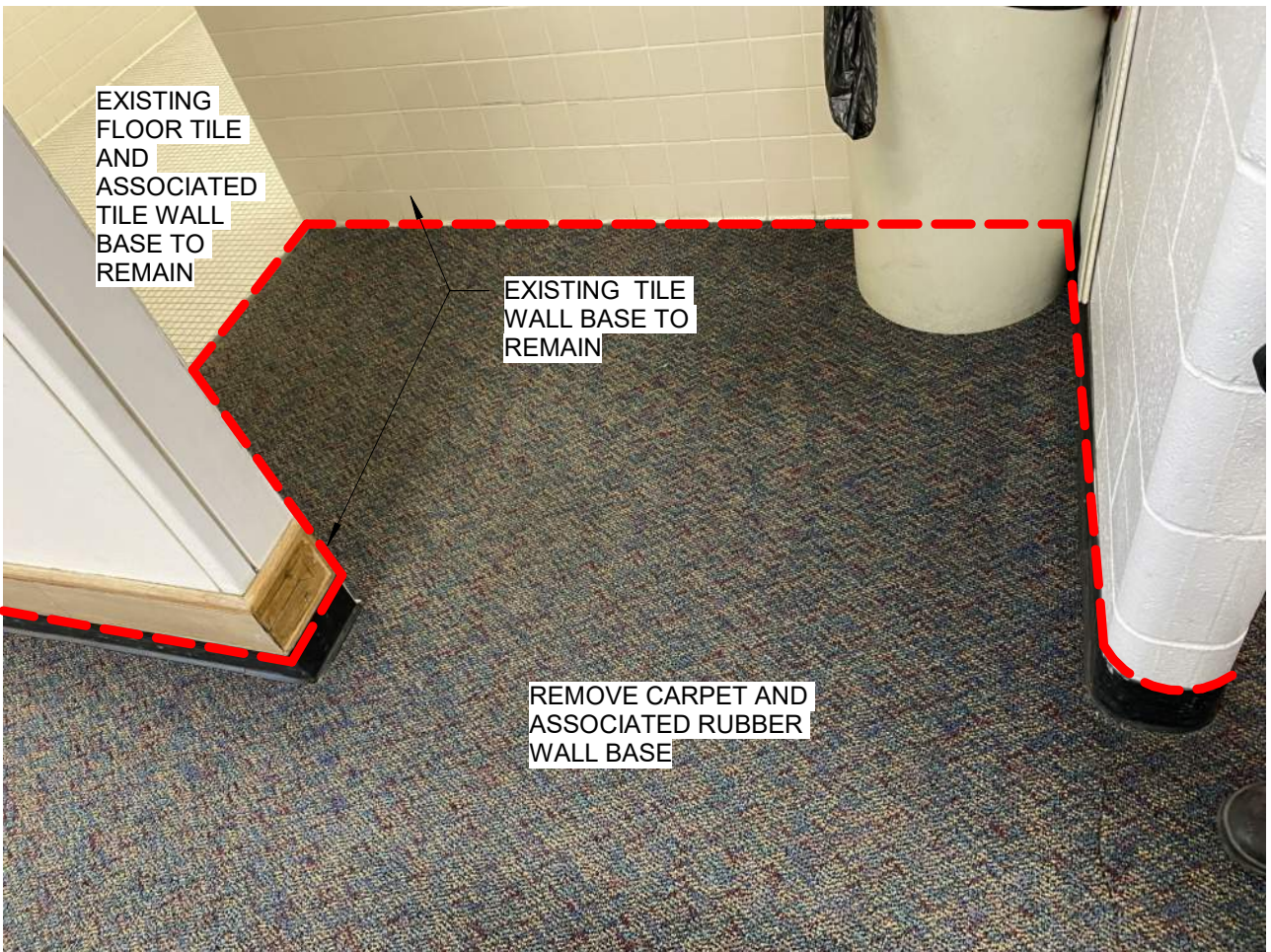
6 DEMO PHOTO - ENTRY VESTIBULE AT CAFETERIA
A2.01 SCALE: 12" = 1'-0"



