

City of Valdez

212 Chenega Ave. Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, April 15, 2025 7:00 PM Council Chambers

Regular Meeting

WORK SESSION AGENDA - 5:30 pm

Transcribed minutes are not taken for Work Sessions. Audio is available upon request.

1. Board of Equalization Training Session

REGULAR AGENDA - 7:00 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES
 - 1. Approval of Minutes of Special Meeting March 18, 2025 and Special Meeting March 20, 2025
- V. PUBLIC APPEARANCES
 - 1. Public Appearance: Allie Steed, SWAN
 - 2. Public Appearance: Allie Steed, Valdez Senior Center
- VI. PUBLIC BUSINESS FROM THE FLOOR
- VII. CITY BOARDS & COMMISSIONS: REPORTS & REFERRALS
- VIII. CONSENT AGENDA
 - 1. Approval of Senior Citizen Hardship Property Tax Exemption for Barbara Ezell
 - 2. Proclamation: Child Abuse Awareness Month
 - 3. Proclamation: Sexual Assault Awareness Month

- 4. Proclamation: Public Safety Telecommunicators Week 2025
- **5.** Proclamation: Animal Care and Control Officer Appreciation Week 2025
- 7. Approval of 1-year Extension and Modification of Contract with X-DLX Investments for Maintenance of Turf, Landscape and Pond Water
- 6. Proclamation Recognizing the Valdez Dance Company
- 8. Approval To Go Into Executive Session Re: City Manager Applications

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

- 1. Approval to Sell Surplus 2003 Ford E450 on GovDeals.com
- 2. Approval of Contract Award with PTP Construction Services, LLC for the Senior Center Siding Repair Project in the Amount of \$145,775.00

XI. ORDINANCES

- **2.** #25-05 Amending Chapter 3.12 of the Valdez Municipal Code Entitled Property Taxes. First Reading. Public Hearing.
- 1. #25-04 Amending Chapter 10.20 of the Valdez Municipal Code Titled Recreational Vehicle Parks and Tent Camping. Second Reading. Adoption.

XII. RESOLUTIONS

- 1. #25-16 Waiving the Solid Waste Fees for Certain Items During the 2025 Community
 Clean-up Event
- #25-17 Authorizing the Execution of a Cooperative Participation Agreement Among Alaska Municipalities and School Districts Creating Alaska Public Risk Alliance (APRA)

XIII. REPORTS

- 1. Auction Report: 2008 Ford F150
- 2. Monthly Treasury Report: February 2025
- 3. <u>Procurement Report: Contract with Digitize for Emergency Self-Monitoring in the Amount of \$67,940.00.</u>
- 4. Report: Carry Forward Resolution

- 5. Emergency Communications System Project Overview
- 1. Interim City Manager's Report

XIV. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

- 1. City Manager Report
- 2. City Clerk Report
- 3. City Attorney Report
- 4. City Mayor Report
- XV. COUNCIL BUSINESS FROM THE FLOOR
- XVI. EXECUTIVE SESSION
- XVII. RETURN FROM EXECUTIVE SESSION
- XVIII. ADJOURNMENT
- XIX. APPENDIX
 - 1. <u>Legal Billing Summary January and February 2025</u>
 - 2. APRIL 2025 CALENDAR

CORPORATIONS



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0132, Version: 1

ITEM TITLE:

Board of Equalization Training Session

SUBMITTED BY: Jake Staser, City Attorney, Sheri Pierce, City Clerk & Martins Onskulis, City Assessor

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

The City Attorney, City Clerk, and City Assessor will conduct training on the roles and responsibilities of the Board of Equalization. The City Assessor will discuss the property tax assessment process. Both presentations are attached for review and future reference.

GUIDELINES FOR BOARD OF EQUALIZATION FINDINGS

UPDATED 4/10/2025

I. GROUNDS FOR ADJUSTMENT OF ASSESSMENT

Under VMC Section 3.12.120(D)(1)(e) "The only grounds for adjustment of an assessment are **unequal, excessive, improper** or under valuation based on the facts that are stated in a valid written appeal or provided at the appeal hearing."

KEY: It is the appellant's burden to establish one of the following grounds for adjustment:

- **Unequal** means that there are other properties in the same class as the property being appealed and that there is no basis that would justify different valuations of the property. "An assessment is unequal if the taxing authority treats one taxpayer differently than other similarly situated taxpayers." One example is the use of different mill rate for similarly situated properties.
- **Excessive** means the property is overvalued. The appellant may establish that an assessment is excessive by showing that comparable properties other than those used by the appraiser provide a better comparison or establishing an exemption was not properly applied. EXCESSIVE ASSESSMENT IS THE MOST COMMON BASIS FOR ADJUSTMENT.
- **Improper** means the assessment methodology itself was incorrect or was incorrectly applied.

KEY: The following are <u>not</u> grounds for adjustment:

- My taxes are too high
- The value of my property changed too much in one year
- I cannot afford the taxes assessed.

Taxability appeals may be heard by the BOE. For such appeals property is taxable unless expressly exempted. It Is the Appellants burden to show an exemption applies or the property does not meet the definition of taxable property.

II. THE BOARD MUST BASE ITS DECISION ON THE EVIDENCE

The Board may only base its decision on evidence presented in writing or via sworn testimony. DO NOT rely on personal knowledge. However, you may pose questions to elicit helpful testimony/evidence.

III. THE BOARD MUST ISSUE FINDINGS ON THE RECORD

Under VMC Section 3.12.120(D)(1)(k) the Board shall issue findings on the record "clearly stating the grounds upon which the Board relied to reach its decisions." The motion should state the specific evidence relied upon, such as an error in sf calculation, comparable properties, evidence of property damage not captured by the assessor, etc.

¹ In the Matter of: the Trans-alaska Pipeline System, 2015 WL 5813228, at *6.

GUIDELINES FOR BOARD OF EQUALIZATION FINDINGS

UPDATED 4/10/2025

Examples:

"Move to uphold the assessment because the appellant has failed to meet their burden of establishing the assessment is unequal, excessive, or improper based upon the evidence presented including the following [Discuss Specific Evidence Presented]"

Or

"Move to adjust the valuation to \$______ because the appellant has met their burden by establishing the assessment is [Choose one or more (1) unequal, or (2) excessive, or (3) improper] based upon the evidence presented including the following [Discuss Specific Evidence Presented]"

*For the benefit of Finance, all changes in valuation should be rounded to the nearest \$100.00

BOARD OF EQUALIZATION TRAINING

APRIL 15, 2025

PRESENTERS:

SHERI PIERCE, CITY CLERK

JAKE STASER, CITY ATTORNEY

THE BASICS

▶ Listen to the case presented.

▶ Decide based on the evidence presented.

Establish a record that supports the decision.

Ask questions on the record.

POINTS OF DISCUSSION

- What is the assessment process?
- What is the appeal process?
- ▶ What is the role of the BOE?
- ▶ How should an appeal be decided?
- ▶ How do we make a record?
- ▶ BOE "Do's" and "Don'ts."

THE ASSESSMENT PROCESS

- Annual process establishing full and true value of all taxable property.
- ▶ Goal is to achieve uniform assessments, consequently, Appraiser uses "mass appraisal" techniques.
- ▶ In order to produce equality in the tax burden, there must be uniformity in the manner of assessments.
- Any accepted appraisal method may be used so long as it is applied uniformly.
- Assessor considers market data (sales) and uniformly applies this data to each property to derive an assessment value.

THE APPEAL PROCESS

- Appeals must be filed within 30 days of mailing and notice of assessment setting forth:(1) the name of the property owner; (2) a legal description of the property; (3) grounds for appeal; (4) supporting evidence, and (5) the Appellant's opinion of value.
- Under limited circumstances late-filed appeals may be accepted under VMC 3.12.110.
- Appeals are forwarded to the Assessor who attempts to contact the Appellant and makes necessary adjustments to the assessment.
- ▶ If the Assessor and the Appellant mutually resolve a duly filed appeal prior to a hearing by the Board of Equalization, the Appellant may withdraw that appeal in writing or on the record.
- ▶ The Assessor shall prepare for use by the Board of Equalization a summary of assessment data relating to each assessment that is appealed.

THE APPEAL HEARING

- Appeals shall be heard in the order scheduled by the City Clerk.
- NEW: VMC 3.12.120(G)(1)(a)
 - "If an appellant is not present at the time scheduled the appeal will be deferred and the next scheduled appellant heard. When the board has heard the appeals of all scheduled appellants who have appeared at the hearing, it shall take up the appeals of absent appellants. If any appellant remains absent after deferral of the hearing, the board may proceed with the hearing upon whatever material has been previously filed by such absent appellant."
- ► VMC 3.12.120(G)(1)(i)
 - "Order of Presentation: The appellant shall present argument first. Following the appellant, the assessor shall present the city's argument. The appellant may, at the discretion of the chair, make rebuttal presentations directed solely to the issues raised by the assessor. The members of the board may ask questions through the chair of either the appellant or the assessor at any time during the hearing."
- Evidence rules are informal.
- Appellant Bears the Burden of Proof!

THE APPEAL HEARING (CONTD.)

BOARD OF EQUALIZATION HEARING PROCEDURE

- ► Appellants and witnesses are sworn in by the City Clerk.
- ► Appellant addresses the Board with testimony.
- Board questions Appellant.
- Assessing staff questions Appellant.
- Assessing staff addresses the Board with testimony.
- Board questions assessing staff.
- Appellant questions assessing staff.
- ► Appellant gives rebuttal. No new evidence can be introduced.
- ► Assessing staff gives rebuttal. No new evidence can be introduced.
- Chairman asks for motion.
- ▶ Motion made with specific factual findings and identifying grounds for adjustment if any.
- ▶ Board discussion. Limited to only the Board members, however, technical questions may be addressed to the assessing staff. Discussion should include facts supporting the decision.
- ▶ Roll call vote by the City Clerk. A simple majority vote is needed to alter an assessed value.

ROLE OF THE ASSESSOR AND BOE

- ► The Assessor is the government official responsible for establishing the value of all property within a municipality's boundaries for ad valorem purposes, not the BOE.
- The BOE listens to appeals, and if necessary, adjusts the assessment of individual properties, higher, or lower.
- ▶ The BOE is an adjudicator!!
- Judge, Jury, and Cross-Examiner The BOE serves as all three in hearing a property tax appeal.

BOE MEMBERS ARE AKIN TO JUDGES

- ▶ BOE Members are serving a quasi-judicial role.
- ▶ Think like a Judge.
- ► Act like a Judge.
- No Ex Parte Contact!
- ► Make a record that shows the basis for the decision on law and facts.
- Presume your decision will be reviewed by a higher court.

ROLE OF THE APPELLANT

The Appellant bears the burden of proof!

- ▶ This is because the Appellant is the one seeking a change of the status quo.
- ▶ The Appellant must present salient facts, not unsupported assertions, not rumor, not anecdotes, but <u>facts</u> about the property that supports the allegation of an assessment that has been made in error.
- ▶ The Appellant needs to convince you, using those facts, that a mistake has been made in the valuation of the property.

DECISION OF THE BOARD

- "The only grounds for adjustment of an assessment are unequal, excessive, improper or under valuation based on the facts that are stated in a valid written appeal or provided at the appeal hearing." VMC1.12.120(G)(1)(e)
- Code revisions are in progress to expressly allow taxability appeals.
- Only rely on facts presented in the written appeal or at the appeal hearing!
- Do not rely on "personal knowledge" outside of the evidence in the record.
- ▶ The BOE decision must state what facts and what legal grounds the decision is based on.

UNEQUAL, EXCESSIVE, IMPROPER

Interpretation of meaning from the court decisions:

- ▶ <u>UNEQUAL</u> means that there are other properties in the same class as the property being appealed and that there is no basis that would justify different valuations of the property. "An assessment is unequal if the taxing authority treats one taxpayer differently than other similarly situated taxpayers." One example is the use of different mill rate for similarly situated properties.
- **EXCESSIVE** means the property is overvalued. The appellant may establish that an assessment is excessive by showing that comparable properties other than those used by the appraiser provide a better comparison or establishing an exemption was not properly applied. EXCESSIVE ASSESSMENT IS THE MOST COMMON BASIS FOR ADJUSTMENT.
- ▶ <u>IMPROPER</u> means the assessment methodology itself was incorrect or was incorrectly applied.
- ▶ <u>UNDERVALUED</u> Rare, but yes it does happen from time to time.

UNEQUAL, EXCESSIVE, IMPROPER

- Currently no definition in statute or municipal code.
- Assessment professional standards provide specific definitions that are measurable.
- Ratio of assessed value to sale price and dispersion from the median sale price.
- Uniform use of an accepted method of valuation a valuation is not improper merely because a different method would yield a different valuation.

NOT TAXABLE

Code revisions in progress to expressly allow taxability appeals.

- A property is taxable unless expressly exempted from taxation under the VMC.
- Appellant must show that exemption applies or that the property does not meet the definition of taxable property as interpreted by the City.

EVIDENCE AND ARGUMENT

- Both parties have the opportunity to present evidence and argument to support their position.
- Both parties have an opportunity to see the evidence and argument prior to the hearing and/or address any new evidence presented at the hearing.
- ▶ Both parties have the opportunity to rebut the evidence and argument presented at the hearing.
- Evidence = presentation of facts.
- Argument = interpretation of law.

OUTSIDE EVIDENCE OR FACTS

- Not consistent with due process.
- If you make a decision based on privatelyheld facts, neither party has the opportunity to rebut/contextualize.
- Do not base your decision on personal knowledge outside what is presented at hearing!
- Your questioning can encourage a party to produce evidence that might be helpful in making your decision.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

► Findings of Fact-

Determinations set forth all the facts found to be true at the hearing. Facts are those elements of evidence provided by either the Appellant or the Assessor that the Board found to be decisive and/or significant.

► Conclusion of Law-

The conclusions reached are based on the legal premises for the decision. Excessive, Unequal, or Improper. If the Appellant has met their burden the change in valuation must be stated on the record. New valuations should be rounded to the nearest \$100.00.

FINDINGS OF FACT AND CONCLUSIONS OF LAW - EXAMPLES FAULK I

- Insufficient basis to uphold BOE determination where it is merely stated on the record that "appellant, Mr. Faulk, has not presented sufficient evidence to prove an unequal, excessive or improper valuation." (Faulk v. Bd. of Equalization, 934 P.2d 750, 751 (Alaska 1997)).
- ▶ The court held:

"the language of the Board's motion does not facilitate review of how the Board addressed the assessor's treatment of the recent price paid by the Faulks for the Property."

"In this case, we can only guess how the Board resolved the conflicts between the Borough's and the Faulks' evidence relating to the recent sale price."

FINDINGS OF FACT AND CONCLUSIONS OF LAW - EXAMPLES FAULK II

Sufficient basis to uphold BOE determination where it is stated on the record that:

Appellants "have not presented sufficient evidence to prove an unequal, excessive, improper or [under valuation] for the following reasons, and they haven't submitted very much data, and, in fact, that data that they have submitted, the insurance data would indicate the value may be higher, so we just do not have — they have not proved their case."

"[T]he owners of the property would like us to look at the whole property, ... by law, and the way this property is listed as a condominium unit, the assessors are required to look at each individual unit. It would make — it possibly could make a difference, but when you're looking at each individual unit, given prices, there's no question in my mind that this is a fair price."

▶ The court held:

"we are not left to speculate about why the Board thought that the Faulks' evidence was insufficient,"

"the Board "considered each issue of significance," they "demonstrate the basis for the Board's decision," and they are "sufficiently detailed."

OTHER LESSONS FROM FAULK I & II

- ▶ In Faulk I it was error for the assessor and the Board not to consider the recent purchase price of the assessed property.
 - "By failing to consider recent sales of the subject property the Municipality ignored directly relevant, albeit not conclusive, evidence of [the property's] value."
- In Faulk II it was not error for the Board to uphold a valuation where the appellant presented an unsigned earnest money agreement purportedly establishing a sales price lower than the valuation.
 - "the evidence proffered by the Faulks does not indicate the prevailing market conditions in a sale between a willing seller and a willing buyer both conversant with the property."
- ▶ BOTTOM LINE The BOE must consider all salient facts presented and address them on the record.

HOW TO MAKE A DEFENSIBLE RECORD

- Unless no evidence was presented by the appellant, <u>DO NOT</u> merely state that the Appellant has failed to provide sufficient evidence of excessive, unequal, or improper valuation.
- Instead DO address the evidence presented in the Motion and Discussion on the Motion.

Move to uphold the assessor's valuation because the Appellant failed to present sufficient evidence to establish excessive, unequal, or improper valuation for the following reasons:

- ▶ The comparable properties presented by the Assessor are more similar to the subject property than the comparable properties presented by the Appellant.
- ▶ The condition of the subject property is not substantially worse than the comparable properties used by the Assessor.
- ▶ The Appellant did not provide any comparable properties to establish a reduction in the valuation is required.
- ▶ The Appellant relied exclusively on the argument that the increase in valuation year over year was too high, this is not a proper grounds for reducing the valuation.
- ADDRESS THE FACTS PRESENTED IN THE MOTION AND IN DISCUSSION, COURTS WILL CONSIDER BOTH.

HOW TO MAKE A DEFENSIBLE RECORD (CONTD.)

- Treat every case as though it will be appealed to the courts.
- ▶ The courts will review the record of the hearing an Appellant does not usually receive a new hearing.
- Courts need to know how you made your decision.
- ▶ Place yourself in the court's position and determine if you can understand why BOE made the decision it made.
- Make sure your findings of fact relate to the issues brought forth.
- For example, if the Appellant has made an assertion as to why the value should be lower, your conclusions should address the assertion as to why it was or was not considered appropriate. If the court can't understand your findings, it will usually remand the case back to the Board.

HOW TO MAKE A DEFENSIBLE RECORD (CONTD.)

- Standard of review is reasonable basis.
- "Taxing authorities are to be given broad discretion in selecting valuation methods, and we are concerned with nothing less than fraud or the clear adoption of a fundamentally wrong principle of valuation."
- ► Courts evaluate "whether the record sufficiently reflects the basis for the [agency's] decision so as to enable meaningful judicial review."
- "Findings are adequate to permit appellate review when at a minimum, they show that the Board considered each issue of significance, demonstrate the basis for the Board's decision, and are sufficiently detailed."

BAD REASONS FOR A REDUCTION

- Taxes are too high
- Value increase too much
- No improvements made to the property
- ▶ Neighbor's house valued less
- Not enough services from Municipality for taxes paid
- Value is just plain excessive, improper, and unequal without supporting evidence
- ▶ Didn't receive an assessment notice

POTENTIAL LEGITIMATE REASONS FOR A REDUCTION

- ► The Property was sold during the assessment year but the Assessor did not consider the sale price.
- ► The assessment includes a factual error such as wrong square footage.
- The property was in exceptionally poor condition as of the assessment date i.e. roof was caved in, fire destroyed part of the house.