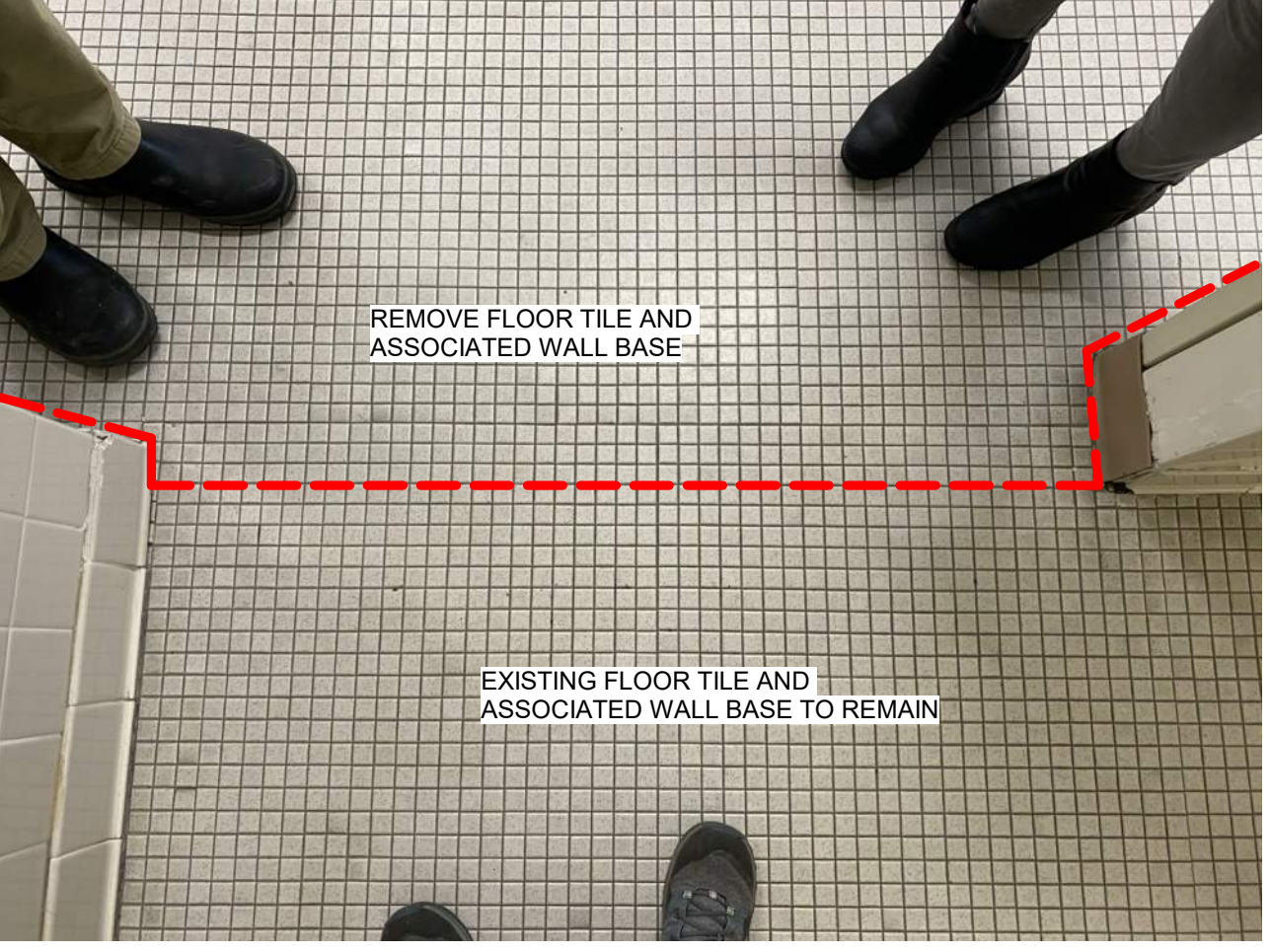
5 DEMO PHOTO - CAFETERIA
A2.01 SCALE: 12" = 1'-0"



4 DEMO PHOTO - HALLWAY AT CAFETERIA
A2.01 SCALE: 12" = 1'-0"



3 DEMO PHOTO WET AREA 052 AT BOYS/GIRLS
A2.01 SCALE: 12" = 1'-0"

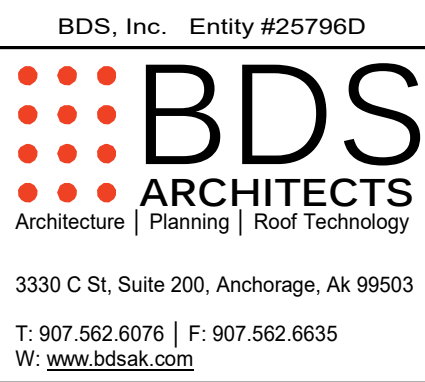
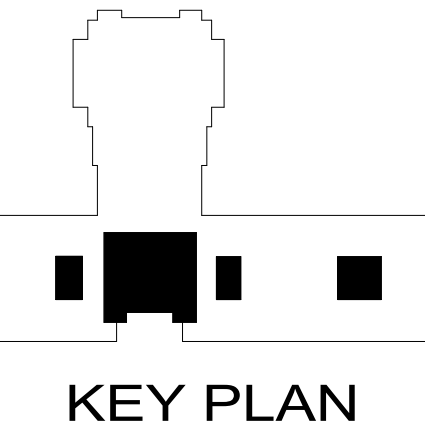


2 DEMO PHOTO - WET AREA 079 AT BOYS/GIRLS
A2.01 SCALE: 12" = 1'-0"



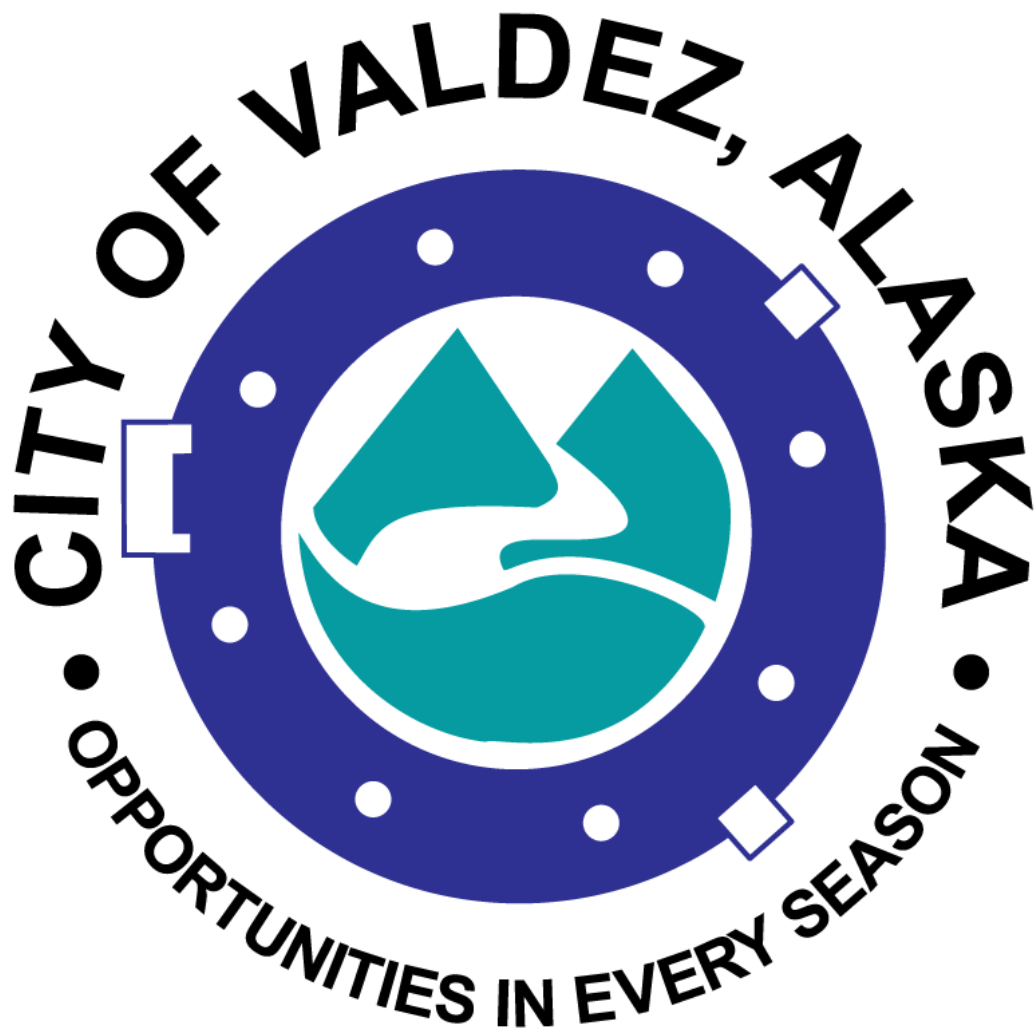
1 DEMO PHOTO - WET AREA 104 AT BOYS/GIRLS
A2.01 SCALE: 12" = 1'-0"

REVISIONS
No Description Date



**COV HHES
FLOORING &
PHASED
RENOVATIONS PH 1
VALDEZ, ALASKA**
BDS Project No.: 421006
Client Project No.:
BID DOCUMENTS
JANUARY 14, 2022

**DEMO PHOTOS
A2.01**



CITY OF VALDEZ

Hermion Hutchens Elementary School Flooring and Phased Renovations Phase 1

Bid Documents – Specifications

January 14, 2022



3330 C Street, Suite 200
Anchorage, Alaska 99503
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www.bdsak.com

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DIVISIONS 02 – EXISTING CONDITIONS

02 40 00 SELECTIVE DEMOLITION

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SECTION 01 22 00 - UNIT PRICES

PART 1 GENERAL

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
1	CAST UNDERLAYMENT, PREPARATION, AND INSTALLATION	1 (UP TO 1/4" THICKNESS)	SQUARE FT		
2	MOISTURE VAPOR MITIGATION SYSTEM, PREPARATION, AND INSTALLATION	1	SQUARE FOOT		

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 02 40 00 - SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and City of Valdez Standard Construction Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected structures or components of structures.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises, phasing, and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.
 - 4. Division 01 Section "Airborne Contaminant Control"

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 6. Means of protection for items to remain and items in path of waste removal from building.
- C. Pre-demolition Photographs or Digital Video Recordings: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.06 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of

building.

3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
4. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property per the one-time disposal authorization and sewage lagoon closure plan, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Division 01 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them. Refer to one-time disposal authorization and sewage lagoon closure plan.

3.06 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

SECTION 03 54 00 - CAST UNDERLAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Liquid-applied self-leveling floor underlayment.