BOE "DON'TS"

- ▶ DO NOT offer a small deduction to "help out" the Appellant.
- DO NOT bring in your own comparables; you should consider only what is presented at the hearing.
- DO NOT expect your Assessor to provide a long narrative appraisal report.
- DO NOT try to review a case where the question is a matter of law, not value.
- ▶ DO NOT attempt to re-appraise the property unless the burden of proof has been met by the Appellant. Then make a determination of value based upon the information provided or you may also remand the appeal back to the Assessor.
- ▶ DISASTERS All assessments are made as of January 1 of the tax year. Post-assessment date property tragedies cannot be changed by the BOE. See AS 29.45.230 provided in the appendix.

BOE "DO'S"

- ▶ Do show both the Appellant and the assessment staff the courtesy of your attention, and discuss weight given to issues.
- ▶ Do make your decisions based upon ONLY the facts presented at the hearing.
- Do make a record by basing the motion on the facts presented and discussing all salient facts.
- ▶ Do remember that the Assessor's staff are professional appraisers who have been to schools on appraisal standards and techniques; the Appellant, typically, has not.

SUMMARY

► The BOE sits in review of the assessments prepared by the Assessor.

► The BOE does not make a new appraisal it makes adjustments to the appraisal prepared by the Assessor.

▶ The BOE should make a determination of value based upon issues presented at the hearing.

➤ Your determination should include all findings of fact that led to the decision by the BOE.



City of Valdez

Legislation Text

File #: 25-0133, Version: 1

ITEM TITLE:

Approval of Minutes of Special Meeting March 18, 2025 and Special Meeting March 20, 2025

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

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SUMMARY STATEMENT:

The minutes from Special Meetings held on March 18, 2025 and the Special Meeting held on March 20, 2025 are attached for approval.

City of Valdez

212 Chenega Ave. Valdez, AK 99686



Meeting Minutes - DRAFT

Tuesday, March 18, 2025 8:30 PM

Special Meeting - City Manager Resignation (Special Meeting will commence at 8:30 p.m. or after adjournment of Regular Meeting)

Council Chambers

City Council

SPECIAL MEETING - 8:30 pm

I. CALL TO ORDER

II. ROLL CALL

Present: 6 - Mayor Dennis Fleming

Mayor Pro Tem Austin Love Council Member Alan Sorum Council Member Sharon Scheidt Council Member Jimmy Devens Council Member Joseph Lally

Absent: 1 - Council Member Olivia Foster

Also Present: 4 - City Clerk Sheri Pierce

City Manager John Douglas

Deputy City Clerk Elise Sorum-Birk Assistant City Manager Bart Hinkle

III. NEW BUSINESS

1. Approval To Go Into Executive Session Re: City Manager Resignation

MOTION: Council Member Lally moved, seconded by Council Member Scheidt, to going into Executive Session regarding the City Manager resignation.

VOTE ON THE MOTION

Yays: 6 - Fleming, Love, Sorum, Scheidt, Devens and Lally

Absent: 1 - Foster MOTION CARRIED

Meeting went into Executive Session Meeting reconvened

2. Accepting City Manager Resignation

MOTION: Council Member Sorum moved, seconded by Mayor Pro Tem Love, to accepting the City Manager's resignation effective March 28, 2025.

VOTE ON THE MOTION

Yays: 6 - Fleming, Love, Sorum, Scheidt, Devens and Lally

Absent: 1 - Foster MOTION CARRIED

3. Appointing Acting City Manager

MOTION: Council Member Lally moved, seconded by Mayor Pro Tem Love, to appoint Bart Hinkle as Acting City Manager effective March 28th, 2025.

Mayor Fleming noted the contract for the Interim City Manager would appear on the

agenda for the special meeting scheduled for March 20th.

VOTE ON THE MOTION
Yays: 6 - Fleming, Love, Sorum, Scheidt, Devens and Lally
Absent: 1 - Foster
MOTION CARRIED

IV. ADJOURNMENT



212 Chenega Ave. Valdez, AK 99686



Meeting Minutes - DRAFT

Thursday, March 20, 2025 7:30 PM

Special Meeting - Interim City Manager Contract
(Special Meeting will commence at 7:30 p.m. or after adjournment of Work Session)
Council Chambers

City Council

SPECIAL MEETING - 7:30 PM

I. CALL TO ORDER

II. ROLL CALL

Present: 6 - Mayor Dennis Fleming

Council Member Alan Sorum Council Member Sharon Scheidt Council Member Jimmy Devens Council Member Olivia Foster Council Member Joseph Lally

Absent: 1 - Mayor Pro Tem Austin Love

Also Present: 5 - City Clerk Sheri Pierce

City Manager John Douglas

Deputy City Clerk Elise Sorum-Birk Assistant City Manager Bart Hinkle Assistant City Manager Nathan Duval

III. NEW BUSINESS

1. Approval of Interim City Manager Employment Agreement

MOTION: Council Member Scheidt moved, seconded by Council Member Devens, to approve the Interim City Manager Employment Agreement.

VOTE ON THE MOTION

Yays: 6 - Fleming, Sorum, Scheidt, Devens, Foster and Lally

Absent: 1 - Love MOTION CARRIED.

IV. ADJOURNMENT



Legislation Text

File #: 25-0126, Version: 1

ITEM TITLE:

Public Appearance: Allie Steed, SWAN

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Sound Wellness Alliance Network Executive Director Allie Steed will give Council an overview of the upcoming SWAN events.



Legislation Text

File #: 25-0127, Version: 1

ITEM TITLE:

Public Appearance: Allie Steed, Valdez Senior Center

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Valdez Senior Center Executive Director Allie Steed will give Council an update on Senior Center happenings thus far in 2025.



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0101, Version: 1

ITEM TITLE:

Approval of Senior Citizen Hardship Property Tax Exemption for Barbara Ezell

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve senior citizen hardship property tax exemption for Barbara Ezell.

SUMMARY STATEMENT:

The City Clerk's office received an application for the Senior Citizen Hardship Property Tax Exemption Program from Ms. Barbara Ezell.

In accordance with AS 29.45.030(e) and 3 AAC 135.040, a municipality may, in case of hardship, provide for an exemption <u>beyond</u> the mandatory Senior Citizen & Disabled Veteran Property Tax Exemption.

The **mandatory** exemption provides that the first \$150,000 of the assessed value of real property owned by a senior citizen (65 years of age or older), a qualifying widow/widower of a senior citizen, or a disabled veteran (with a disability rating of 50% and above) is exempt from property taxes.

Senior Citizen & Disabled Veteran **Hardship** Property Tax Exemption applications must also be submitted each year, but are required to be reviewed and approved by City Council. The hardship exemption only applies to those individuals who first qualify for the mandatory Senior Citizen/Disabled Veteran tax exemption.

Furthermore, to qualify for the hardship exemption, the amount of the applicant's tax bill must be greater than two percent of the applicant's annual gross household income. "Gross household income" means total annual compensation, earned and unearned, from all sources including social security and the permanent fund dividend, of all members of the household. The hardship exemption is granted only for that portion of the applicant's property taxes in excess of two percent of the gross household income.

File #: 25-0101, Version: 1

Ms. Ezell's application meets the criteria set forth in AS 29.45.030(e) and 3AAC 135.040 and all appropriate IRS documentation was submitted with her application. This information is on file in the City Clerk's Office and verifies her 2024 **annual gross household income is \$22,198**. **The hardship exemption granted equals \$4932.80**.

Please find attached Ms. Ezell's application with the calculation of allowable exemption completed by Finance staff.

| 3 AAC 135040 Calculation - may qualify if the amount of the applicant's tax bill is greater than two percent of the applicant's gross household income. | | | | |
|---|----|------------|--|--|
| Gross Household Income (all income | | | | |
| from all sources) | \$ | 22,198.00 | | |
| Ability to pay= Gross Household income | | | | |
| x 2% | \$ | 443.96 | | |
| | | | | |
| Total Assessed Value | \$ | 496,700.00 | | |
| Total Exemptions | \$ | 227,862.00 | | |
| Taxable Value= Assessed Value- | | | | |
| Exemptions | \$ | 268,838.00 | | |
| | | | | |
| Total tax due = Taxable Value x 20 mills | \$ | 5,376.76 | | |
| | | | | |
| Allowable hardship exemption = Tax due | | | | |
| - Ability to pay | \$ | 4,932.80 | | |
| | | | | |



Barbara as Emell

SENIOR CITIZEN/DISABLED VETERAN HOMEOWNERS

APPLICATION FOR HARDSHIP EXEMPTION

In accordance with AS 29.45.030 (e) and 3AAC135.040, a municipality may, in case of hardship, provide for exemption beyond the mandatory municipal assessor before July 1, or before a date provided by local ordinance, of the exemption years.



10/2+#7 22,198

state exemption. Application for this exemption must be submitted to the 1. Name of Municipality: Lity of Valdez 3. Name of Applicant: 2. Parcel Number or Legal Description of Property: 70400 Lot 012 BIK 012 4. Mailing Address: * Attach Appropriate IRS Documentation. Barbara Ezell 7. Gross Household Income: * Definition: Gross household income means total annual compensation, earned and unearned, from all sources of all members of the household for the calendar year prior to the year of this application. 8. Explanation of Hardship: I am a some citizen with no other income except social security kinefts. I hereby certify that the answers given on this application are true and correct to the best of my knowledge. I understand that a willful misstatement is punishable by a fine or imprisonment under AS 11.56.210.

| / | | | | | | |
|--|---|-----------------------|--------------------------------|--|--|--|
| Following is for | Local Assessor/ | Clerk Use Only | | | | |
| 10. Calculation of Hardship Exemption: | | | | | | |
| Assessed Value | \$39600 + Mandatory SA | Building 5 100 | s 496,100 (A) Total Exemptions | | | |
| Exemption: | s 150,000 | \$17.862 | \$ 227, 62(B) | | | |
| Taxable Value / | After Exemptions (Line | A minus Line B) = | s 268, 838 (c) | | | |
| | Ap | plicable Mill Rate = | \$ 0.0Z (D) | | | |
| 1 | Net Tax Due (Line C multiplied by Line D) = 3537676 (E) | | | | | |
| Gross Household | Income (from 7 above | e) multiplied by 2% = | . 1111201 mV | | | |
| Allowable Ha | ardship Exemption (Lli | ne E minus Line F) = | \$ 4932.80 _(G) | | | |
| (If Line G is zero, or less than zero, then no hardship exemption can be granted.) | | | | | | |
| 11. Application Verified By: | | | | | | |
| APPROVAL OR DENIAL OF O | GOVERNING BODY | FOR EXTREME HARI | OSHIP | | | |
| ApprovedPercent of Exemption | | ApprovedPercent of | Exemption | | | |
| Date of Public Meeting | Signature of Mu | inicipal Official | | | | |

FVD/SR Hardship Exemption Application

3-4-2025

4932. 80 - 20 mils = 246,640 Mordship Exemptions: \$ 150,000 + \$77,862 + \$246,640 = \$474,502 00



Legislation Text

File #: 25-0124, Version: 1

ITEM TITLE:

Proclamation: Child Abuse Awareness Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

Attached is the Proclamation for Child Abuse Awareness Month.



WHEREAS, Alaska's children deserve to grow up in safe and nurturing environments to ensure they reach their full potential; and

WHEREAS, Alaska has the distinction of having the third highest per-capita rate of child maltreatment in the nation. One child in Alaska is reported as a victim of child abuse or neglect every 33 minutes, and 40 percent of these alleged victims are children ages six and under. These facts speak volumes for the prevalence of child abuse and neglect in Alaska; and

WHEREAS, child abuse and neglect not only cause immediate harm to children but are also linked to a wide range of traumatic psychological, emotional, medical, and behavioral issues, which can lead to criminal behavior, substance abuse, depression, increased health problems, and suicide; and

WHEREAS, there is no issue of greater national importance than ensuring the health and safety of our children. Valdez is committed to building stronger families through programs designed to prevent child abuse and neglect. All citizens should be aware of the impact of child abuse and its prevention within the community and should support and protect children to ensure all children are safe from abuse and neglect; and

WHEREAS, Advocates for Victims of Violence encourages all citizens to find ways to cherish our children, strengthen our families, to work together to eliminate child abuse and neglect and to strive toward a shared dream in which every childhood is a happy one.

NOW, THEREFORE, I, Austin Love, Mayor Pro Tempore of the City of Valdez, Alaska, do hereby proclaim April 2025 as

Child Abuse Prevention Month

in Valdez and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

| | CITY OF VALDEZ, ALASKA |
|----------------------------------|--------------------------------|
| ATTEST: | Austin Love, Mayor Pro Tempore |
| Sheri L. Pierce, MMC, City Clerk | |



Legislation Text

File #: 25-0125, Version: 1

ITEM TITLE:

Proclamation: Sexual Assault Awareness Month

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

Attached is the Proclamation for Sexual Assault Awareness Month



PROCLAMATION

WHEREAS, sexual assault affects all genders, ages, racial, cultural and economic backgrounds; and

WHEREAS, this experience can be devastating for not only the survivor, but also for the family and friends of the survivor; and

WHEREAS, sexual violence against the citizens of Alaska continues to increase at an alarming rate—many times above the national average, Child sexual assault in Alaska is almost six times the national average and almost 75% of Alaskans have experienced or know someone who has experienced domestic violence or sexual assault; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, and to increase the support for agencies providing aid to all victims of sexual assault; and

WHEREAS, due to the prevalence of these crimes, we must work together to prevent sexual violence. Advocates for Victims of Violence has many programs which fight sexual assault by striving to increase public awareness of lifelong pain and suffering caused by these crimes. The dedicated staff of AVV provides victims the support and advocacy needed to help cope with their trauma; and

WHEREAS, changing societal views through awareness, education and legislation and by having law enforcement, court systems, support agencies and communities hold perpetrators accountable for their actions will help make a society where all women, children and men can live free from violence and exploitation.

NOW, THEREFORE, I, Austin Love, Mayor Pro Tempore of the City of Valdez, Alaska, do hereby proclaim the month of April 2025 as

SEXUAL ASSAULT AWARENESS MONTH

and urge all residents to learn more about the pervasiveness of sexual assault in Alaska and become involved in the fight against it, by supporting local activities and programs so that we as a collective group and community can help eliminate this heinous crime.

| | CITY OF VALDEZ, ALASKA |
|---------|----------------------------|
| ATTEST: | |
| | Austin Love, Mayor Pro Tem |

Sheri L. Pierce, MMC, City Clerk



Legislation Text

File #: 25-0134, Version: 1

ITEM TITLE:

Proclamation: Public Safety Telecommunicators Week 2025

SUBMITTED BY: Bart Hinkle, Interim City Manager

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Attached is a proclamation declaring the week of April 13th to April 19th as Public Safety Telecommunicators Week 2025



PROCLAMATION

Public Safety Telecommunicators Week, April 13-19, 2025

WHEREAS, emergencies that require police, fire or emergency medical services can occur at any time; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Valdez Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, Austin Love, Mayor Pro Tempore of the City of Valdez, do hereby proclaim the week of April 13 – 19, 2025 as

PUBLIC SAFETY TELECOMMUNICATORS WEEK

| Dated this 15 th day of April, 2025. | |
|---|--------------------------------|
| | CITY OF VALDEZ, ALASKA |
| | Austin Love, Mayor Pro Tempore |
| ATTEST: | |
| Sheri L. Pierce, MMC, City Clerk | |



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0135, Version: 1

ITEM TITLE:

Proclamation: Animal Care and Control Officer Appreciation Week 2025

SUBMITTED BY: Bart Hinkle, Interim City Manager

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

n/a

SUMMARY STATEMENT:

Attached is a proclamation declaring the week of April 13th to April 19th as Animal Care and Control Officer Appreciation Week 2025.



PROCLAMATION

Animal Care and Control Officer Appreciation Week, April 13-19, 2025

WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Care and Control Officer Appreciation Week; and

WHEREAS, the various Federal, State, and Local Government Officials throughout the Country take this time to recognize, thank, and commend all Animal Control Officers and Animal Control Staff for the dedicated service they provide to the citizens, various Public Safety, Public Service Agencies and Departments across the Country; and

WHEREAS, every day, Animal Control Officers put themselves in potentially dangerous situations to protect the health and welfare of all kinds of animals and the public; and

WHEREAS, the City of Valdez would like to express its sincere thanks and appreciation for the outstanding service the Valdez Animal Control Officers and staff provide on a daily basis to the Citizens of the City and surrounding communities; and

WHEREAS, the City of Valdez recognizes and commends Animal Control Officers and Animal Shelter Staff for the many dedicated and long hours in serving this community and for providing the highest and most efficient level of customer service; and

WHEREAS, the City of Valdez recognizes the Animal Control Officers who answer calls for assistance, capturing roaming and potentially dangerous animals, rescue animals in distress, investigate reports of animal cruelty and neglect, provide education for pet guardians about responsible pet care and mediate disputes between neighbors regarding conflicts involving animals.

NOW, THEREFORE, I, Austin Love, Mayor Pro Tempore of the City of Valdez, do hereby proclaim the week of April 13 – 19, 2025 as **Animal Care and Control Officer Appreciation Week** in the City of Valdez and encourage all citizens to join me in expressing their sincere appreciation for the service and dedication of our Animal Control Officers and Staff.

Dated this 15th day of April, 2025.

| | CITY OF VALDEZ, ALASKA |
|----------------------------------|--------------------------------|
| ATTEST: | Austin Love, Mayor Pro Tempore |
| Sheri L. Pierce, MMC, City Clerk | |



Legislation Text

File #: 25-0137, Version: 1

ITEM TITLE:

Approval of 1-year Extension and Modification of Contract with X-DLX Investments for Maintenance of Turf, Landscape and Pond Water

SUBMITTED BY: Ken Wilson, Parks and Recreation Director

FISCAL NOTES:

Expenditure Required: \$154,040

Unencumbered Balance: Click here to enter text.

Funding Source: 001-6500-43400

RECOMMENDATION:

Approve a 1-year extension and modification of lawn maintenance contract.

SUMMARY STATEMENT:

The original lawn maintenance contract with X-DLX approved on April 28, 2022 was for a term of three years, with an option to renew for two (2) 1-year renewals. This is the first request for renewal for a period of 1-year. All work under this contract extension shall be completed by September 30, 2025.

The yearly amount of the original contract has been reduced from \$174,190 to \$154,040 due to modifications of the scope of work as described in Appendix A.



City of Valdez Contract Amendment #1

THIS AMENDMENT between the CITY OF VALDEZ, ALASKA, ("City") and X-DLX Investments Corporation ("Contractor"), is to the following AGREEMENT dated the 28th day of April 2022:

Project: Maintenance of Turf, Landscape and Pond Water

Contract No.: 1912

Cost Code: 001-6500-43400

Contractor's project manager under this agreement is B. Neal Dees.

City's project manager is Cole Beck.

ARTICLE 1. Justification

The above referenced AGREEMENT requires modification due to the following requirements or conditions: The original contract shall be extended by an additional one (1) year term. This extension constitutes the first one (1) year renewal provided for in the original contract. All work is to be completed by September 30, 2025.

ARTICLE 2. Scope of Work - Period of Performance

Scope of work and/or Period of Performance to the above referenced AGREEMENT shall be modified as specified in the attached Appendix A, which is hereby incorporated by this reference.

ARTICLE 3. Compensation

Original amount of the AGREEMENT: \$174,190.00

Amount Changed by previously authorized Amendment: \$0

AGREEMENT Amount prior to this Amendment: \$174,190.00

Amount of this Amendment: minus \$20,150

New total AGREEMENT amount including this Amendment: \$154,040

ARTICLE 4. Extent of Agreement:

The above referenced AGREEMENT, including this and all previously authorized Amendments and appendices, represents the entire and integrated AGREEMENT between the City and the Contractor.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Contractor which does not otherwise exist without regard to this AGREEMENT.

All terms, conditions, and provisions of the above referenced AGREEMENT, to include all previously authorized Amendments, remain in full force and effect, except as specifically modified herein by this Amendment.

IN WITNESS WHEREOF, the parties to this presence have executed this AMENDMENT in two (2) counterparts, each of which shall be deemed an original, on the dates below.

| X-DLX INVESTMENTS CORPORATION | APPROVED: |
|--|---|
| B. NEIL DELTE | |
| Name of Company Rep Authorized to Sign | Dennis Fleming, Mayor Date: |
| TITLE: Cus | ATTEST: |
| DATE: 3/15/25 | Sheri L. Pierce, MMC, City Clerk Date: |
| FEDERAL 10#: 27 -1358575 | Libra Danielas Cita Managar |
| | John Douglas, City Manager Date: |
| Signature of Company Secretary or Attest | RECOMMENDED: |
| | Thomas |
| | Ken Wilson, PRCS Director |
| | APPROVED AS TO FORM: |
| | Brena, Bell & Walker, P.C. |
| | Jon S. Wakeland |

Appendix A

Project: Maintenance of Turf, Landscape and Pond Water

Contract 1912

Amendment to the Scope of Work

Group 1 Schedule B: Watering:

• The contractor will no longer be responsible for watering.

Group 1 Schedule C: Mowing and Trimming:

- The contractor must provide the City of Valdez with a bi-weekly mowing and trimming schedule before the start of each two-week period.
- The schedule will be submitted to the Parks Maintenance Supervisor at a bi-weekly meeting.
- Bi-weekly meetings will be organized by the Parks Maintenance Supervisor.
 Attendance at these meetings is mandatory; if the contractor is unable to attend, the contractor must inform the Parks Maintenance Supervisor and designate a replacement.
- Any deviations from the approved schedule must have prior approval from the Parks Maintenance Supervisor or PRCS Director.
- Parks Maintenance Supervisor or PRCS Director may modify the schedule at any time without prior notice to the contractor. The contractor will be notified of the change as soon as practical.
- In cases of inclement weather, the Parks Maintenance Supervisor or PRCS Director will instruct the contractor to pause mowing until conditions allow work to resume. The contractor will be contacted when to resume mowing.
- The contractor's invoice must align with the approved schedule to ensure payment.

Group 1 Schedule D: Fertilizing

• The contractor will no longer be responsible for fertilizing.



Legislation Text

File #: 25-0136, Version: 1

ITEM TITLE:

Proclamation Recognizing Valdez Dance Company

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: Click here to enter text. Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

Recognizing Valdez Dance Company for their achievements and engagement of our youth and families in the performing arts.



PROCLAMATION

Recognizing the Valdez Dance Company

WHEREAS, the Valdez Dance Company has been a pillar of artistic expression and community engagement in Valdez for the past eleven years, providing youth and adults with invaluable opportunities to develop their skills, confidence, and passion for dance; and

WHEREAS, the company has fostered a love for the performing arts, enriching the cultural landscape of Valdez through high-quality instruction, performances, and outreach programs; and

WHEREAS, through dedication, discipline, and teamwork, the dancers of the Valdez Dance Company have represented our city with grace and excellence, achieving remarkable success at the recent Starpower & 5678 Showtime competitions; and

WHEREAS, the instructors, staff, and families supporting the Valdez Dance Company have played an essential role in encouraging artistic growth, perseverance, and community spirit among the dancers; and

WHEREAS, the company offers a family environment where everyone who walks through the door can feel at home and see the care which goes into each child as they learn social & emotional skills such as respect, teamwork, confidence, responsibility, and work ethic; and

WHEREAS, The Valdez Dance Company's four competitive dance teams participated in the Starpower National Dance Competition and the 5678 Showtime! International Dance Competition; and

WHEREAS, these teams received numerous awards including twelve 1st place and four Judge's Choice Awards; and

WHEREAS, the Sapphires team won a Choreography Award for their dance 'Snow'; and

WHEREAS, the Acro team won the Regional Championship for their dance 'Ghost of the Sky'; and

WHEREAS, the teams received invitations to the World Dance Championship & National Dance Championship for their dances 'Snow', 'Ghost of the Sky', and 'Human'; and

WHEREAS, Mary Gilson was crowned Miss Teen Starpower with Averey Franklin as second runner up; and

WHEREAS, the Travel Team will be flying to New York in December to perform in Times Square and on stage at Broadway's New Amsterdam Theater, as well as participate in a workshop with the Radio City Rockettes; and

WHEREAS, the Travel Team has fundraised over \$25,000 to cover the full cost of the New York program for all 24 dancers traveling, while learning life skills including long term financial planning & goal setting, customer service, money handling, food safety, and community pride & responsibility; and

WHEREAS, the City of Valdez takes great pride in recognizing organizations which inspire and uplift our community through the arts and congratulates the Valdez Dance Company on a decade of outstanding contributions.

NOW, THEREFORE, I, Austin Love, Mayor Pro-Temp of the City of Valdez, do hereby congratulate the Valdez Dance Company on their accomplishments and encourage all residents to join in celebrating the achievements of this exceptional organization and recognize its positive impact on our community.

| | CITY OF VALDEZ, ALASKA | |
|----------------------------------|--------------------------------|--|
| | Austin Love, Mayor Pro Tempore | |
| ATTEST: | | |
| Sheri L. Pierce, MMC, City Clerk | | |



Legislation Text

File #: 25-0138, Version: 1

ITEM TITLE:

Approval To Go Into Executive Session Re City Manager Applications

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

Mayor Pro Tempore has requested an executive session to discuss city manager applications.



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0139, Version: 1

ITEM TITLE:

Approval to Sell Surplus 2003 Ford E450 on GovDeals.com

SUBMITTED BY: John Witte, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve the sale of the surplus 2003 Ford E450 vehicle on GovDeals.com, with a reserve price of \$17,000.50, as recommended by the City Manager.

SUMMARY STATEMENT:

The Fleet Manager has determined that the 2003 Ford E450 is no longer required for municipal operations and has designated the vehicle as surplus. An independent appraisal determined the fair market value of the vehicle to be \$29,999.00.

In accordance with VMC 4.06.020 - Approval of Sale and Disposal of Surplus City Property, items with a fair market value over \$10,000 require city council approval prior to disposal. The City Manager recommends setting an initial minimum acceptable bid (reserve price) at \$17,999.40 to encourage competitive bidding.

The sale will be conducted via public auction on GovDeals.com, an online government surplus auction platform that supports open and competitive bidding. To ensure the vehicle is sold in a timely manner, Council approval is also requested to authorize the Public Works Director to lower the reserve price, if necessary, after a reasonable period has passed without a successful bid.



A 2003 Ford E-450 emergency management vehicle, depending on its condition and mileage, could be valued anywhere from around \$10,950 to \$29,999, with an average price around \$16,690.



Here's a more detailed breakdown:

Price Range:

Autotrader.com lists 2003 Ford E-450 and Econoline 450 models for sale between \$8,995 and \$26,500.

Average Price:

The average price for a 2003 Ford E-450 and Econoline 450 is around \$16,690.

Factors Affecting Value:

- Mileage: Lower mileage generally leads to a higher value.
- Condition: The overall condition of the vehicle, including any damage or wear and tear, will significantly impact its value.
- Modifications: Any modifications or upgrades, such as emergency equipment or custom interiors, can affect the value.

Examples from Kelley Blue Book:

- A 2003 Ford E-450 with 98,633 miles was listed for \$20,995.
- Another 2003 Ford E-450 with 182,948 miles was listed for \$10,950.
- A 2003 Ford E-450 with 35,000 miles was listed for \$21,999.
- A 2003 Ford E-450 with 67,700 miles was listed for \$29,999.





212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0140, Version: 1

ITEM TITLE:

Approval of Contract Award with PTP Construction Services, LLC for the Senior Center Siding Repair project in the amount of \$145,775.00

SUBMITTED BY: Austin Rake, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$145,775.00 Unencumbered Balance: \$370,198.00 Funding Source: 350-0310-55000.2108

RECOMMENDATION:

Approve the Contract Award with PTP Construction Services, LLC for the Senior Center Siding Repair project in the amount of \$145,775.00

SUMMARY STATEMENT:

Project Description: Base Bid: Repair/replacement of damaged siding located on Valdez Senior Center. Includes cleaning, removal, reinstallation, as well as partial replacement of siding and associated trims. The bottom courses of siding will be replaced with new siding and the remainder will be repaired and reinstalled. Alternates 1 and 2 below will be awarded, and Alternate 3 will be removed from the scope of work.

Alternate 1: Refinishing exposed metal railings, hollow metal door frames & doors, preparing, priming, and painting wood window frames.

Alternate 2: Remove, repair, replace damaged soffit panels at entry canopy above drive through/walkway.

Schedule: All work shall be completed in accordance with the Contract Documents by August 31st, 2025.

Bidding: Four bids were received in total from the following: Barnett Building LLC, Build Alaska General Contracting LLC, PTP Construction Services LLC and Wolverine Summit JV.

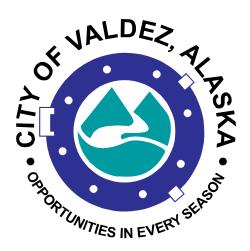
Engineers Estimate: Under \$400,000.00

| THE RESIDENCE OF THE PARTY OF T | | PTP Con | struction | Barnett Bu | illding LLC | Build Alask | ca General | Wolverine | Summit JV |
|--|-----------------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Item | Quantity | Price | Extension | Price | Extension | Price | Extension | Price | Extension |
| Bid Schedule Page 1 of 2 Base Bid 1 - Mobilization and demobilization - LS | 1.0000 | \$15,000.00 | \$15,000.00 | \$10,000.00 | \$10,000.00 | \$12,800.00 | \$12,800.00 | \$20,000.00 | \$20,000.00 |
| 2 - All Labor and Materials required per construction documents and specifications to complete Base Bid work - LS | 1.0000 | \$65,550.00 | \$65,550.00 | \$186,362.00 | \$186,362.00 | \$235,800.00 | \$235,800.00 | \$280,000.00 | \$280,000.00 |
| 3 - Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist - LS | 1.0000 | \$10,000.00 | \$10,000.00 | \$2,500.00 | \$2,500.00 | \$23,600.00 | \$23,600.00 | \$5,000.00 | \$5,000.00 |
| 4 - Owner's Contingency - LS | 1.0000 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 |
| Bid Schedule Page 1 of 2 AA1 AA#1-1 - Refinishing Rails, Doors, Frames - All Labor and Materials required to complete Alt. 1 work, per the construction drawings and specifications LS | 1.0000 | \$14,975.00 | \$14,975.00 | \$18,710.00 | \$18,710.00 | \$18,800.00 | \$18,800.00 | \$49,700.00 | \$49,700.00 |
| Bid Schedule Page 1 of 2 AA2 AA#2-2 - Soffit Repair - All Labor and Materials required to complete Alt. 2 work, per the construction drawings and specifications LS | 1.0000 | \$5,250.00 | \$5,250.00 | \$18,592.00 | \$18,592.00 | \$7,800.00 | \$7,800.00 | \$4,300.00 | \$4,300.00 |
| Bid Schedule Page 1 of 2 AA3 | | | | | | | | | |
| AA#3-3 - Bollards - All Labor and Materials required to complete Alt. 3 work, per the construction drawings and specifications LS | 1.0000 | \$3,600.00 | \$3,600.00 | \$20,770.00 | \$20,770.00 | \$14,550.00 | \$14,550.00 | \$14,700.00 | \$14,700.00 |
| 7 Items | Totals | | \$149,375.00 | | \$291,934.00 | | \$348,350.00 | | \$408,700.00 |
| | Alternate Items Total | | \$23,825.00 | | \$58,072.00 | | \$41,150.00 | | \$68,700.00 |
| | Agency Estimate | | \$35,000.00 | | \$35,000.00 | | \$35,000.00 | | \$35,000.00 |

CITY OF VALDEZ ALASKA

CONTRACT DOCUMENTS

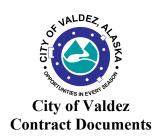
Project: Senior Center Siding Repair Project Number: 23-350-2108 Contract Number: 2257 Cost Code: 350-0310-55000.2108 Issued for Construction Date: TBD



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

Project Manager: Austin Rake

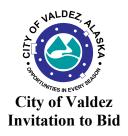
Construction Plan Set Completed By:
Wolf Architecture, Inc.
625 South Cobb Street, Ste. 200
Palmer, AK 99645



Project: Senior Center Siding Repair Project Number: 23-350-2108 / Contract Number: 2257

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| Specifications Titled "Valdez Senior Center Siding Repairs" | Attached |



Date: 2/24/25

Project: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

This project includes, but is not necessarily limited to:

Base Bid: Repair/replacement of damaged siding located on Valdez Senior Center. Includes cleaning, removal, reinstallation, as well as partial replacement of siding and associated trims. All work included in the construction documents not noted as an Alternate are to be completed as Base Bid.

- 1. Cleaning of siding, including stained, mildewed areas.
- 2. Removal and salvage of damaged sections of siding and trims.
- 3. Reinstallation of composite siding and trims including new expansion joints.
- 4. Installation of metal siding and trims.
- 5. Installation of cementitious panels, weather barrier, and trims.

Alternate 1: Refinishing exposed metal railings, hollow metal door frames & doors, preparing, priming, and painting wood window frames.

Alternate 2: Remove, repair, replace damaged soffit panels at entry canopy above drive through/walkway.

Alternate 3: Provide, install, and paint 7 concrete filled galvanized steel bollards.

Engineers Estimate (all-inclusive of Base Bid and Alternates 1,2, and 3 work) is <u>under</u> \$400,000.00.

<u>Sealed bids will be accepted electronically until 2:00 pm local time on March 25th, 2025</u>, at <u>www.bidexpress.com</u>. The bids will be publicly opened at that time.

A <u>non-mandatory pre-bid conference</u> will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on <u>March 11th</u>, 2025 at 2:00 pm.

Deadline for all questions regarding this bid will be 2:00 pm on March 18th, 2025.

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.

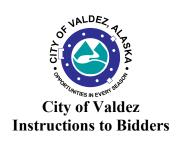
The City reserves the right to waive any irregularities or informalities in a bid and to reject any and all bids without cause.

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

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.

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



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 of 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 through Bid Express at www.bidexpress.com. 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 \$40 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 on Bid Express.

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.



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 Bond or Certified Check)

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

15. Local Bidder Preference

The Valdez City Code provides for a local bidder preference as follows:

Section 2.80.020 Definitions

"Local bidder" means a bidder that is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city and satisfies one of the requirements set forth in subsections (1) through (3) of this definition for a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the local bidder preference:

- 1. If the bidder is a corporation or limited liability company, the bidder's primary business address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license or the records of the State of Alaska Department of Commerce, Community and Economic Development, Division of Corporations;
- 2. If the bidder is an individual, the bidder's primary business or residential address has a city of Valdez postal zip code, as reflected on the bidder's state of Alaska business license:
- 3. If the bidder is a general partnership, a limited partnership, or a joint venture, at least one of the general partners has a postal zip code compliant with subsection (1) or (2) of this definition.

Section 2.80.065H Competitive Bidding

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



16. Award of Bid

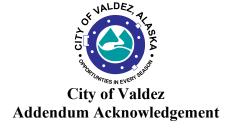
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held March 11th, 2025, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska. Please contact the City's project manager, Austin Rake, by e-mail at (<u>ARake@valdezak.gov</u>) if you would like be e-mailed a Microsoft Teams meeting link to access this pre-bid meeting remotely.

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.



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 |
| | | |
| Company Name | | Authorizing Name |
| Date | | Title |
| | | Signature |

Addendum Acknowledgment

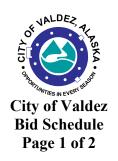
The bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid. If an addendum is issued after you have submitted your bid, you will need to come back to this form and update your Addendum Acknowledgment to reflect the new addendum.

| Addendum Acknowledgment | |
|-------------------------------|--------------------|
| Addendum 1 issued 3/17/25 | Initials * |
| | SN |
| | |
| Company Name * | Authorizing Name * |
| PTP Construction Services LLC | Shea Niebur |
| | |
| Date * | Title * |
| 3/25/2025 | Managing Partner |
| | |
| | Signature * |

Shea Niebur



| (to be executed prior to award) | |
|---|---|
| UNITED STATES OF AMERICA) | |
|)SS. STATE OF ALASKA) | |
| I, SHANKBUR, of PYPC | ONSTRUCTION SERVES being duly |
| I, or the firm, association, or corporation of which I awarded, by the City of Valdez, Alaska, for the cons designated as: | am a member, a bidder on the Contract to be truction of that certain construction project |
| Project: Senior Center Project Number: 23-350-2108 / | |
| Located at Valdez, in the State of Alaska, have not, agreement, participated in any collusion, or otherwis competitive bidding in connection with such Contract | e taken any action in restraint of free |
| Signature / | |
| Subscribed and sworn to this <u>25</u> day of <u>Mo</u> | arch , 20 25. |
| Manual Mulette | ALEAH L. MITCHELL |
| rotary 1 done | Notary Public State of Alaska |
| My Commission Expires: May 1, 2027 | My Commission Expires May 1, 2027 |



| Item No. | <u>Item Description</u> | Quantity | <u>Unit</u> | <u>Unit</u> <u>Price</u> | Total Item Price |
|----------------------------|---|--------------|-------------|-----------------------------|------------------|
| 1 | Mobilization and demobilization | All Req'd | LS | N/A | |
| 2 | All Labor and Materials required per construction documents and specifications to complete Base Bid work | All Req'd | LS | N/A | |
| 3 | Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist | All Req'd | LS | N/A | |
| 4 | Owner's Contingency | 1 | LS | \$35,000 | \$35,000 |
| PLEASE NOTE | Line Items Below are for Additive Alternate pricin Pricing for these Alternates is Required for B Additive Alternates May or May NOT be Awa | ids to be Ac | | beyond the | Base Bid Above. |
| ADDITIVE ALTERNATE 1 | Refinishing Rails, Doors, Frames - All Labor and Materials required to complete Alt. 1 work, per the construction drawings and specifications. | All Req'd | LS | N/A | |
| ADDITIVE ALTERNATE 2 | Soffit Repair - All Labor and Materials required to complete Alt. 2 work, per the construction drawings and specifications. | All Req'd | LS | N/A | |
| ADDITIVE ALTERNATE 3 | Bollards - All Labor and Materials required to complete Alt. 3 work, per the construction drawings and specifications. | All Req'd | LS | N/A | |

plans,



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

Project: Senior Center Siding Repair Project Number: 23-350-2108 / Contract Number: 2257