1.02 RELATED REQUIREMENTS

- A. Section 01 22 00 - Unit Prices: Additional quantities of cast underlayment.

1.03 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2012.
- C. ASTM C348 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars 2021.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets documenting physical characteristics and product limitations of underlayment materials. Include information on surface preparation, environmental limitations, and installation instructions.
- C. Manufacturer's Instructions.

1.05 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

1.07 FIELD CONDITIONS

- A. Do not install underlayment until floor penetrations and peripheral work are complete.
- B. Maintain minimum ambient temperatures of 50 degrees F (10 degrees C) 24 hours before, during and 72 hours after installation of underlayment.
- C. During the curing process, ventilate spaces to remove excess moisture.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Cementitious Underlayment:

1. Basis of Design: 3ARDEX Engineered Cements; ARDEX K 15 with ARDEX P51 Primer: www.ardexamericas.com/#sle.
2. LATICRETE International, Inc: www.laticrete.com/#sle.
3. UZIN UTZ NORTH AMERICA, INC: us.uzin.com/#sle.
4. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.02 MATERIALS

A. Cementitious Underlayment: Blended cement mix, that when mixed with water in accordance with manufacturer's directions will produce self-leveling underlayment with the following properties:

1. Compressive Strength: Minimum 5000 pounds per square inch (34.5 MPa) after 28 days, tested per ASTM C109/C109M.
2. Flexural Strength: Minimum 1000 psi (6.9 MPa) minimum after 28 days, tested per ASTM C348.
3. Density: 125 pounds per cubic foot (2002 kg/cu m), nominal.
4. Final Set Time: 4 hours, maximum.
5. Thickness: Capable of thicknesses from feather edge to maximum 1-1/2" inch (38.1 mm) without aggregate.
6. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0 in accordance with ASTM E84.

B. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to underlayment mix materials.

C. Primer: Manufacturer's recommended type.

D. Joint and Crack Filler: Latex based filler, as recommended by manufacturer.

2.03 MIXING

A. Site mix materials in accordance with manufacturer's instructions.

B. Mix to self-leveling consistency without over-watering.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are clean, dry, unfrozen, do not contain petroleum byproducts, or other compounds detrimental to underlayment material bond to substrate.

3.02 PREPARATION

- A. Concrete:
 - 1. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, curing compounds and any substance that might act as a bond breaker before priming. Mechanically clean if necessary using shot blasting or other. Acid etching and the use of sweeping compounds and solvents are not acceptable.
- B. Remove substrate surface irregularities. Fill voids and deck joints with filler. Finish smooth.
- C. Vacuum clean surfaces.
- D. Prime substrate in accordance with manufacturer's instructions. Allow to dry.
- E. Close floor openings.

3.03 APPLICATION

- A. Install primer and underlayment in accordance with manufacturer's instructions.
- B. Place to indicated thickness, with top surface level to 1/8 inch in 10 ft (1:1000).
- C. For final thickness over 1-1/2 inches (38 mm), place underlayment in layers. Allow initial layer to harden to the point where the material has lost its evaporative moisture. Immediately prime and begin application of the subsequent layer within 24 hours.
- D. If a fine, feathered edge is desired, steel trowel the edge after initial set, but before it is completely hard.

3.04 CURING

- A. Once underlayment starts to set, prohibit foot traffic until final set has been reached.
- B. Air cure in accordance with manufacturer's instructions.

3.05 PROTECTION

- A. Protect against direct sunlight, heat, and wind; prevent rapid drying to avoid shrinkage and cracking.
- B. Do not permit traffic over unprotected floor underlayment surfaces.

END OF SECTION

SECTION 09 05 61 - COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
 - 1. Resilient sheet.
 - 2. Carpet tile.
- B. Removal of existing floor coverings.
- C. Preparation of existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture and alkalinity (pH).
- E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
 - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.
- F. Patching compound.
- G. Moisture Vapor Mitigation System

1.02 RELATED REQUIREMENTS

- A. Section 01 22 00 - Unit Prices: Additional quantities of moisture vapor mitigation system installed
- B. Section 03 54 00 - Cast Underlayment: Self-leveling underlayment

1.03 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete 2020.
- C. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2016a.
- D. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

1.05 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- C. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
- D. Testing Agency's Report:
 - 1. Description of areas tested; include floor plans and photographs if helpful.
 - 2. Summary of conditions encountered.
 - 3. Moisture and alkalinity (pH) test reports.
 - 4. Copies of specified test methods.
 - 5. Recommendations for remediation of unsatisfactory surfaces.
 - 6. Submit report to Architect.
 - 7. Submit report not more than two business days after conclusion of testing.

1.06 QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.
- B. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
- C. Contractor's Responsibility Relating to Independent Agency Testing:
 - 1. Provide access for and cooperate with testing agency.
 - 2. Confirm date of start of testing at least 10 days prior to actual start.
 - 3. Allow at least 4 business days on site for testing agency activities.
 - 4. Achieve and maintain specified ambient conditions.