Total Base Bid Amount:

One Hundred Twenty Five Thousand and Five Hundred and Fifty Dollars Zero Cents

| set forth in this bid schedule, 2025 |
|--------------------------------------|
| |
| ••• |
| · · · N |
| rizing Name |
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| ure |
| Address |
| ORATE SEAL |
| ST: |
| • |

Print Name

Bid Schedule Page 1 of 2 Base Bid

\$125,550.00

| Item No. | Item Description | Quantity | Unit | Unit Price | Extension |
|----------|---|----------|------|-------------|-------------|
| 1 | Mobilization and demobilization | 1.0000 | LS | \$15,000.00 | \$15,000.00 |
| 2 | All Labor and Materials required per construction documents and specifications to complete Base Bid work | 1.0000 | LS | \$65,550.00 | \$65,550.00 |
| 3 | Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist | 1.0000 | LS | \$10,000.00 | \$10,000.00 |
| 4 | Owner's Contingency | 1.0000 | LS | \$35,000.00 | \$35,000.00 |

Total: \$125,550.00

Bid Schedule Page 1 of 2 AA1

\$14,975.00

| Item | Code Description | Quantity | Units | Unit Price | Extension |
|--------|--|----------|-------|-----------------|---------------|
| • | Alternate: Owner-agency may award independently from entire bid. | | | | |
| AA#1-1 | Refinishing Rails, Doors, Frames - All Labor and Materials required to complete Alt. 1 work, per the construction drawings and specifications. | 1.0000 | LS | \$14,975.00 | \$14,975.00 |
| | | | | Alternate Total | : \$14,975.00 |

Total: \$14,975.00

Bid Schedule Page 1 of 2 AA2

\$5,250.00

| Item | Code Description | Quantity | Units | Unit Price | Extension |
|-------------|--|----------|-------|------------------------------|------------------------------|
| • | Alternate: Owner-agency may award independently from entire bid. | | | | |
| AA#2-2 — | Soffit Repair - All Labor and Materials required to complete Alt. 2 work, per the construction drawings and specifications | 1.0000 | LS | \$5,250.00 Alternate Tota | \$5,250.00 al: \$5,250.00 |

Total: \$5,250.00

Bid Schedule Page 1 of 2 AA3

\$3,600.00

| Item (| Code | Description | Quantity | Units | Unit Price | Extension |
|--------|---------|--|----------|-------|------------------------------|------------------------------|
| 6 | Alterna | te: Owner-agency may award independently from entire bid. | | | | |
| AA#3-3 | | Bollards - All Labor and Materials required to complete Alt. 3 work, per the construction drawings and specifications. | 1.0000 | LS | \$3,600.00 Alternate Tota | \$3,600.00 al: \$3,600.00 |

Total: \$3,600.00

Bid Schedule Page 2 of 2 - ORIGINAL WILL NEED TO BE SUBMITTED BY SUCCESSFUL BIDDER

I (authorized name below), herinafter called Bidder, an individual doing business as (company name below), (strike out inapplicable words in original document:) 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.

Company Name *

PTP Construction Services LLC

Address *

300 E. Fireweed Lane

City, State, Zip Code *

Anchorage, AK 99503

Telephone Number *

(907) 317-7482

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

93-2226240

Authorizing Name *

Shea Niebur

Date *

3/25/2025

Title *

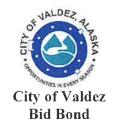
Managing Partner

Signature (typed) *

Shea Niebur

Legal Releases Support Knowledge Center

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KNOW ALL MEN BY THERE PRESENTS, that we PTP Construction Services LLC

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

as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company

(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 Five Percent of Bid Amount

Dollars (\$5% of Bid Amount)

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 severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Project: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

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 25th day or March .2025 PTP Construction Services LLC

(Principal) (Seal)

Managing Partner

Pilladelphia Indemnity Insurance Company

(Witness) (Surety) (Seal)

Kristin Jackson-Attorney in Fact

(Title)

1927

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>Kristin Jackson</u>, <u>Jennifer Lutz</u>, <u>and Joshua Wright of Bell-Anderson Agency</u>, <u>Inc.</u>, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

Vanessa mckensie

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394 Member, Pennsylvania Association of Notaries Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of March , 2025



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

License #: 213789 Effective: 3/14/2025 Expires: 09/30/2026

State of Alaska

Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: PTP Construction Services, LLC

License Type: General Contractor With Residential Contractor Endorsement

Status: Active

Doing Business As: PTP Construction Services, LLC

Note: Upgraded 3/14/25.

Commissioner: Julie Sande

Relationships

Residential Endorsement Assignee

Relation Type License # License Type

Owners/Entities Name/DBA

RESR2536 Residential Contractor Endorsement ROY BEKKALA

Designations

No designations found.

Wallet Card

State of Alaska

Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors

PTP Construction Services, LLC

DBA: PTP Construction Services, LLC

As

General Contractor With Residential Contractor Endorsement

License Effective Expires 213789 3/14/2025 09/30/2026

PTP Construction Services, LLC 300 E. FIREWEED LANE ANCHORAGE, AK 99503

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that

PTP Construction Services, LLC

300 E. Fireweed Lane, Anchorage, AK 99503

owned by

PTP Construction Services, LLC

is licensed by the department to conduct business for the period

December 23, 2024 to December 31, 2026 for the following line(s) of business:

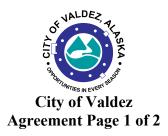
23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Sande Commissioner



| This agreement is made on the | _day of_ | , 2025, by and between the City of Valdez |
|---------------------------------------|----------|---|
| Alaska, hereinafter called the Owner | ; acting | through its Mayor, and PTP Construction Services, |
| LLC doing business, limited liability | compar | ny) located in Anchorage, Alaska hereinafter called |
| the Contractor. | | |
| | | |

The Contractor agrees to this Contract known as:

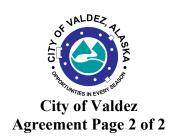
Project: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

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: One Hundred Twenty Five Thousand and Five Hundred and Fifty Dollars Zero Cents \$125,550. This amount includes a \$35,000 Owner's Contingency that is used at the owners discretion and is not required to be paid out to the contractor.

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 <u>August 31st</u>, 2025. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

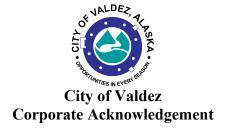
The Contractor further agrees to pay, as liquidated damages, the sum of (One Thousand Dollars) (\$1000.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

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 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.

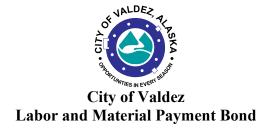


IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

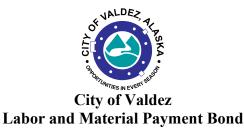
| PTP Construction Services, LLC | City of Valdez, Alaska, Authorized |
|--------------------------------|--|
| Signature | Dennis Fleming, Mayor |
| Name | Date - |
| Title | Attested: |
| Date | Sheri L. Pierce, MMC, City Clerk |
| | Date |
| Mailing Address | Recommended: |
| City, State, Zip Code | Bart Hinkle, Acting City Manager |
| Federal I.D. or S.S.N. | Date |
| | Nathan Duval, Capital Facilities Director |
| Corporate Secretary | Date |
| | Approved as to Form: Brena, Bell & Walker, P.C. |
| Attest: | |
| Corporate Secretary | Jon S. Wakeland |
| | Date |



| (To be filled in when Contract is ex- | ecuted in behalf of Corporation) |
|---|--|
| UNITED STATES OF AMERICA |))SS. |
| STATE OF ALASKA |) |
| The foregoing instrument was acknowledged | owledged before me this day of, 20 |
| | |
| (Name of Officer) | (Title of Officer) |
| (Name of Officer) | (Title of Officer) |
| (Name of Company) | |
| (Name of Corporation) | |
| | poration, on behalf of said Corporation. |
| (State of Incorporation) | |
| | |
| | |
| Notary Public | |
| | |
| M.C F | |
| My Commission Expires: | |



| Inow all men by these presents that: |
|---|
| (Insert full name and address or legal title of Contracto |
| s Principal, hereinafter called Principal, and, |
| (Here insert full name and address or legal title of Suret |
| s Surety, hereinafter called Surety, are held and firmly bound unto |
| City of Valdez P.O. Box 307 Valdez, Alaska 99686 |
| s Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of |
| Dollars (\$ |
| or the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors an ssigns, jointly and severally, firmly by these presents. |
| VHEREAS, |
| rincipal has by written agreement dated, 20, entered into a contract with Owner for |
| Project: Senior Center Siding Repair Project Number: 23-350-2108 / Contract Number: *2257 |
| accordance with Drawings and Specifications prepared by |
| Wolf Architecture, Inc. 625 South Cobb Street, Ste. 200 Palmer, AK 99645 |
| hich contract is by reference made a part hereof, and is hereinafter referred to as the Contract. |



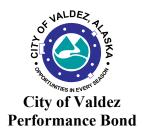
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain 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, 202 | 2 |
|------------------------|---------------|--------|
| (Witness) | (Principal) | (Seal) |
| | (Title) | |
| (Witness) | (Surety) | (Seal) |
| | | |

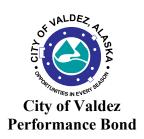
(Title)



KNOW ALL MEN BY THESE PRESENTS: that

| KNOW ALL MEN DI THESE I RESENTS. 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, executo 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: Senior Center Siding Repair Project Number: 23-350-2108 / Contract Number: 2257 |
| in accordance with Drawings and Specifications prepared by |
| Wolf Architecture, Inc. 625 South Cobb Street, Ste. 200 Palmer, AK 99645 |

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



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.

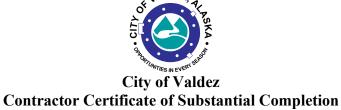
The Surety hereby waives notice of any alteration or extension of time made by the Owner.

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 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.

(Title)



| C | ONTRACTOR: | | | | | |
|---------|--|--|--|--|--|--|
| Th | nis is to certify that I, | , am a duly authorized official of the | | | | |
| sai | id CONTRACTOR working in the capacity of_ | , and in my | | | | |
| of | ficial capacity representing said CONTRACTO | R 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 EngineerArchitect 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 specifies area of the Project at | | | | | |
| C | ONTRACTOR | CITY OF VALDEZ, OWNER | | | | |
| (S | ignature) | Capital Facilities Director | | | | |
| (T | itle) | Date | | | | |
| _ Da | ate | | | | | |
| RI | EMARKS: | | | | | |
| | | | | | | |



City of Valdez Contract Release Page 1 of 2

Project: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

| 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: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

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: Senior Center Siding Repair Project Number: 23-350-2108 / Contract Number: 2257

| IN WITNESS WHEREOF, I have hereum, 20 . | to set my hand and seal thisday of |
|--|--|
| | |
| | COMPANY |
| | SIGNATURE |
| | TITLE |
| STATE OF ALASKA))ss. | |
| THIRD JUDICIAL DISTRICT) | |
| THIS IS TO CERTIFY that on this day of in and for the State of Alaska, personally appeared _ | , 20, before me, Notary Publ |
| its and acknowledge and belief, and that he signed the same from purposes therein mentioned, and that he was duly au according to the Bylaws or by Resolutions of said contains a said c | nowledged to me that he has read this be true and correct to the best of his reely and voluntarily for the uses and thorized to execute the foregoing document |
| WITNESS my hand and notarial seal this | , day of, 20 |
| | ary Public in and for Alaska Commission expires: |

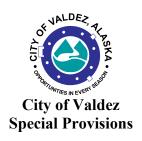
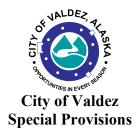


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SP 01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, 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:

Base Bid: Repair/replacement of damaged siding located on Valdez Senior Center. Includes cleaning, removal, reinstallation, as well as partial replacement of siding and associated trims. All work included in the construction documents not noted as an Alternate are to be completed as Base Bid.

- 1. Cleaning of siding, including stained, mildewed areas.
- 2. Removal and salvage of damaged sections of siding and trims.
- 3. Reinstallation of composite siding and trims including new expansion joints.
- 4. Installation of metal siding and trims.
- 5. Installation of cementitious panels, weather barrier, and trims.

Alternate Bid(s)

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

Alternate 1: Refinishing exposed metal railings, hollow metal door frames & doors, preparing, priming, and painting wood window frames.

Alternate 2: Remove, repair, replace damaged soffit panels at entry canopy above drive through/walkway.

Alternate 3: Provide, install, and paint 7 concrete filled galvanized steel bollards.



SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by August 31st, 2025.

Liquidated damages will be assessed in the sum of One Thousand Dollars (\$1000.00) 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.

The Contractor must coordinate with the City Project Manager an approved location for the construction dumpster prior to being placed on-site.

Local building permit fees are waived. The Contractor will be responsible for obtaining any required local building permits before the NTP is issued. The Contractor will need to call the City Planning Department at 907-834-3401. The Contractor is responsible for coordinating and obtaining all required inspections with the City Building Inspector for the duration of the project.

Contractor Staging area will be provided at a pre-approved location next to the Senior Center parking lot.

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

Workers will need to be professional and courteous while on the job site. Loud, obnoxious behavior and cursing within earshot of the public and staff will not be tolerated.

Smokers must follow the Senior Center's protocol for any smoking outside of their facility.

The Contractor is responsible for setting up detours or barricades if their work is in a public area and will interfere with normal traffic flow.



Contractor is required to furnish and maintain a portable restroom facility on-site for the use of construction workers for the duration of the project. The location of the temporary portable restroom facility must be pre-approved by the City's Project Manager and the Senior Center Manager, prior to on-site installation.

Construction work hours allowable for this project at the Senior Center will be Monday-Saturday from 8:00 am-5:00 pm, due to noise affecting the residents.

The Contractor is responsible for providing all equipment necessary to complete all project work.

The Contractor is responsible for making sure all emergency egress exits are always safely accessible during construction operations.

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. 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.

SP 10 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 11 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 or can be downloaded from the City's website at https://www.valdezak.gov/228/Capital-Projects-Engineering. 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 12 Warranty

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

SP 13 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 14 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Valdez Senior Center Siding Repair". These drawings are by reference included herein.



SP 15 Owner's Contingency

Owner's Contingency funds will be used at the sole discretion of the City of Valdez. The Contractor must obtain pre-approval in writing from the Owner authorizing the use of these Owner's Contingency funds. At the sole discretion and pre-approval of the Owner, these contingency funds are to be used for unforeseen conditions, modifications and or additions to the original scope of work not outlined within these construction contract documents, drawings and specifications. Any unused Owner's Contingency funds shall be returned to the Owner at the end of the Project.

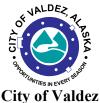


City of Valdez Modifications and Additions to the Standard Specifications

Project: Senior Center Siding Repair Project Number: 23-350-2108 / Contract Number: 2257

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Modifications and Additions to the Standard Specifications

Project: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

Division 10 Standard General Provisions

Article 7.5 Progress Payments

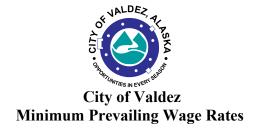
Add the following:

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.



Project: Senior Center Siding Repair
Project Number: 23-350-2108 / Contract Number: 2257

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.

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





Anchorage

Alaska Department of Labor and Workforce Development Wage and Hour Administration 1251 Muldoon Road, Suite 113 Anchorage, AK 99504

Phone: (907) 269-4900 Fax: (907) 269-4915

Email: statewide.wagehour@alaska.gov

Fairbanks

Alaska Department of Labor and Workforce Development Wage and Hour Administration 675 Seventh Avenue, Station J-1 Fairbanks, AK 99701

Phone: (907) 451-2886 Fax: (907) 451-2885

Email: statewide.wagehour@alaska.gov

Juneau

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

Phone: (907) 465-4842 Fax: (907) 465-3584 Email: statewide.wagehour@alaska.gov

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

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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.

Sec. 36.05.005 Sec. 36.05.040

ALASKA STATUTES TITLE 36. PUBLIC CONTRACTS

CHAPTER 05. WAGES AND HOURS OF LABOR.

Section:

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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 Sec. 36.05.080

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

Sec. 36.05.080 Sec. 36.10.005

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
- 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;

Sec. 36.10.005 Sec. 36.10.060

- (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 Sec. 36.10.125

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

Sec. 36.10.125 Sec. 36.10.180

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,

Sec. 36.10.180 Sec. 36.15.020

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:

- 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)

Sec. 36.25.010 Sec. 36.25.025

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)

Sec. 36.95.010 Sec. 36.95.010

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)

8 AAC 30.010 8 AAC 30.020

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)
- 2. Wage Scale (8 AAC 30.050)
- 3. Employment Preference (8 AAC 30.060 – 8 AAC 30.088)
- 4. Investigations and Hearings (8 AAC 30.090 8 AAC 30.110)
- Debarment (8 AAC 30.200 – 8 AAC 30.240)
- General Provisions
 (8 AAC 30.900 8 AAC 30.920)

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 8 AAC 30.030

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 8 AAC 30.051

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 8 AAC 30.060

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 8 AAC 30.069

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

8 AAC 30.069 8 AAC 30.081

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

8 AAC 30.081 8 AAC 30.082

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 8 AAC 30.090

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

43 30.10.120 A3 30.03.030

8 AAC 30.100 8 AAC 30.200

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 public contracts as provided performing 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

8 AAC 30.200 8 AAC 30.210

- (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.

8 AAC 30.210 8 AAC 30.900

(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;

8 AAC 30.910 8 AAC 30.910

- (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-

8 AAC 30.910 8 AAC 30.910

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 8 AAC 30.920

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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Department of Labor and Workforce Development

Office of the Commissioner

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

September 1, 2024

TO ALL CONTRACTING AGENCIES:

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

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

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

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

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

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

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

Sincerely,

Catherine Muñoz Commissioner

To the wine Muinz

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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

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

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

- (b) A contractor is not required to provide board and lodging:
 - (1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or
 - (2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.
- (c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:
 - (1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or
 - (2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.
- **8** AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:
 - (1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet Laborers and Mechanics Minimum Rates of Pay;
 - (2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*; and

- (3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.
- (b) A contractor may not pay per diem instead of board and lodging on a highway project located
 - (1) west of Livengood on the Elliot Highway, AK-2;
 - (2) on the Dalton Highway, AK-11;
 - (3) north of milepost 20 on the Taylor Highway, AK-5;
 - (4) east of Chicken on the Top of the World Highway; or
 - (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

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

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

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

In this chapter and in AS 36

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

ADDITIONAL INFORMATION

PER DIEM

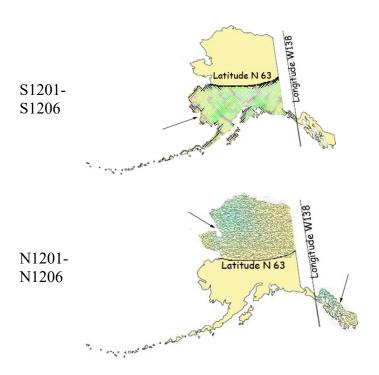
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

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

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| | | Phone: (907) 451-2886 |
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| statewide.wagehour@alaska.gov | statewide.wagehour@alaska.gov | 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

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

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

<u>Company Name</u> <u>Debarment Expires</u>

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

| Class Code | Classification of Laborers & Mechanics | BHR I | H&W | PEN | TRN | Other I | Benefits | THR |
|----------------|---|-------|------|-------|------|---------------------|-----------------|-------|
| Boilern | | | | | | | | |
| * | See per diem note on last page | | | | | | | |
| <u>A0101</u> | Boilermaker (journeyman) | 51.08 | 8.57 | 18.72 | 2.50 | VAC 4.25 | SAF 0.34 | 85.46 |
| Brickla | yers & Blocklayers | | | | | | | |
| * | See per diem note on last page | | | | | | | |
| A0201 | Blocklayer | 52.77 | | 8.71 | 0.65 | L&M 0.20 | ANU 2.45 | 64.78 |
| | Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter | | | | | | | |
| A0202 | Tuck Pointer Caulker | 52.77 | | 8.71 | 0.65 | L&M 0.20 | ANU 2.45 | 64.78 |
| A0203 | Cleaner (PCC) Marble & Tile Finisher | 40.91 | | 8.83 | 0.53 | L&M 0.20 | ANU 2.45 | 52.92 |
| A0204 | Terrazzo Finisher Torginal Applicator | 40.91 | | 8.83 | 0.53 | L&M 0.20 | ANU 2.45 | 52.92 |
| Carner | nters, Region I (North of 63 latitude) | | | | | | | |
| _ | See per diem note on last page | | | | | | | |
| | Carpenter (journeyman) | 48.54 | 8.75 | 15.82 | 1.75 | L&M 0.10 | SAF | 74.96 |
| | Lather/Drywall/Acoustical | | | | | | | |
| _ | nters, Region II (South of N63 latitude) See per diem note on last page | | | | | | | |
| <u>80301</u> | Carpenter (journeyman) | 48.54 | 8.75 | 16.36 | 1.75 | L&M 0.10 | SAF | 75.50 |
| | Lather/Drywall/Acoustical | | | | | | | |
| | t Masons See per diem note on last page | | | | | | | |

| Class Code | Classification of Laborers & Mechanics | BHR H&W PEN TRN | Other Benefits THR |
|---------------|--|-----------------------|--------------------|
| Cemer | it Masons | | |
| * | See per diem note on last page | | |
| | | | L&M |
| A0401 | Group I, including: | 46.93 8.80 11.80 1.53 | 0.10 69.16 |
| | Application of Sealing Compound | | |
| | Application of Underlayment | | |
| | Building, General | | |
| | Cement Finisher | | |
| | Cement Mason (journeyman) | | |
| | Concrete | | |
| | Concrete Paving | | |
| | Concrete Polishing | | |
| | Concrete Repair | | |
| | Curb & Gutter, Sidewalk | | |
| | Curing of All Concrete | | |
| | General Concrete Pour Tender | | |
| | Grouting & Caulking of Tilt-Up Panels | | |
| | Grouting of All Plates | | |
| | Patching Concrete | | |
| | Screed Pin Setter | | |
| | Screeder or Rodder | | |
| | Spackling/Skim Coating | | L&M |
| A0402 | Group II, including: | 46.93 8.80 11.80 1.53 | |
| | Form Setter | | |
| | | | L&M |
| A0403 | Group III, including: | 46.93 8.80 11.80 1.53 | 0.10 69.16 |
| | Concrete Saw Cutter Operator (All Control Joints and Self-powered) | | |
| | Curb & Gutter Machine | | |
| | Floor Grinder | | |
| | Pneumatic Power Tools | | |
| | Power Chipping & Bushing | | |
| | Sand Blasting Architectural Finish | | |
| | Screed & Rodding Machine Operator | | |
| | Troweling Machine Operator (all concrete surfaces) | | |
| | - , , , , , , , , , , , , , , , , , , , | | L&M |
| A0404 | Group IV, including: | 46.93 8.80 11.80 1.53 | 0.10 69.16 |
| | Acoustical or Imitation Acoustical Finish | | |
| | Application of All Composition Mastic | | |
| | Application of All Epoxy Material | | |
| | | | |

Application of All Plastic Material

Finish Colored Concrete

Gunite Nozzleman

Hand Powered Grinder

| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other Benefits | THR |
|---------------|---|-------|------|-------|------|---------------------|-------|
| Cemer | nt Masons | | | | | | |
| * | See per diem note on last page | | | | | | |
| A0404 | Group IV, including: | 46.93 | 8.80 | 11.80 | 1.53 | L&M 0.10 | 69.16 |
| | Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile | | | | | | |
| | Tunnel Worker | | | | | | |
| | | 46.00 | 0.00 | 11.00 | 1.50 | L&M | 60.16 |
| A0405 | Group V, including: Casting and finishing | 46.93 | 8.80 | 11.80 | 1.53 | 0.10 | 69.16 |

EIFS Systems

Finishing of all interior and exterior plastering

Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)

Gypsum, Portland Cement

Kindred material and products

*See per diem note on last page

Operation and control of all types of plastering machines, including power tools and floats, used by the industry

Overcoating and maintenance of interior/exterior plaster surfaces

Plasterer

Support and control of all concrete 3D printing operations

Use of 3D structural and architectural printing and finishes

Use of sustainable materials and equipment practices

Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")

Venetian plaster and color-integrated Italian/Middle-Eastern line plaster

Culinary Workers **LEG** A0501 Baker/Cook 29.95 7.53 8.83 46.31 **LEG** A0503 General Helper 25.92 7.53 8.83 42.28 Housekeeper Janitor Kitchen Helper **LEG** A0504 Head Cook 29.95 7.53 8.83 46.31 **LEG** 42.56 A0505 Head Housekeeper 26.20 7.53 8.83 Head Kitchen Help Dredgemen

| Class Code | Classification of Laborers & Mechanics | BHR H&W | PEN | TRN | Other E | Benefits | THR |
|---------------|--|-------------|-------|------|---------------------|-----------------|--------|
| Dredg | | | | | | | |
| * | See per diem note on last page | | | | | | |
| <u>A0601</u> | Assistant Engineer | 49.52 11.75 | 15.50 | 1.05 | L&M 0.10 | | 77.92 |
| | Craneman Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder | | | | | | |
| A0602 | Assistant Mate (deckhand) | 48.20 11.75 | 15.50 | 1.05 | L&M 0.10 | | 76.60 |
| A0603 | Fireman | 48.70 11.75 | 15.50 | 1.05 | L&M 0.10 | | 77.10 |
| A0605 | Leverman Clamshell | 52.39 11.75 | 15.50 | 1.05 | L&M 0.10 | | 80.79 |
| A0606 | Leverman Hydraulic | 50.39 11.75 | 15.50 | 1.05 | L&M 0.10 | | 78.79 |
| A0607 | Mate & Boatman | 49.52 11.75 | 15.50 | 1.05 | L&M 0.10 | | 77.92 |
| <u>A0608</u> | Oiler (dredge) | 48.70 11.75 | 15.50 | 1.05 | L&M 0.10 | | 77.10 |
| Electr | icians *See per diem note on last page | | | | | | |
| | see per alom note on that page | | | | L&M | LEG | |
| A0701 | Inside Cable Splicer | 50.94 14.40 | 14.42 | 0.95 | 0.25 | 0.15 | 81.11 |
| <u>A0702</u> | Inside Journeyman Wireman, including: | 50.94 14.40 | 14.42 | 0.95 | L&M 0.25 | LEG 0.15 | 81.11 |
| | Technicians (including use of drones in electrical construction) | | | | | | |
| <u>A0703</u> | Power Cable Splicer | 70.34 14.40 | 19.30 | 0.95 | L&M 0.25 | LEG 0.15 | 105.39 |
| <u>A0704</u> | Tele Com Cable Splicer | 54.03 14.40 | 18.02 | 0.95 | L&M 0.25 | LEG 0.15 | 87.80 |
| <u>A0705</u> | Power Journeyman Lineman, including: | 68.59 14.40 | 19.25 | 0.95 | L&M 0.25 | LEG 0.15 | 103.59 |
| | Power Equipment Operator Technician (including use of drones in electrical construction) | | | | L&M | LEG | |
| A0706 | Tele Com Journeyman Lineman, including: | 52.28 14.40 | 17.97 | 0.95 | 0.25 | 0.15 | 86.00 |
| | Technician (including use of drones in telecommunications construction) | | | | | | |

Tele Com Equipment Operator

| Class Code | Classification of Laborers & Mechanics | BHR H&W PEN | TRN | Other I | Benefits | THR |
|----------------|---|-------------------|------|---------------------|-------------------|---------------|
| Electri | | | | | | |
| * | See per diem note on last page | | | | | |
| <u>A0707</u> | Straight Line Installer - Repairman | 52.28 14.40 17.97 | 0.95 | L&M 0.25 | | 86.00 |
| A0708 | Powderman | 66.59 14.40 19.19 | 0.95 | L&M 0.25 | LEG 0.15 1 | 101.53 |
| A0710 | Material Handler | 28.82 14.52 5.86 | 0.15 | L&M 0.15 | | 49.65 |
| A0712 | Tree Trimmer Groundman | 32.26 14.40 14.52 | 0.15 | L&M 0.15 | LEG 0.15 | 61.63 |
| A0713 | Journeyman Tree Trimmer | 41.32 14.40 14.79 | 0.15 | L&M 0.15 | LEG 0.15 | 70.96 |
| A0714 | Vegetation Control Sprayer | 44.92 14.40 14.90 | 0.15 | L&M 0.15 | | 74.67 |
| <u>A0715</u> | Inside Journeyman Communications CO/PBX | 50.94 14.40 14.42 | 0.95 | L&M 0.25 | | 81.11 |
| | or Workers | | | | | |
| * | See per diem note on last page | | | | | |
| A0802 | Elevator Constructor | 48.00 16.17 20.96 | 0.75 | L&M 1.30 | VAC 5.33 | 92.51 |
| A0803 | Elevator Constructor Mechanic | 68.57 16.17 20.96 | 0.75 | L&M 1.30 | VAC 7.61 1 | 115.36 |
| Heat & | x Frost Insulators/Asbestos Workers (North of 63rd Parallel) | | | | | |
| * | See per diem note on last page | | | | | |
| N0902 | Asbestos Abatement-Mechanical Systems | 43.85 9.24 11.12 | 1.50 | IAF 0.14 | LML 0.05 | 65.90 |
| N0903 | Asbestos Abatement/General Demolition All Systems | 43.85 9.24 11.12 | 1.50 | IAF 0.14 | LML 0.05 | 65.90 <u></u> |
| N0904 | Insulator, Group II | 43.85 9.24 11.12 | 1.50 | IAF 0.14 | LML 0.05 | 65.90 |
| N0905 | Fire Stop | 43.85 9.24 11.12 | 1.50 | IAF 0.14 | LML 0.05 | 65.90 |
| | Frost Insulators/Asbestos Workers (South of 63rd Parallel) See per diem note on last page | | | | | |
| <u>S0902</u> | Asbestos Abatement-Mechanical Systems | 43.35 9.24 11.12 | 1.50 | IAF 0.14 | LML 0.05 | 65.40 |

| Class | Classification of Laborers & Mechanics | BHR H | &W P | FN | TRN | Other | Renefits | THR |
|----------------|---|----------|-----------------|--------------|------|-------------|-----------|--------|
| Code | Classification of Laborers & Victnames | DIIK IK | X 11 1 | IDI (| TIXI | Other | Deficites | IIII |
| | Frost Insulators/Asbestos Workers (South of 63rd Parallel) | | | | | | | |
| *S | ee per diem note on last page | | | | | | | |
| G0003 A | ALL | 12.25 0 | 24 1 | 1 10 | 1.50 | IAF | LML | 65.40 |
| 80903 A | Asbestos Abatement/General Demolition All Systems | 43.35 9 | .24 1 | 1.12 | 1.50 | 0.14 | 0.05 | 65.40 |
| C0004 I | | 12.25 0 | 24 1 | 1 10 | 1.50 | IAF | LML | 65.40 |
| 80904 1 | nsulator, Group II | 43.35 9 | .24 1 | 1.12 | 1.50 | 0.14 | 0.05 | 65.40 |
| C0005 E | 7: C4 | 42.25 0 | 24 1 | 1 12 | 1.50 | IAF 0.14 | LML | 65.40 |
| S0905 F | Tre Stop | 43.35 9 | .24 1 | 1.12 | 1.30 | 0.14 | 0.05 | 65.40 |
| IronWo: | rkers | | | | | | | |
| *S | ee per diem note on last page | | | | | | | |
| | | | | | | L&M | IAF | |
| A1101 I | ronworkers, including: | 46.49 10 | 0.16 20 | 6.45 | 0.87 | 0.20 | 0.24 | 84.41 |
| 1 | Bender Operators | | | | | | | |
| | Bridge & Structural | | | | | | | |
| | Hangar Doors | | | | | | | |
| I | Hollow Metal Doors | | | | | | | |
| J | Industrial Doors | | | | | | | |
| 1 | Machinery Mover | | | | | | | |
| (| Ornamental | | | | | | | |
|] | Reinforcing | | | | | | | |
|] | Rigger | | | | | | | |
| S | Sheeter | | | | | | | |
| S | Signalman | | | | | | | |
| \$ | Stage Rigger | | | | | | | |
| - | Toxic Haz-Mat Work | | | | | | | |
| 1 | Welder | | | | | | | |
| | | 4= 40 40 | | . - | | L&M | | 0 = 44 |
| A1102 H | Helicopter | 47.49 10 |).16 20 | 6.45 | 0.87 | 0.20 | 0.24 | 85.41 |
| 1 | Helicopter (used for rigging and setting) | | | | | | | |
| - | Tower (energy producing windmill type towers to include nacelle and | | | | | | | |
| ł | blades) | | | | | | | |
| | 7 (D. 1. T II | 42.00.10 | | . | 0.05 | L&M | | 00.01 |
| A1103 F | Fence/Barrier Installer | 42.99 10 |).16 20 | b.45 | 0.87 | 0.20 | 0.24 | 80.91 |
| | | | | | | L&M | IAF | |
| A1104 | Guard Rail Layout Man | 43.73 10 | 0.16 20 | 6.45 | 0.87 | 0.20 | 0.24 | 81.65 |
| | | | | | | L&M | IAF | |
| <u>A1</u> 105 | Guard Rail Installer | 43.99 10 | <u>).1</u> 6 20 | <u>6.</u> 45 | 0.87 | 0.20 | 0.24 | 81.91 |
| | | | | | | | | |

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

*See per diem note on last page

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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:

38.25 9.95 21.51 1.65 0.30 0.20 71.86

Asphalt Worker (shovelman, plant crew)

Brush Cutter

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

Concrete Labor (curb & gutter, chute handler, curing, grouting,

screeding)

Crusher Plant Laborer

Demolition Laborer

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Watchman (construction projects)

Window Cleaner

L&M LEG

39.25 9.95 21.51 1.65 0.30 0.20 72.86

N1202 Group II, including:

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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:

39.25 9.95 21.51 1.65 0.30 0.20 72.86

Burning & Cutting Torch

Cement or Lime Dumper or Handler (sack or bulk)

Certified Erosion Sediment Control Lead (CESCL Laborer)

Choker Splicer

Chucktender (wagon, air-track & hydraulic drills)

Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman,

vibratorman)

Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

N1203 Group III, including:

40.15 9.95 21.51 1.65 0.30 0.20 73.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

N1203 Group III, including: 40.15 9.95 21.51 1.65 0.30 0.20 73.76

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

N1204 Group IIIA 44.28 9.95 21.51 1.65 0.30 0.20 77.89

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayers

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

L&M LEG

N1205 Group IV 27.82 9.95 21.51 1.65 0.30 0.20 61.43

Final Building Cleanup

Permanent Yard Worker

L&M LEG

N1206 Group IIIB 50.11 5.90 21.51 1.65 0.30 0.20 79.67

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

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

*See per diem note on last page

L&M LEG

0.20

71.86

0.30

38.25 9.95 21.51 1.65

Asphalt Worker (shovelman, plant crew)

Brush Cutter

S1201 Group I, including:

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

Concrete Labor (curb & gutter, chute handler, curing, grouting,

screeding)

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:

38.25 9.95 21.51 1.65 0.30 0.20 71.86

Crusher Plant Laborer

Demolition Laborer

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Watchman (construction projects)

Window Cleaner

S1202 Group II, including:

L&M LEG

0.30

0.20

72.86

39.25 9.95 21.51 1.65

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)

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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:

39.25 9.95 21.51 1.65 0.30 0.20 72.86

Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

S1203 Group III, including:

40.15 9.95 21.51 1.65 0.30 0.20 73.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

44.28 9.95 21.51 1.65 0.30 0.20 77.89

S1204 Group IIIA

| Class Code | Classification of Laborers & Mechanics | BHR | H&W | PEN | TRN | Other l | Benefits | THR |
|---------------|--|--------|------|-------|------|---------------------|-------------|-------|
| | ers (The area that is south of N63 latitude and west of W138 long | itude) | | | | | | |
| S1204 | Group IIIA | 44.28 | 9.95 | 21.51 | 1.65 | L&M 0.30 | LEG 0.20 | 77.89 |
| | Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayers Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified | | | | | L&M | LEG | |
| <u>S1205</u> | Group IV | 27.82 | 9.95 | 21.51 | 1.65 | 0.30 | 0.20 | 61.43 |
| | Final Building Cleanup Permanent Yard Worker | | | | | L&M | LEG | |
| <u>S1206</u> | Group IIIB 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 | 50.11 | 5.90 | 21.51 | 1.65 | 0.30 | 0.20 | 79.67 |
| Millwi | rights See per diem note on last page | | | | | | | |
| | Millwright (journeyman) | 55.42 | 8.75 | 15.00 | 1.11 | L&M 0.20 | 0.25 | 80.73 |
| <u>A1252</u> | Millwright Welder | 56.42 | 8.75 | 15.00 | 1.11 | L&M 0.20 | 0.25 | 81.73 |
| | rs, Region I (North of N63 latitude) See per diem note on last page | | | | | | | |
| N1301 | Group I, including: | 40.33 | 9.97 | 15.10 | 1.10 | L&M 0.10 | | 66.60 |