5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

1.08 FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F (18 degrees C) or more than 85 degrees F (30 degrees C).
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

2.01 PATCHING COMPOUND

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
 1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
 2. Compressive Strength: 5000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

2.02 MOISTURE VAPOR MITIGATION SYSTEM

- A. Moisture Vapor Mitigation System: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
 1. Approved Manufacturers:
 - a. Basis of Design: ARDEX Engineered Cements; ARDEX MC RAPID with Sand broadcast: www.ardexamericas.com/#sle.
 - b. LATICRETE International, Inc: www.laticrete.com/#sle.
 - c. UZIN, a division of UFLOOR Systems Inc: www.ufloorsystems.com/#sle.

- d. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
- 2. Performance and Physical Properties: Meet or exceed the following values for material cured at 70°F /-3°F (21°C /-2°C) and 50% /-5% relative humidity:
 - a. Application: Manual
 - b. Material Requirements on CSP 3 Prepared Concrete: Approx. 250 - 270 sq. ft. (25 m²) per mixed unit for 10 mils, and approx. 170 – 109 sq. ft. (16 – 18 m²) per mixed unit for 14 mils
 - c. Permeability (ASTM E96): 0.06 perms
 - d. 14 pH solution (ASTM D1308): No effect
 - e. VOC: 19.9 g/L, A B, ASTM D2369
 - f. Walkable: Minimum of 4 hours
 - g. Install underlayment or topping: Minimum 4 hours,

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
 - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
 - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
 - b. Removal of existing floor covering.
 - c. Removal of existing cementitious underlayments.
 - 2. Preliminary cleaning.
 - 3. Moisture vapor emission tests; 3 tests in the first 1000 square feet (100 square meters) and one test in each additional 1000 square feet (100 square meters), unless otherwise indicated or required by flooring manufacturer.
 - 4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 - 5. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 - 6. Specified remediation, if required.
 - 7. Patching, smoothing, and leveling, as required.
 - 8. Other preparation specified.

9. Protection.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

3.04 MOISTURE VAPOR MITIGATION SYSTEM

- A. Preparation:
 - 1. Concrete Subfloors: Prepare Substrate in accordance with manufacturer's instructions.
 - a. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, curing compounds and any substance that might act as a bond breaker before application.
 - b. Mechanical preparation of the surface is required to obtain a minimum ICRI concrete surface profile of 3 (CSP 3). This substrate preparation must be by mechanical means, such as shot blasting.
 - c. The concrete must have a minimum tensile strength of at 150 psi (10.5 kg/cm²) for areas to receive normal foot traffic and 200 psi (14 kg/cm²) for areas of heavy commercial traffic when tested in accordance with ASTM C1583.
 - d. Prior to beginning the installation, the relative humidity within the concrete can be measured (ASTM F2170). No standing water shall be present.
 - 2. Application:
 - a. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.
 - b. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas from contact due to mixing and handling of materials.
 - c. Mixing: Comply with manufacturer's printed instructions and the following.
 - 1) Each individual 22 lb. (10 kg) unit contains separate, pre-measured quantities of hardener (Part B) and the resin (Part A). After opening each container, stir the

individual components thoroughly before blending. The hardening agent (Part B) is added to the resin (Part A).

- 2) Pour all of the hardener into the resin portion and stir thoroughly for a minimum of 3 minutes using a low speed drill and an epoxy mixing paddle. Once mixed, pour some of the epoxy back into the hardener container, stir for 10 seconds, and then pour all of the contents back into the resin container. Mix for an additional 30 seconds before applying.
- d. Application: Comply with manufacturer's printed instructions and the following.
- 1) The required thickness for the ARDEX MC RAPID is dependent on application. Please refer to the technical data sheet for more information.
 - 2) Apply the freshly mixed ARDEX MC™ RAPID at the minimum thickness specified in the technical data sheet to the prepared concrete surface in a uniform direction with a short- nap paint roller or notched squeegee with back-rolling for smoother surfaces, and a longer nap roller for more uneven substrates. To minimize the potential for pinhole formation, work the ARDEX MC™ RAPID into the surface with the roller to ensure maximum penetration. ARDEX MC™ RAPID can also be worked into the surface with a paintbrush for hard to reach areas and corners.
 - 3) A sand broadcast is required for certain applications; see the technical data sheet. Where required, sand broadcast must proceed while the ARDEX MC RAPID is still in a fresh state (maximum 20 minutes).
 - 4) Following the application of MC RAPID and primer or sand broadcast, install the cast underlayment per section in accordance with printed instructions found in the corresponding technical brochure.
 - 5) It is not necessary to re-test the substrate for moisture emissions prior to installing the floor covering.

3.05 MOISTURE VAPOR EMISSION TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet (1.4 kg per 93 square meters) per 24 hours.
- F. Report: Report the information required by the test method.