Brush

General Painter

Hand Taping

Hazardous Material Handler

Lead-Based Paint Abatement

| Class Code Classification of Laborers & Mechanics | BHR H&W PEN TI | RN Other Benefit | s THR |
|--|-------------------------------------|---------------------------|-------|
| Painters, Region I (North of N63 latitude) | | | |
| *See per diem note on last page | | | |
| N1301 Group I, including: | 40.33 9.97 15.10 1. | L&M 10 0.10 | 66.60 |
| Roll | | | |
| N1302 Group II, including: | 40.85 9.97 15.10 1. | L&M 10 0.10 | 67.12 |
| Bridge Painter | | | |
| Epoxy Applicator | | | |
| General Drywall Finisher | | | |
| Hand/Spray Texturing | | | |
| Industrial Coatings Specialist | | | |
| Machine/Automatic Taping | | | |
| Pot Tender | | | |
| Sandblasting | | | |
| Specialty Painter | | | |
| Spray | | | |
| Structural Steel Painter | | | |
| Wallpaper/Vinyl Hanger | | | |
| N1304 Group IV, including: | 44.54 9.97 18.61 1. | 10 0.10 | 74.32 |
| Glazier | | | |
| Storefront/Automatic Door Mechanic | | | |
| N1305 Group V, including: | 39.66 9.97 5.00 1. | 10 0.10 | 55.83 |
| Carpet Installer | | | |
| Floor Coverer | | | |
| Heat Weld/Cove Base | | | |
| Linoleum/Soft Tile Installer | | | |
| N1306 Group VI, including: | 69.78 11.01 7.80 1. | 10 0.10 | 89.79 |
| Traffic Control Striper | 09.78 11.01 7.00 1. | 10 0.10 | 09.19 |
| * | | | |
| Painters, Region II (South of N63 latitude) *See per diem note on last page | | | |
| See per them note on last page | | | |
| S1301 Group I, including: | 35.97 9.97 17.45 1. | L&M 10 0.10 | 64.59 |
| Brush | | | |
| General Painter | | | |
| Hand Taping | | | |
| Hazardous Material Handler | | | |
| Lead-Based Paint Abatement | | | |
| Roll | | | |
| Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; | IAE-industry adversariated LIEC 1.1 | from d. 1 0. M = 1 - 1 / | |

| Class Code | Classification of Laborers & Mechanics | BHR H&W PEN TRN Other Benefits THR |
|---------------|---|---|
| | rs, Region II (South of N63 latitude) | |
| > | See per diem note on last page | |
| S1301 | Group I, including: | L&M 35.97 9.97 17.45 1.10 0.10 64.59 |
| | Spray | L&M |
| S1302 | Group II, including: | 37.22 9.97 17.45 1.10 0.10 65.84 |
| | General Drywall Finisher Hand/Spray Texturing Machine/Automatic Taping Wallpaper/Vinyl Hanger | I P.M. |
| S1303 | Group III, including: | L&M 37.32 9.97 17.45 1.10 0.10 65.94 |
| | Bridge Painter Epoxy Applicator Industrial Coatings Specialist Pot Tender Sandblasting Specialty Painter Structural Steel Painter | |
| S1304 | Group IV, including: | L&M 45.20 9.97 17.25 1.10 0.10 73.62 |
| | Glazier Storefront/Automatic Door Mechanic | |
| S1305 | Group V, including: | L&M 39.66 9.97 5.00 1.10 0.10 55.83 |
| | Carpet Installer Floor Coverer Heat Weld/Cove Base Linoleum/Soft Tile Installer | |
| S1306 | Group VI, including: | 69.78 11.01 7.80 1.10 0.10 89.79 |
| | Traffic Control Striper | |
| Piledr | ivers See per diem note on last page | |
| A1401 | Piledriver | L&M IAF 48.54 8.75 15.82 1.75 0.10 74.96 |
| | Assistant Dive Tender Carpenter/Piledriver Rigger | |

Rigger

Sheet Stabber

| Class Code Classification of Laborers & Mechanics | BHR H&W PEN | TRN Other I | Benefits TH |
|---|-------------------|--------------------------|---------------------|
| Piledrivers | | | |
| *See per diem note on last page | | | |
| A1401 Piledriver | 48.54 8.75 15.82 | L&M 1.75 0.10 | IAF 74.9 |
| Skiff Operator | | | |
| A1402 Piledriver-Welder/Toxic Worker | 49.54 8.75 15.82 | L&M 1.75 0.10 | IAF 75.9 |
| A1403 Remotely Operated Vehicle Pilot/Technician | 52.85 8.75 15.82 | L&M 1.75 0.10 | IAF 79.2 |
| Single Atmosphere Suit, Bell or Submersible Pilot | | | |
| A1404 Diver (working) **See note on last page | 92.65 8.75 15.82 | L&M 1.75 0.10 | IAF 119. |
| A1405 Diver (standby) **See note on last page | 52.85 8.75 15.82 | L&M 1.75 0.10 | IAF 79.2 |
| A1406 Dive Tender **See note on last page | 51.85 8.75 15.82 | L&M 1.75 0.10 | IAF 78.2 |
| A1407 Welder (American Welding Society, Certified Welding Inspector) | 54.10 8.75 15.82 | L&M | IAF 80.5 |
| Plumbers, Region I (North of N63 latitude) | | | |
| *See per diem note on last page | | | |
| N1501 Journeyman Pipefitter | 51.66 12.45 18.70 | 1.75 L&M | S&L 85.7 |
| Plumber Welder | | | |
| Plumbers, Region II (South of N63 latitude) *See per diem note on last page | | | |
| S1501 Journeyman Pipefitter | 44.50 13.88 16.02 | L&M 2.30 0.20 | 76.9 |
| Plumber Welder | | | |
| Plumbers, Region IIA (1st Judicial District) *See per diem note on last page | | | |
| X1501 Journeyman Pipefitter | 48.00 15.17 12.25 | L&M 2.95 0.24 | 78.6 |
| Plumber | TO.00 1J.1/ 1Z.ZJ | 2.73 U.2 4 | / 6.0 |

Plumber Welder

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

50.39 11.75 15.50 1.05 0.10

78.79

Asphalt Roller: Breakdown, Intermediate, and Finish

Back Filler

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine

Boat Coxswain

Bulldozer

Cableways, Highlines & Cablecars

Cleaning Machine

Coating Machine

Concrete Hydro Blaster

Cranes (45 tons & under or 150 feet of boom & under (including jib &

attachments))

- (a) Hydralifts or Transporters, (all track or truck type)
- (b) Derricks
- (c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

Drag Scraper, Yarder, and similar types

Drilling Machines, Core, Cable, Rotary and Exploration

Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk,

Curb & Gutter Machine

Grade Checker and/or Line and Grade including Drone

Helicopters

Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle,

Rollagon, Bargecable, Nodwell, & Snow Cat

Hydro Ax, Feller Buncher & similar

Hydro Excavation (Vac-Truck and Similar)

Loaders (2 1/2 yards through 5 yards, including all attachments):

- (a) Forklifts (with telescopic boom & swing attachment)
- (b) Front End & Overhead, (2-1/2 yards through 5 yards)
- (c) Loaders, (with forks or pipe clamp)
- (d) Loaders, (elevating belt type, Euclid & similar types)

Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)

Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer

Micro Tunneling Machine

Mixers: Mobile type with hoist combination

Motor Patrol Grader

Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill

Operator and/or Shield

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

50.39 11.75 15.50 1.05 0.10

78.79

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

L&M 0.10

A1602 Group IA, including:

52.39 11.75 15.50 1.05 0

80.79

Camera/Tool/Video Operator (Slipline)

Certified Welder, Electrical Mechanic, Camp Maintenance Engineer,

Mechanic (over 10,000 hours)

Cranes (over 45 tons or 150 feet including jib & attachments)

- (a) Clamshells & Draglines (over 3 yards)
- (b) Tower Cranes

Licensed Water/Waste Water Treatment Operator

Loaders (over 5 yards)

Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to

final grade and/or to hubs, or for asphalt)

Power Plants (1000 k.w. & over)

Profiler, Reclaimer, and Roto-Mill

Quad

Scrapers (over 40 yards)

Screed

Shovels, Backhoes, Excavators with all attachments (over 3 yards)

Sidebooms (over 45 tons)

Slip Form Paver, C.M.I. & similar types

Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

L&M 0.10

A1603 Group II, including:

49.52 11.75 15.50 1.05

77.92

Boiler - Fireman

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1603 Group II, including:

49.52 11.75 15.50 1.05 0.10

77.92

Cement Hogs & Concrete Pump Operator

Conveyors (except those listed in Group I)

Hoists on Steel Erection, Towermobiles & Air Tuggers

Horizontal/Directional Drill Locator

Locomotives, Rod & Geared Engines

Mixers

Screening, Washing Plant

Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

L&M

A1604 Group III, including:

48.70 11.75 15.50 1.05 0.10 77.10

"A" Frame Trucks, Deck Winches

Bombardier (tack or tow rig)

Boring Machine

Brooms, Power (sweeper, elevator, vacuum, or similar)

Bump Cutter

Compressor

Farm Tractor

Forklift, Industrial Type

Gin Truck or Winch Truck (with poles when used for hoisting)

Hoists, Air Tuggers, Elevators

Loaders:

- (a) Elevating-Athey, Barber Greene & similar types
- (b) Forklifts or Lumber Carrier (on construction job sites)
- (c) Forklifts, (with tower)
- (d) Overhead & Front End, (under 2-1/2 yards)

Locomotives: Dinkey (air, steam, gas & electric) Speeders

Mechanics, Light Duty

Oil, Blower Distribution

Posthole Digger, Mechanical

Pot Fireman (power agitated)

Power Plant, Turbine Operator, (under 200 k.w.)

Pumps, Water

Roller (other than Asphalt)

Saws, Concrete

Skid Hustler

Skid Steer (with all attachments)

Stake Hopper

| Classification of Laborers & Mechanics | BHR H&W PEN | TRN | Other Benefits | s THR |
|--|--|--|--|---|
| Equipment Operators | | | | |
| See per diem note on last page | | | | |
| Group III, including: | 48.70 11.75 15.50 | 1.05 | L&M 0.10 | 77.10 |
| Straightening Machine Tow Tractor | | | | |
| Group IV, including: | 41.66 11.75 15.50 | 1.05 | L&M 0.10 | 70.06 |
| Crane Assistant Engineer/Rig Oiler | | | | |
| Drill Helper | | | | |
| | | | | |
| 1 | | | | |
| | | | | |
| | | | | |
| rs | | | | |
| See per diem note on last page | | | | |
| Roofer & Waterproofer | 49.62 13.75 3.91 | 0.81 | L&M 0.10 0.06 | 68.25 |
| | | | L&M | |
| | Equipment Operators See per diem note on last page Group III, including: Straightening Machine Tow Tractor Group IV, including: Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator Spotter Steam Cleaner Swamper (on trenching machines or shovel type equipment) | Equipment Operators See per diem note on last page Group III, including: Straightening Machine Tow Tractor Group IV, including: Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator Spotter Steam Cleaner Swamper (on trenching machines or shovel type equipment) See per diem note on last page | Equipment Operators See per diem note on last page Group III, including: Straightening Machine Tow Tractor Group IV, including: 41.66 11.75 15.50 1.05 Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator Spotter Steam Cleaner Swamper (on trenching machines or shovel type equipment) | Equipment Operators See per diem note on last page Group III, including: Straightening Machine Tow Tractor Group IV, including: Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator Spotter Steam Cleaner Swamper (on trenching machines or shovel type equipment) See per diem note on last page L&M L&M L&M L&M L&M L&M L&M L& |

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

N1801 Sheet Metal Journeyman

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial

food service equipment

HVAC-R Service Mechanic, servicing and maintaining HVAC-R

Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

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

84.66

L&M

0.12

54.00 12.80 15.94 1.80

| Class |
|-------|
| Code |

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Sheet Metal Workers, Region I (North of N63 latitude)

*See per diem note on last page

L&M

N1801 Sheet Metal Journeyman

54.00 12.80 15.94 1.80 0.12 84.66

Sheet Metal shelving, lockers

Sheet Metal venting, chimneys and breaching

Skylight installation

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

*See per diem note on last page

L&M 0.43

S1801 Sheet Metal Journeyman

48.75 12.80 15.30 2.06

79.34

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal

roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning

ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial

food service equipment

HVAC-R Service Mechanic, servicing and maintaining HVAC-R

Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving, lockers

Sheet Metal venting, chimneys and breaching

Skylight installation

Sprinkler Fitters

*See per diem note on last page

L&M

A1901 Sprinkler Fitter

56.61 11.91 18.35 0.54 0.25 87.66

Surveyors

*See per diem note on last page

L&M

A2001 Chief of Parties

57.54 12.98 14.14 1.25 0.10

86.01

| Class Code | Classification of Laborers & Mechanics | BHR H&W PEN | TRN | Other Benefits | THR |
|---------------|---|-------------------|------|---------------------|-------|
| Survey | vors | | | | |
| * | See per diem note on last page | | | | |
| A2002 | Party Chief | 53.55 12.98 14.14 | 1.25 | L&M 0.10 | 82.02 |
| A2003 | Line & Grade Technician/Office Technician/GPS, Drones | 50.65 12.98 14.14 | 1.25 | L&M 0.10 | 79.12 |
| A2004 | Associate Party Chief (including Instrument Person & Head Chain | 48.29 12.98 14.14 | 1.25 | L&M 0.10 | 76.76 |
| | Person)/Stake Hop/Grademan | | | L&M | |
| A2006 | Chain Person (for crews with more than 2 people) | 43.46 12.98 14.14 | 1.25 | 0.10 | 71.93 |
| | Drivers See per diem note on last page | | | | |
| A2101 | Group I, including: | 49.51 12.98 14.14 | 1.25 | L&M 0.10 | 77.98 |

Air/Sea Traffic Controllers

Ambulance/Fire Truck Driver (EMT certified)

Boat Coxswain

Captains & Pilots (air & water)

Deltas, Commanders, Rollagons, & similar equipment (when pulling

sleds, trailers or similar equipment)

Dump Trucks (including articulating end dumps, rockbuggy, side dump,

belly dump, & trucks with pups) over 40 yards up to & including 60 yards

Fueler

Helicopter Transporter

Liquid Vac Truck/Super Vac Truck

Material Coordinator or Purchasing Agent

Oil Distributor Truck

Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to

be negotiated)

Semi with Double Box Mixer

Tireman, Medium Duty (Truck Tires up to 1200-24")

Water Wagon (250 Bbls and above)

 L&M

 A2102 Group 1A including:
 50.92 12.98 14.14 1.25 0.10 79.39

Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)

Jeeps (driver under load)

Lowboys, including tractor attached trailers & jeeps, up to & including

12 axles (over 12 axles or 150 tons to be negotiated)

Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

*See per diem note on last page

L&M

A2103 Group II, including:

48.10 12.98 14.14 1.25 0.10

76.57

All Deltas, Commanders, Rollagons, & similar equipment

Batch Trucks (8 yards & up)

Batch Trucks (up to & including 7 yards)

Boom Truck/Knuckle Truck (over 5 tons)

Cacasco Truck/Heat Stress Truck

Construction and Material Safety Technician

Dump Trucks (including articulating end dump, rockbuggy, side dump,

belly dump, & trucks with pups) over 20 yards up to & including 40 yards

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating over 5 tons)

Mechanics

Partsman

Ready-mix (up to & including 12 yards)

Stringing Truck

Turn-O-Wagon or DW-10 (not self loading)

L&M

A2104 Group III, including:

47.19 12.98 14.14 1.25 0.10 75.66

Boom Truck/Knuckle Truck (up to & including 5 tons)

Dump Trucks (including articulating end dump, rockbuggy, side dump,

belly dump, & trucks with pups) over 10 yards up to & including 20 yards

Expeditor (electrical & pipefitting materials)

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating 5 tons & under)

Greaser - Shop

Semi or Truck & Trailer

Thermal Plastic Layout Technician

Traffic Control Technician

Trucks/Jeeps (push or pull)

L&M

A2105 Group IV, including:

46.55 12.98 14.14 1.25 0.10

75.02

Air Cushion or similar type vehicle

All Terrain Vehicle

Buggymobile

Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment

(over 5 tons)

Bus Operator (over 30 passengers)

Cement Spreader, Dry

Combination Truck-Fuel & Grease

Compactor (when pulled by rubber tired equipment)

Dump Trucks (including rockbuggy, side dump, belly dump, & trucks

with pups) up to & including 10 yards

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

*See per diem note on last page

L&M

A2105 Group IV, including: 46.55 12.98 14.14 1.25 0.10 75.02

Dumpster

Expeditor (general)

Fire Truck/Ambulance Driver

Flat Beds, Dual Rear Axle

Foam Distributor Truck Dual Axle

Front End Loader with Fork

Grease Truck

Hydro Seeder, Dual Axle

Hyster Operators (handling bulk aggregate)

Loadmaster (air & water operations)

Lumber Carrier

Ready-mix, (up to & including 7 yards)

Rigger (air/water/oilfield)

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

A2106 Group V, including: 45.70 12.98 14.14 1.25 0.10 74.17

Buffer Truck

Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing

Attachments (up to & including 5 tons)

Bus Operator (up to 30 passengers)

Farm Type Rubber Tired Tractor (when material handling or pulling

wagons on a construction project)

Flat Beds, Single Rear Axle

Foam Distributor Truck Single Axle

Fuel Handler (station/bulk attendant)

Gear/Supply Truck

Gravel Spreader Box Operator on Truck

Hydro Seeder, Single Axle

Pickups (pilot cars & all light-duty vehicles)

Rigger

Swamper

Tack Truck (welders/gear)

Team Drivers (horses, mules, & similar equipment)

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

N2201 Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

N2202 Group II, including: 43.18 9.95 21.51 1.65 0.30 0.20 76.79

Burning & Cutting Torch

Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Floor Preparation, Core Drilling

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

L&M LEG

L&M

LEG

N2203 Group III, including: 44.17 9.95 21.51 1.65 0.30 0.20 77.78

Miner

Retimberman

L&M LEG N2204 Group IIIA, including:

48.71 9.95 21.51 1.65 0.30 0.20 82.32

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

N2206 Group IIIB, including: 55.12 5.90 21.51 1.65 0.30 0.20 84.68

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

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

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

*See per diem note on last page

L&M LEG

N2206 Group IIIB, including: 55.12 5.90 21.51 1.65 0.30 0.20 84.68

Stake Hopper

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

*See per diem note on last page

L&M LEG

S2201 Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG43.18 9.95 21.51 1.65 0.30 0.20 76.79

S2202 Group II, including:

Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Floor Preparation, Core Drilling

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Burning & Cutting Torch

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

L&M LEG S2203 Group III, including: 44.17 9.95 21.51 1.65 0.30 0.20 77.78

Miner

Retimberman

L&M LEG S2204 Group IIIA, including: 48.71 9.95 21.51 1.65 0.30 0.20 82.32

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

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

S2206 Group IIIB, including:

55.12 5.90 21.51 1.65 0.30 0.20 84.68

Driller (including, but not limited to wagon drills, air-track drills,

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade,

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

Tunnel Workers, Power Equipment Operators

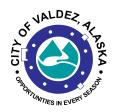
*See per diem note on last page

| | L&M |
|-----------------|-----------------------------------|
| A2207 Group I | 55.43 11.75 15.50 1.05 0.10 83.83 |
| | L&M |
| A2208 Group IA | 57.63 11.75 15.50 1.05 0.10 86.03 |
| | L&M |
| A2209 Group II | 54.47 11.75 15.50 1.05 0.10 82.87 |
| | L&M |
| A2210 Group III | 53.57 11.75 15.50 1.05 0.10 81.97 |
| | L&M |
| A2211 Group IV | 45.83 11.75 15.50 1.05 0.10 74.23 |

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

^{*} 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.