3.06 INTERNAL RELATIVE HUMIDITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

3.07 ALKALINITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.08 PREPARATION

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with requirements and recommendations of floor covering manufacturer.
- C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- D. Do not fill expansion joints, isolation joints, or other moving joints.

3.09 APPLICATION OF REMEDIAL FLOOR COATING

- A. Comply with requirements and recommendations of coating manufacturer.

END OF SECTION

SECTION 09 65 00 - RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient sheet flooring.
- B. Resilient base.
- C. Installation accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 05 61 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source 2019a, with Editorial Revision (2020).
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring 2021.
- C. ASTM F1859 - Standard Specification for Rubber Sheet Floor Covering Without Backing 2021a.
- D. ASTM F1861 - Standard Specification for Resilient Wall Base 2021.
- E. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2016a.
- F. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- G. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source 2019.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plans and floor patterns.
- D. Samples: Submit manufacturer's complete set of color samples for Architect's initial selection. (Submittal Requirement Waved if Basis of Design Product Submitted.)
- E. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.

- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Flooring Material: 5 percent of total for each type and color.
 - 2. Extra Wall Base: 5 percent of total for each type and color.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in installing specified flooring with minimum Five years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

1.07 FIELD CONDITIONS

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 SHEET FLOORING

- A. Rubber Sheet Flooring - Type RSF-1, RSF-2, RSF-3: 100 percent rubber composition, color and pattern through total thickness.
 - 1. Manufacturers:
 - a. Basis of Design: Mohawk Group; True Collection; Medi-Flex Sheet
 - b. Nora Systems; www.nora.com
 - c. Roppe Corporation: www.roppe.com/#sle.
 - d. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
 - 2. Minimum Requirements: Comply with ASTM F1859, Type 1, without backing.

3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648.
 4. Hardness: Shore A \geq 85 per ASTM D2240
 5. Abrasion Resistance: Passes (H 18, 500g @ 1000 cycles) per ASTM D 3389
 6. Chemical Resistance: ASTM F 925 - Exceeds
 7. Antimicrobial/Antifungal Resistance Test: ASTM G21 Pass (28 days)
 8. Thickness: 0.118 inch (3mm mm) minimum.
 9. Sheet Width: 72 inch (1825 mm) minimum.
 10. Seams: Heat welded.
 11. Surface Texture: Smooth.
 12. Color: To be selected by Architect from manufacturer's full range.
- B. Welding Rod: Solid bead in material compatible with flooring, produced by flooring manufacturer for heat welding seams, and in color matching field color.

2.02 RESILIENT BASE

- A. Resilient Base - Type RB-1: ASTM F1861, Type TS rubber, vulcanized thermoset; style as scheduled.
1. Manufacturers:
 - a. Basis of Design: Johnsonite, a Tarkett Company; www.johnsonite.com/#sle.
 - b. Burke Flooring: www.burkeflooring.com/#sle.
 - c. Roppe Corporation: www.roppe.com/#sle.
 - d. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
 3. Height: 4 inch (100 mm).
 4. Thickness: 0.125 inch (3.2 mm).
 5. Finish: Satin.
 6. Color: To be selected by Architect from manufacturer's full range.
 7. Accessories: Premolded external corners.

2.03 ACCESSORIES

- A. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Cementitious Subfloor Surfaces: Verify that substrates are ready for resilient flooring installation by testing for moisture and alkalinity (pH).
 - 1. Test as Follows:
 - a. Alkalinity (pH): ASTM F710.
 - b. Internal Relative Humidity: ASTM F2170.
 - c. Moisture Vapor Emission: ASTM F1869.
 - 2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

- A. Prepare floor substrates for installation of flooring in accordance with Section 09 05 61.

3.03 INSTALLATION - GENERAL

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.

3.04 INSTALLATION - SHEET FLOORING

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.
- B. Seal seams by heat welding where indicated.

3.05 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.

3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.

- B. Clean in accordance with manufacturer's written instructions.

3.07 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION

SECTION 09 68 13 - TILE CARPETING

PART 1 - GENERAL

1.01 CONTRACT CONDITIONS

- A. Work of this Section is bound by the Contract Conditions and Division 01, bound herewith, in addition to this Specification and accompanying Drawings.

1.02 SECTION INCLUDES

- A. Modular Carpet Tile and Carpet Accessories.

1.03 RELATED WORK

- A. Division 03 - Cast Underlayment
- B. Division 09 - Section "Resilient Sheet Flooring" for Resilient Base

1.04 REFERENCES

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
- C. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
- D. AATCC - American Association of Textile Colorist and Chemists
- E. NFPA 253 - Test for Critical Radiant Flux of Floor Covering Systems.

1.05 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two samples 12x12 inch in size illustrating color and pattern for each carpet material specified. (Submittal Requirement Waved if Basis of Design Product Submitted.)
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- E. Warranties: Manufacturer's warranties specified in this Section.

1.06 REGULATOR AGENCY REQUIREMENTS

- A. Conform to applicable code for flame/smoke rating requirements.
- B. Conform to ASTM E648 Class I for flooring radiant panel test.

- C. Conform to ASTM D2859 for surface flammability ignition test.

1.07 PRODUCT STORAGE AND HANDLING

- A. Carpeting shall be delivered to the job site in original mill wrapping with each roll or tile box having its register number properly attached, clearly marked as to size, dye lot, and materials.
- B. Material shall be stored in an enclosed and dry area protected from damage and soiling.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Floor covering installation contractor shall visit the site and be responsible for all measurements and job conditions.
- B. Sequence carpeting with other work so as to minimize possibility of damage and soiling of carpet during remainder of construction period.
- C. Do not begin carpet installation until painting and finishing work are complete and ceilings and overhead work have been tested, approved, and completed.
- D. Maintain room temperature at 65 F (18 C) minimum for at least 48 hours prior to installation and relative humidity at 65% maximum.
- E. After installation, continue to fresh-air ventilate for 48 to 72 hours at normal room temperatures by operating the ventilation fan system at full capacity and by opening windows and doors, if possible.

1.09 WARRANTY

- A. Provide the following written warranties by carpet manufacturer for a period of no less than 15 years:
 - 1. Wear - Surface fiber wear shall not be more than 10% by weight in 15 years. (Note: wear warranty shall not require use of chair pads)
 - 2. Static - Static generation at less than 3.0 kV at 70 degrees F, and 20% R.H.
 - 3. No delamination
 - 4. No edge ravel
 - 5. No dimensional instability (i.e., shrinkage, curling and doming) which adversely affect the ability of the tile to lay flat
 - 6. Merge ability - Carpet that is of the same style/color, but from different dye lots and/or manufacturing dates, may be merged and used interchangeably, both at initial installation and at later selective replacement, to create a continuous carpeted surface with no tile appearing out of place.
- B. At no additional cost to Owner, correct defects in materials and workmanship which appear during Warranty Period by repairing, or when directed by replacing.

1.10 EXTRA MATERIALS

- A. For each type, pattern, and color of carpet leave ten (10) complete tiles in labeled boxes.
- B. Store on project premises where directed by owner.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturers are limited to the following:
 - 1. Mohawk Group; www.mohawkgroup.com
 - 2. Shaw Contract; www.shawcontract.com.
 - 3. Tandus Inc.; www.tandus.com.
 - 4. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.02 CARPET TILE (WOC-1)

- A. Basis of Design: Tuff Stuff II Collection, First Step II
- B. Description: Tufted nylon conforming to the following criteria:
 - 1. Type: Modular Tile, 24" x 24"
 - 2. Surface Texture: Performance Loop Pile
 - 3. Gauge: 5/32 (25.2 rows per 10cm)
 - 4. Density: 6,739
 - 5. Stitches per Inch: 8.5 (33.46 per 10 cm)
 - 6. Pile Thickness: .144" (3.66 mm)
 - 7. Dye Method: Solution Dyed
 - 8. Face Weight: 38.0 oz. per sq. yd.
 - 9. Color/Pattern: As selected from manufacturer's full color line.

2.03 ACCESSORIES

- A. Sub-Floor Filler: Type recommended by carpet manufacturer.
- B. Self-Drying, Cement-Based Finish Underlayment
 - 1. Refer to 03 54 00 Cast Underlayment
- C. Adhesives: Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and that is

recommended by carpet manufacturer.

1. Provide adhesives with VOC content not more than 50g/L when calculated according to 40 CFR 59, Subpart D (EPA method 24).
 2. Methylene chloride and perchloroethylene may not be intentionally added to adhesives.
- D. Adhesive Film, for Carpet Tiles: Pressure-sensitive adhesive, applied on one side of a polyester film, recommended by carpet tile manufacturer for releasable installation.
- E. Edge Strips: Color as selected from manufacturer's full line.

PART 3 - EXECUTION

3.01 EXMINATION

- A. General: Do not start work until works of other trades are substantially completed. Inspect surfaces to receive carpet and verify that all such work is complete to the point where this installation may properly commence. In the event of discrepancy, notify Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.
- B. Materials: Unpack all goods to verify all goods uniformity, quality, color and texture against the approved samples prior to installation. Any discrepancy should be brought to the attention of the Owners Representative.

3.02 PREPARATION

- A. General: Comply with CRI Carpet Installation Standard, Section 7.3, "Site Conditions; Floor Preparation," and carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
- B. Test moisture content of substrates to receive carpet materials to verify that moisture is within the manufacturers' acceptable limits. Perform tests only when interior space is enclosed and conditioned. Tests shall provide quantitative results.
- C. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/16 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- D. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tiles.

3.03 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

- B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure- sensitive adhesive.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Provide carpet under operable partitions.
- G. Carpet is to extend under all casework except fixed sink base cabinets.
- H. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.
- I. Install pattern parallel to walls and borders.

3.04 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tiles:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protection of Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer and carpet tile adhesive manufacturer.

END OF SECTION

SECTION 09 90 00 - PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation required to properly install products.
- B. Field application of paints and other coatings.
- C. Surfaces to be finished are indicated in this section and on the Drawings.