CITY OF VALDEZ Project Title: Senior Center Siding Repair Project No.: 23-350-2108

Contract No.: 2257

TO: All Recipients Date: March 17, 2025

SUBJECT: Addendum No.1

This two (2) page Addendum forms a part of the project scope documents and modifies the project scope for the above-referenced project. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum makes the following changes and/or clarifications:

Bidder Questions:

Question 1

Is there anything known to be underground in the dig locations for bollards?

Wolf Response: Per COV provided Construction Documents for original project, the exterior walls are founded upon an 8" thick by 4' deep reinforced concrete stem wall with a 10"x 18" footer. Bollard placements shall not undermine or damage existing foundation.

Ouestion 2

The railing by main entry appears to have conduit running through the railing, into the building, servicing the automated door opening button. Will this be reinstalled the same way?

Wolf Response: All accessories or hardware associated with railings, door frames, or doors expected to be reinstalled and functional upon completion of project.

Ouestion 3

On the LIDAR scan the back staircase is listed as "stair doesn't meet egress," however there is nothing in plans on replacing this. Is this being replaced or staying as-is?

Wolf Response: Staying as-is.

Ouestion 4

On the LIDAR scan it shows steel lintel with seismic ties in regards to the stone veneer, but I cannot find this in the plans. Is this something extra that is to be added to the manufacturer installation?

Wolf Response: LIDAR scan file tags are updated to reflect cementitious panel wainscot system shown in Construction Documents. No steel lintel or 4" CMU veneer are used in the project.

Question 5

On the LIDAR scan one door in the back is labeled as Alt 1 refinish, Alt 2 replaces. I don't see the Alt 2 "replace" in the plans. The doors are just getting refinished per Alt 1, not replaced, correct? Do the doors "have" to be removed for finishing, or can they remain in place for priming and painting?

Wolf Response: LIDAR scan file tags are updated to reflect project Alternates. No doors are replaced in this project. It is anticipated that refinishing the hollow metal doors and frames on all sides and edges will require door and door hardware removal and reinstallation. Note: it is necessary for Contractor to maintain all exit pathways, access control, and security throughout project.

Ouestion 6

On page 11 of the Specs sheet, 3.1 Alternates, it lists the bollards as painted and covered. On the contract sheet is says painted. Are the bollards to be painted, or painted and covered, or just covered?

Wolf Response: Install sleeves over clean and dry bollards. Prepare subsurface per manufacturer installation instructions.

End of Addendum

VALDEZ SENIOR CENTER SIDING REPAIR

1300 E HANAGITA CITY OF VALDEZ

OWNER

CITY OF VALDEZ 212 CHENEGA AVE VALDEZ, ALASKA AK 99645 907-835-2764 LINDY VITITOW

ARCHITECT

WOLF ARCHITECTURE, INC. 625 SOUTH COBB, STE. 200 PALMER 907-746-6670 **GARY WOLF**



ALTERNATIVES

- 1. ALT. 1--REFINISHING OF EXPOSED METAL RAILINGS, HOLLOW METAL DOOR FRAMES & DOORS. PREPARING, PRIMING AND PAINTING WOOD WINDOW FRAMES
- 2. ALT. 2--REMOVE, REPAIR, REPLACE DAMAGED SOFFIT PANELS AT ENTRY CANOP ABOVE DRIVE THROUGH AND WALK WAY.
- 3. ALT. 3--PROVIDE AND INSTALL 7 CONCRETE FILLED, GALVINZED STEEL BOLLARDS.

INDEX OF DRAWINGS

G0.01 COVER & INDEX SHEET ARCHITECTURAL SYMBOLS AND ABBREVIATIONS

BUILDING PERIMETER AND REFERENCE PLAN **EXISTING CONDITIONS**

EXISTING CONDITIONS

WEST EXTERIOR ELEVATIONS - DEMO

NORTH AND SOUTH EXTERIOR ELEVATION - DEMO **EAST EXTERIOR ELEVATIONS - DEMO**

WEST EXTERIOR ELEVATIONS - RENO

NORTH AND SOUTH EXTERIOR ELEVATIONS - RENO **EAST EXTERIOR ELEVATIONS - RENO**

WALL SECTIONS

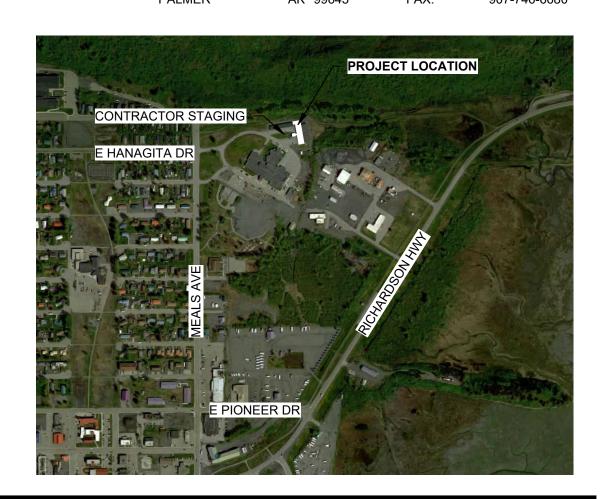
EXTERIOR DETAILS **EXTERIOR SECTION DETAILS**

VALDEZ SENIOR CENTER SIDING REPAIR PROJECT ADDRESS: 1300 E HANAGITA ST. VALDEZ, ALASKA 99686

> CONTACT: GARY WOLF WOLF ARCHITECTURE, INC.

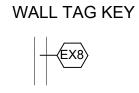
PROJECT INFORMATION

625 SOUTH COBB, STE. 200



02-19-25 CONSTRUCTION DRAWINGS

WALL ASSEMBLIES

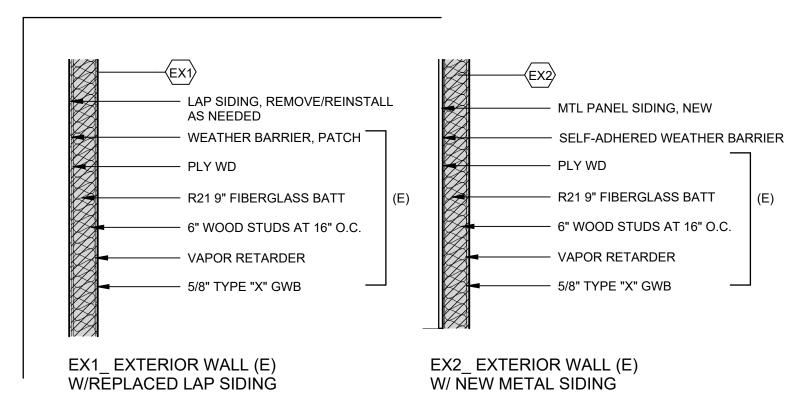


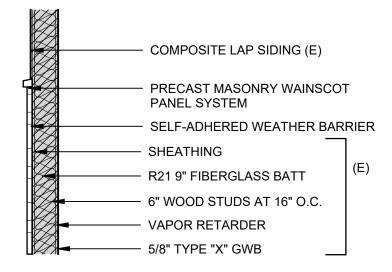
WALL ASSEMBLY TAGS DESCRIBE MAJOR EXTENT OF EXTERIOR WALL ASSEMBLY, SEE ELEVATIONS AND DETAILS FOR TRANSITIONS IN, AND LOCATIONS OF, CHANGES IN EXTERIOR WALL ASSEMBLIES.

GENERAL NOTES

- THESE DRAWINGS WERE PREPARED FROM AS-BUILT DOCUMENTS PROVIDED BY THE CITY OF VALDEZ. ACTUAL FIELD CONDITIONS MAY DEIVATE FROM THESE DRAWINGS. CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING SHOULD EXISTING CONDITIONS DIFFER FROM THE
- 2. CONTRACTOR RESPONSIBLE TO PROVIDE COMPLETE, INSTALLED, WARENTEED SIDING SYSTEMS AND ASSEMBLIES. INSTALL FLASHINGS AS ACCESSORIES PER MANF. WRITTEN INSTRUCTIONS.
- 3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION IMPACTED BY THE WORK. REFERENCE ARCHITECT PROVIDED LIDAR SCAN FOR OVERVIEW OF EXISTING CONDITIONS: https://my.matterport.com/show/?m=fVNsoQApL2f
- 4. CONTRACTOR TO PROTECT ALL EXISTING EQUIPMENT, FINISHES, INSTALLATIONS, LANDSCAPING, AND OWNER PROPERTY AFFECTED BY THE WORK OR WORKER TRAFFIC.
- 5. CONTRACTOR TO PROVIDE EXTERIOR TOILET FACILITIES FOR WORKERS.
- 6. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DRAWINGS, DIMENSIONS, SPECIFICATIONS, AND SCHEDULES PRIOR TO PROCEEDING WITH ANY WORK OF FABRICATION. NOTIFY ARCHITECT IMMEDIATELY OF ANY UNCERTAINTY OR DISCREPANCY.
- 7. DRAWINGS SHALL NOT BE SCALED.
- 8. NOTES ON THE DRAWINGS INDICATE A CONDITION AT ONE LOCATION, WHETHER INDICATED AS TYPICAL OR NOT, THE NOTE SHALL APPLY TO ALL SIMILAR LOCATIONS UNLESS NOTED OTHERWISE.
- 9. SEE SHEET G1.1 FOR SYMBOLS, ABBREVIATIONS, ETC.
- 10. ALL EXITS TO REMAIN PASSABLE FOR EGRESS THROUGHOUT COURSE OF PROJECT. COORDINATE WITH OWNER.
- 11. CONTRACTOR TO COORDINATE DISCONNECTING/RECONNECTING ANY OUTDOOR ELECTRICAL OR MECHANICAL APPURTENANCES AFFECTED BY