1.02 REFERENCES

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; 2010.

1.03 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system (copy of relevant MPI Manual page is acceptable).
 - 4. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Certification by manufacturer that products comply with Contract Documents and are compatible with applicable substrates and with each other.
- D. Samples for Verification: Submit three paper "drop" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Prime Consultant before preparing samples, to eliminate sheens definitely not required.
 - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted have been approved.
 - 4. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.
- B. Maintain one copy of relevant portions of MPI Architectural Painting Specification Manual on project site at all times.
- C. Material Safety Data Sheets: At project site maintain file of MSDS sheets for each product used; become familiar with and follow manufacturer's stated application and safety requirements.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

1.07 EXTRA MATERIALS

- A. Supply 1 gallon (4 L) of each color; new, unopened after mixing; store where directed.
- B. Label each container with color in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Acceptable Manufacturers are limited to the following:
 - 1. Sherwin Williams: www.sherwin-williams.com.

2. Duron, Inc: www.duron.com.
3. ICI Paints North America: www.icidecorativepaints.com.
4. Benjamin Moore & Co: www.benjaminmoore.com.
5. PPG Architectural Finishes, Inc: www.ppgaf.com.
6. Glidden: www.glidden.com.
7. Fuller-O'Brien: www.fullerpaint.com.
8. Behr Process Corporation: www.behr.com.
9. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.02 MATERIALS

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
 3. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
 - a. Flat Paints and Coatings: 50 g/L.
 - b. Nonflat Paints and Coatings: 150 g/L.
 - c. Dry-Fog Coatings: 400 g/L.
 - d. Primers, Sealers, and Undercoaters: 200 g/L.
 - e. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - f. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - g. Pretreatment Wash Primers: 420 g/L.
 - h. Shellacs, Clear: 730 g/L.
 - i. Shellacs, Pigmented: 550 g/L.

2.03 PAINT SYSTEMS

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Where sheen is not specified or more than one sheen is specified, sheen will be selected later by Prime Consultant from the manufacturer's full line.
- D. Provide colors as scheduled on Drawings and Color Schedule.

2.04 INTERIOR PAINT SYSTEMS

- A. Metal Fabrications:
 - 1. Applications include but are not limited to: columns, beams, joists, exposed fire sprinkler piping, etc.
 - 2. Water-Based Light Industrial Coating System [MPI INT 5.1B]:
 - a. 1st Coat: Primer, rust-inhibitive, water based [MPI #107].
 - b. 2nd Coat: Light industrial intermediate coating, interior, water based, matching topcoat.
 - c. 3rd Coat: Light industrial top-coating, interior, water based, semi-gloss (MPI Gloss Level 5) [MPI #153].

PART 3 EXECUTION

3.01 SCOPE -- SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces described in PART 2, indicated on the Drawings, and as follows:
 - 1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
 - 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
 - 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
 - 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
 - 5. Finish top, bottom, and side edges of exterior doors the same as exposed faces.

6. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, and hangers, brackets, collars and supports occurring in finished areas to match background surfaces, unless otherwise indicated.
7. Paint shop-primed mechanical and electrical items occurring in finished areas.
8. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.

C. Do Not Paint or Finish the Following Items:

1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
2. Items indicated to receive other finish.
3. Items indicated to remain naturally finished.
4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
5. Anodized aluminum.
6. Polished and brushed stainless steel items.
7. Concrete masonry in utility, mechanical, and electrical spaces.
8. Acoustical materials.
9. Concealed piping, ductwork, and conduit.

3.02 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Prime Consultant's approval.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Concrete: 12 percent.
 2. Fiber-Cement Board: 12 percent.
 3. Masonry (Clay and CMUs): 12 percent.
 4. Wood: 15 percent.
 5. Gypsum Board: 12 percent.

6. Plaster: 12 percent.
- E. Measure the ph factor of concrete, masonry, and mortar before starting any finishing process, using the method specified in MPI Architectural Painting Manual.
 1. Report results in writing to Owner before starting work.
 2. If results of test indicate need for remedial action, provide written description of remedial action. If a different primer or paint systems is required, state the total cost of the change. Do not proceed with remedial action or change without receiving written authorization from Owner.

3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.
- C. Surface Appurtenances: Prior to preparing surfaces or finishing, remove electrical plates, hardware, light fixtures, light fixture trim, escutcheons, machined surfaces, fittings, and similar items already installed that are not to be painted.
 1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.
 2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac those which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.
 - 1. Remove, refinish, or repaint work not complying with requirements.
- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
 - 1. Brush Application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
 - 2. Roller Application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 - 3. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
 - 4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
 - 1. Number of coats and film thickness required are the same regardless of application method.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 - 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
 - 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
 - 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.

3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.05 CLEANING AND PROTECTION

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Prime Consultant.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

3.06 SCHEDULE - COLORS

- A. See Plans and Schedules for extent of surfaces to be painted.

END OF SECTION