EXTERIOR WALL ASSEMBLIES





EX2 EXTERIOR WALL (E) W/MASONRY PANEL

STAGING AREA STAGING AREA

REPAIR

ABBREVIATIONS

UNLESS NOTED OTHERWISE UNGLAZED PORCELAIN TILE

VENTILATING RUBBER BASE

WATERPROOF, WALL PADS

WEATHER STRIPPING

WELDED WIRE FABRIC

WOOD PRESERVATIVE TREATED LUMBER

VENT THROUGH ROOF VINYL WALL COVERING

WEST, WIDE, WIDTH

WASHER/DRYER

WITHOUT WATER CLOSET

WOOD

WINDOW WALL HUNG

WAINSCOT

WEIGHT

WATER

UNFINISHED

UTILITY SINK

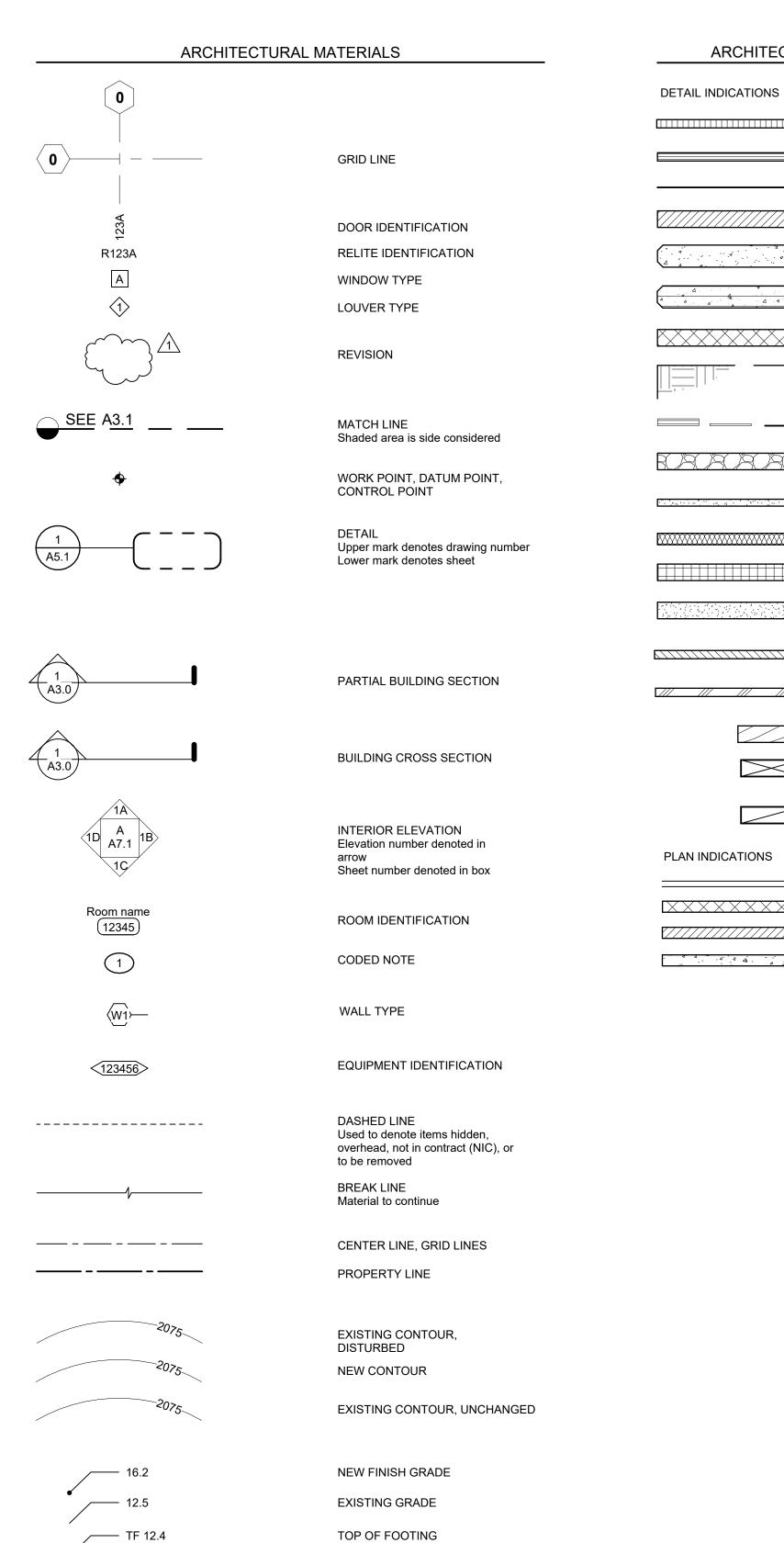
VENTILATE

VERTICAL

VOLUME

VAPOR BARRIER VINYL COMPOSITION TILE

SHEET CONTENTS ARCHITECTURAL SYMBOLS AND ABBREVIATIONS



TOP OF WALL

TOP OF CURB

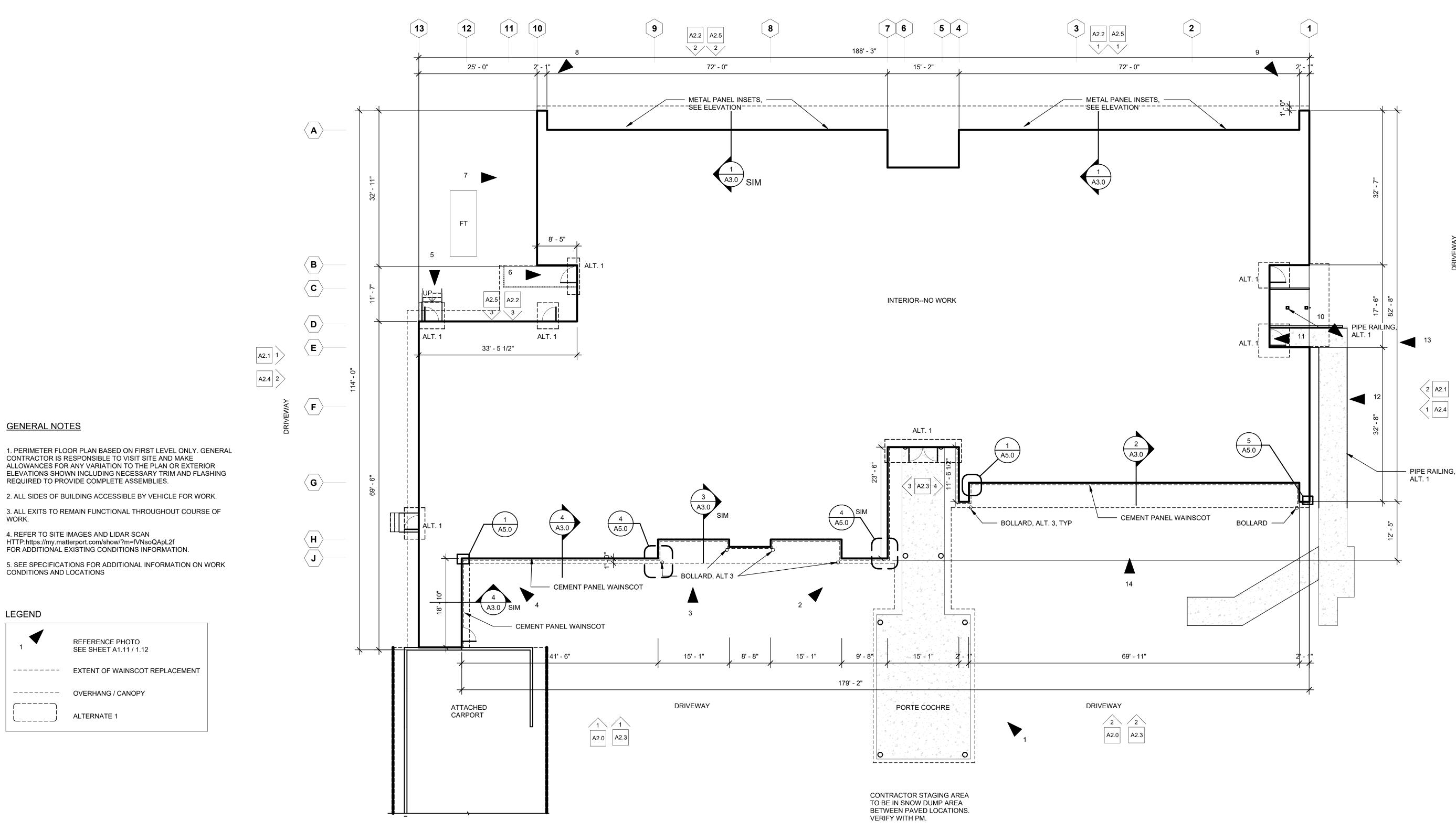
TOP OF PAVEMENT

| NS | | / | | | | | | |
|------------------|-------------------------|----------------|---|---------------|--|-----------------|--|--------------|
| | | _ | ANGLE | FA | FIRE ALARM | | | |
| | | <u></u> | CENTERLINE POUND, NUMBER | FAB FD | FABRICATE FLOOR DRAIN | O/S OA | OUTSIDE OVERALL | UNFIN UNO |
| | ACOUSTIC TILE OR BOARD | & | AND | FDN | FOUNDATION | OBS | OBSCURE | UPT |
| | | @ | AT DEGREE | FE FEC | FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET (RECESSED) | OCC | ON CENTER OCCUPANT, OCCUPANCY | UR USK |
| | ASPHALT CONCRETE PAVING | ± Ø | PLUS / MINUS DIAMETER | FEC-S | FIRE EXTINGUISHER CABINET (SEMI-RECESSED) | OD OFCI | OUTSIDE DIAMETER (DIM) OWNER FURNISHED CONTRACTOR | VB |
| | ROOFING | | | FF | FACTORY FINISHED | | INSTALLED | VCT |
| 7777 | BRICK | A/C AB | AIR CONDITIONING ANCHOR BOLT | FFL FHC | FINISHED FLOOR LINE FIRE HOSE CABINET | OFF OFOI | OFFICE OWNER FURNISHED OWNER INSTALLED | VENT VER |
| | BRIOR | AC ACOUS | ASPHALT CONCRETE ACOUSTICAL | FIN FLASH | FINISH FLASHING | OH OHD | OVERHEAD OVERHEAD DOOR | VERT VEST |
| 4. (| CONCRETE | AD | AREA DRAIN | FLR | FLOOR, FLOORING | OPNG | OPENING | VOL |
| | | ADDL ADJ | ADDITIONAL ADJUSTABLE | FLUOR FOC | FLUORESCENT FACE OF CONCRETE | OPP ORIG | OPPOSITE ORIGINAL | VRB VTR |
| 4 | PRECAST CONCRETE | ADJT AFF | ADJACENT ABOVE FINISHED FLOOR | FOF FOM | FACE OF FINISH FACE OF MASONRY | PAR | PARALLEL | VWC |
| | | AGGR | AGGREGATE | FOS | FACE OF STUDS FACE OF SHEATHING | PB PC | PEG BOARD PRECAST | W |
| | CONCRETE MASONRY UNIT | AJ AL | ACCENT JOINT ALUMINUM | FDSH FP | FIREPROOF | PCC | PORTLAND CEMENT CONCRETE | W/ W/D |
| | EARTH / FINISH GRADE | ALT ANC | ALTERNATE ANCHOR(AGE) | FR FRMG | FIRE RESISTANT FRAMING | PCD PERF | PAPER CUP DISPENSER PERFORATED | W/O WC |
| | EARTH/TIMOTONADE | APC | ACOUSTICAL PANEL CEILING | FRP | FIBER REINFORCED PLASTIC FIRE RETARDANT TREATED WOOD | PERP | PERPENDICULAR PLATE | WD |
| | | APPD APPROX | APPROVED APPROXIMATE | FS | FLOOR SINK | PL PLAM | PLASTIC LAMINATE | WDW WH |
| | GLASS | ARCH ASB | ARCHITECTURAL ASBESTOS | FT FTG | FOOT, FEET FOOTING | PLAS PLUMB | PLASTER PLUMBING | WP WPTL |
| | GRAVEL | ASPH | ASPHALT | FURR FUT | FURRING FUTURE | PLYWD PNL | PLYWOOD PANEL | WS |
| | CIVIVEE | AUTO AWP | AUTOMATIC ACOUSTICAL WALL PANEL | FWC | FABRIC WALL COVERING | POS | POSITIVE | WSCT WT |
|)-, '' -, '' s', | GYPSUM BOARD | BD | BOARD | GA | GAUGE | PR PREFAB | PAIR PREFABRICATE(D) | WTR WWF |
| | | BET | BETWEEN | GALV GB | GALVANIZED GRAB BAR | PREFIN PROJ | PREFINISH(ED) PROJECT | |
| | INSULATION, BATT | BITUM BLDG | BITUMINOUS BUILDING | GEN | GENERAL | PS | PROJECTION SCREEN | |
| | INSULATION, RIGID | BLK BLKG | BLOCK BLOCKING | GI GL | GALVANIZED IRON GLASS | PT PTD | POINT, PAINT PAPER TOWEL DISPENSER | |
| | INOULATION, MOID | BM | BEAM | GLB GLZ | GLUE LAMINATED BEAM GLAZING | PTDR | COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE | |
| | MORTAR, PLASTER, SAND | BOF BOM | BOTTOM OF FRAME BOTTOM OF MASONRY | GMU | GLAZED MASONRY UNIT | PTN | PARTITION | |
| | | BOTT BRG | BOTTOM BEARING | GND GR | GROUND GRADE | PTR PVMT | PAPER TOWEL RECEPTACLE PAVEMENT | |
| | MDF | BSMT | BASEMENT | GYP GYP BD | GYPSUM BOARD (SCHEDULES ONLY) GYPSUM BOARD | PWP | PLASTIC WALL PROTECTION | |
| | | BUR | BUILT UP ROOF | | | QT | QUARRY TILE | |
| | PLYWOOD | C CAB | COURSES CABINET | H HB | HIGH HOSE BIB | R | RISER, RADIUS | |
| | | СВ | CATCH BASIN, CHALKBOARD | HC | HOLLOW CORE, HANDICAP (ACCESSIBLE) | R&S RAF | CLOSET ROD & SHELF RESILIENT ATHLETIC FLOORING | |
| | WOOD, FINISH | CC CEM | CUBICLE CURTAIN & TRACK CEMENT | HD HDW | HEAD HARDWARE | RB | RUBBER BASE | |
| | WOOD FRAMING | CER CG | CERAMIC CORNER GUARD | HDWD HORIZ | HARDWOOD HORIZONTAL | RCP RD | REFLECTED CEILING PLAN ROOF DRAIN | |
| | Continuous member | CI | CAST IRON | HSS | HOLLOW STEEL SECTION | RDO REBAR | ROOF DRAIN, OVERFLOW REINFORCING BAR | |
| $\overline{}$ | WOOD FRAMING | CIP CJ | CAST-IN-PLACE CONCRETE CONTROL JOINT | HT HTG | HEIGHT HEATING | RECD | RECEIVED | |
| | Interrupted member | CLG CLKG | CEILING CAULKING | HVAC | HEATING/ VENTILATING/ AIR CONDITIONING | REF REFL | REFERENCE REFLECTED | |
| S | | CLO | CLOSET | HWH(T) | HOT WATER HEATER (TANK) | REFR REINF | REFRIGERATOR REINFORCE(D)(ING) | |
| | | CLR CMU | CLEAR, COLOR CONCRETE MASONRY UNIT | I/S | INSIDE | REQD | REQUIRED | |
| | STUD WALL | CNTR CO | COUNTER CLEANOUT | ID INCL | INSIDE DIAMETER (DIM) INCLUDE | RESIL RF | RESILIENT ROOF | |
| | BRICK | COL | COLUMN | INFO | INFORMATION | RFT RH | RESILIENT FLOORING TILE ROBE HOOK | |
| | CONCRETE MASONRY UNIT | COMBO COMP | COMBINATION TPD, SNR, & SCD COMPOSITION, COMPOSITE | INT | INSULATION INTERIOR | RM | ROOM | |
| A A' | CONCRETE | CONC CONN | CONCRETE CONNECTION | INTERCOM | INTERCOMMUNICATION | RO RSD | ROUGH OPENING RECESSED SOAP DISPENSER | |
| | | CONST | CONSTRUCTION | JAN | JANITOR JOIST | RST | RUBBER STAIR TREAD RIGHT | |
| | | CONT CONTR | CONTINUOUS CONTRACTOR | JST JT | JOINT | RT RWL | RAIN WATER LEADER | |
| | | COORD CORR | COORDINATE CORRIDOR | KIT | KITCHEN | S | SOUTH | |
| | | CPT | CARPET | | LENGTH, LONG | SC SCD | SOLID CORE SEAT COVER DISPENSER | |
| | | CT CTR | CERAMIC TILE CENTER | LAB | LABORATORY | SCHED | SCHEDULE | |
| | | CW | CURTAIN WALL | LAM LAV | LAMINATE LAVATORY | SD SDG | SOAP DISPENSER SIDING | |
| | | D | DEEP, DEPTH | LKR | LOCKER LIQUID MARKING SURFACE | SECT SHR | SECTION SHOWER | |
| | | DBL DEMO | DOUBLE DEMOLISH, DEMOLITION | LN | LINOLEUM | SHT | SHEET | |
| | | DET DF | DETAIL DRINKING FOUNTAIN | LT LV | LIGHT, LEFT LOUVER | SHTG SIM | SHEETING / SHEATHING SIMILAR | |
| | | DIA | DIAMETER | МАСЫ | MACHINE | SLR | SEALER SANITARY NARKIN DISPENSER | |
| | | DIAG DIM | DIAGONAL DIMENSION | MACH MATL | MATERIAL | SND SNR | SANITARY NAPKIN DISPENSER SANITARY NAPKIN RECEPTACLE | |
| | | DISP DIV | DISPOSAL DIVISION | MAX MB | MAXIMUM MARKING BOARD | SPEC SQ | SPECIFICATION SQUARE | |
| | | DN | DOWN | MBR MC | MEMBER MEDICINE CABINET | SS SSK | SOLID SURFACE SERVICE SINK | |
| | | DP DR | DAMPPROOF(ING) DOOR | MCSP | MINERAL COMPOSITE SCULPTURAL PANEL | SST | STAINLESS STEEL | |
| | | DS | DOWNSPOUT | MDF MECH | MEDIUM DENSITY FIBERBOARD MECHANICAL | STD STL | STANDARD STEEL | |
| | | DSP DWG | DRY STANDPIPE DRAWING | MED | MEDIUM | STN | STAIN | |
| | | DWR | DRAWER | MEMB MEZZ | MEMBRANE MEZZANINE | STOR STRFT | STORAGE STOREFRONT | |
| | | E | EAST | MFR MH | MANUFACTURER MANHOLE, MOP HOLDER | STRUCT SUB | STRUCTURAL SUBSTITUTE | |
| | | EA EHD | EACH ELECTRIC HAND/ HAIR DRYER | MIN | MINIMUM | SUSP | SUSPENDED | |
| | | EJ EL | EXPANSION JOINT ELEVATION | MIR MIR-S | MIRROR MIRROR W/ SHELF | SV SWC | SHEET VINYL SANITARY WALL COVERING | |
| | | ELEC | ELECTRICAL | MISC MO | MISCELLANEOUS MASONRY OPENING | SYM SYS | SYMMETRICAL SYSTEM | |
| | | ELEV EM | ELEVATOR ENTRY MAT | MT(D) | MOUNT(ED) | | | |
| | | EMB EMER | ENAMELIZED MARKING BOARD EMERGENCY | MTL MUL | METAL MULLION | T TB | TREAD, TEE TOWEL BAR, TACK BOARD | |
| | | ENCL | ENCLOSURE | N | NORTH | TC TEL | TOP OF CURB TELEPHONE | |
| | | EP EPT | ELECTRICAL PANELBOARD, EPOXY PAINT EPOXY PAINT | NAT | NATURAL | TEMP | TEMPORARY | |
| | | EQ | EQUAL | NIC NO | NOT IN CONTRACT NUMBER | TERR TF | TERRAZZO TOP OF FOOTING | |
| | | EQUIP EW | EQUIPMENT EYEWASH | NOM | NOMINAL | THK | THICK | |
| | | EWC EXC | ELECTRIC WATER COOLER EXCAVATE | NTS | NOT TO SCALE | THRU TOF | THROUGH TOP OF FRAME | |
| | | EXH | EXHAUST | | | TOM TP | TOP OF MASONRY TOP OF PAVEMENT | |
| | | EXIST EXP | EXISTING EXPANSION | | | TPD | TOILET PAPER DISPENSER | |
| | | | EV. D. C. C. E. | | | TR | TOWEL RACK | |
| | | EXPO EXT | EXPOSED EXTERIOR | | | TS | TUBE STEEL | |
| | | | | | | TS TV TVB | TUBE STEEL TELEVISION TELEVISION BRACKET | |

Solon GARY S. WOLF of AR257
AROFESSIONA



DRIVEWAY



PERIMETER & REFERENCE PLAN

GENERAL NOTES

2. ALL SIDES OF BUILDING ACCESSIBLE BY VEHICLE FOR WORK.

3. ALL EXITS TO REMAIN FUNCTIONAL THROUGHOUT COURSE OF

4. REFER TO SITE IMAGES AND LIDAR SCAN

----- OVERHANG / CANOPY

ALTERNATE 1

CONDITIONS AND LOCATIONS

LEGEND

<u>____</u>

HTTP:https://my.matterport.com/show/?m=fVNsoQApL2f FOR ADDITIONAL EXISTING CONDITIONS INFORMATION.

REFERENCE PHOTO SEE SHEET A1.11 / 1.12

EXTENT OF WAINSCOT REPLACEMENT

REINSTALL CORRODED HANDRAIL--ALT 1

VALDEZ

SHEET CONTENTS **EXISTING CONDITIONS**

PREPARE FOR & INSTALL EXPANSION JOINT. V12



REMOVE/REPLACE BUCKLED SIDING, PREPARE FOR EXPANSION JOINTS. REMOVE LOWER COURSES OF SIDING & TRIMS, PREP FOR MASONRY VENEER. PROTECT PLUMBING & ELECTRICAL ACCESSORIES; PREPARE FOR NEW FINISH.

3. ALL ITEMS NOTED "SALVAGE" TO BE PROTECTED FOR REINSTALLATION OR PRESENTED TO OWNER AT A LOCATION OF

6. DASHED LINES/DIAGONAL FILLS INDICATE LOCATIONS OF DEMOLITION/RENOVATION.

7. PIPE RAILINGS AND HM DOORS SHOWN FOR REFINISH TO BE REMOVED, PREPPED AND RECEIVE PRIMER AND FINISH COATS PRIOR

EXPOSED BY DEMOLITION, FINISH TO LEVEL MATCHING ADJACENT

10. PROTECT LANDSCAPE AS NEEDED DURING COURSE OF PROJECT.



DEMO PLAN SHEET NOTES--APPLIES TO A1.1, A1.2, A2.0, A2.1, A2.2

1. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH EXTENT OF REMOVAL/DEMOLITION.

2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.

THEIR CHOOSING.

4. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.

5. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.

TO REINSTALLATION.

8.RETAIN ALL LAP SIDING ATTACHMENT COMPONENTS FOR REINSTALLATION.

9. WHERE UNFINISHED WALL, FLOOR, OR CEILING AREAS ARE

11. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.

2/18/2025 2:12:47 PM

CLEAN ALL SIDING, REMOVE ALL DIRT, STAINS, MILDEW -

CLEAN ALL SIDING,

REMOVE ALL DIRT, STAINS, MILDEW —

PREPARE FOR & INSTALL EXPANSION JOINT.

— REFINISH HM FRAMES/DOORS--ALT 1

REPAIR AREA OF

DAMAGED SIDING

STRIP, PRIME & PT WOOD WINDOW FRAME--ALT 1

REPAIR GAPPED SIDING

REFINISH CORRODED HANDRAIL--ALT 1

PROTECT LANSCAPE, AS NEEDED DURING COURE OF PROJECT.

<u>LEGEND - DEMO PLANS</u>

---- DEMO ITEM (WALL, DOOR, WINDOW, ETC.)

DEMO SIDING AND/OR FINISH

CLEAN SOFFIT

REPAIR/REPLACE DAMAGED SOFFIT

REMOVE AREAS OF BUCKLED SIDING AND TRIM; REPLACE

WITH RELOCATED SIDING AND NEW

REPLACE DAMAGED TRIMS, MATCH EXIST.

REMOVE DAMAGED SIDING AND TRIMS;

PREPARE FOR NEW MASONRY PANEL

INSTALLATION.

TRIMS.

PANEL, ALT. 2

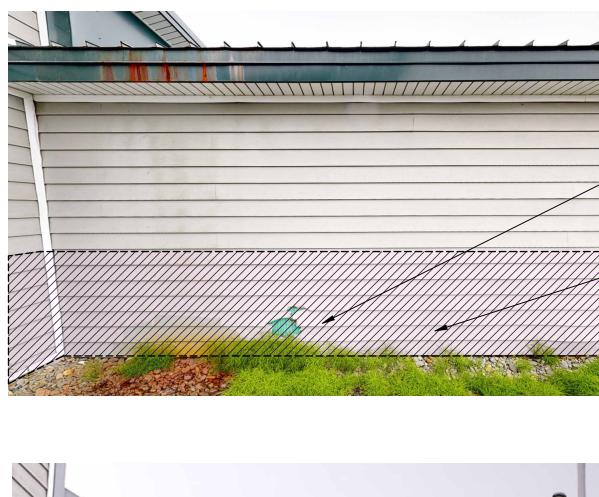
VALDEZ

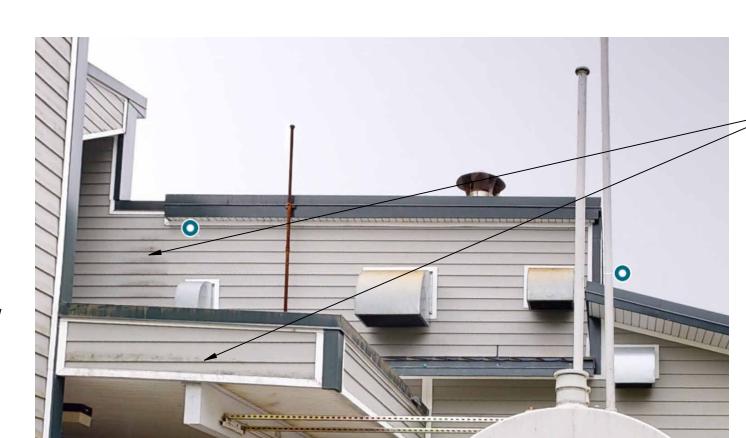
THUMAN.

- PROTECT LANDSCAPE.

REMOVE AREAS OF BUCKLED SIDING AND TRIM; REPLACE WITH RELOCATED SIDING AND NEW TRIMS.

INSTALLATION.









REMOVE DAMAGED SIDING, EXAMINE AND

NEEDED.

REPAIR SUBSTRATE AND WEATHER BARRIER AS

REMOVE SIDING IN AREA OF NEW WAINSCOT;

PREPARE SUBSTRATE AND WEATHER BARRIER ACCORDINGLY.





- CLEAN ALL STAINED, MILDEWED & DIRTY SIDING; PREPARE FOR & INSTALL EXPANSION

JOINT.

V7



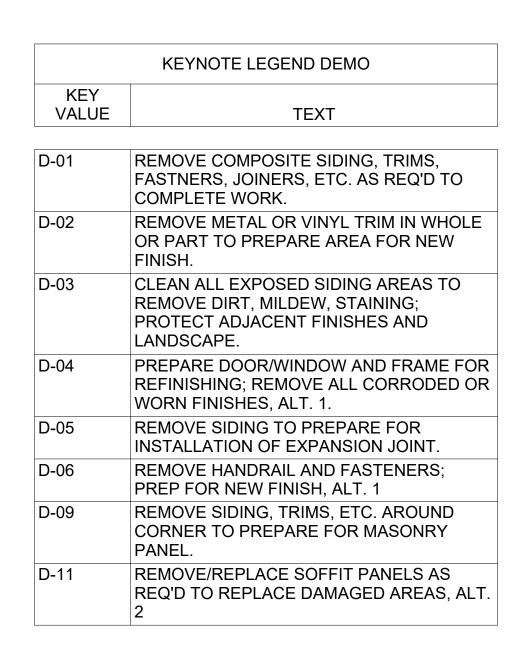
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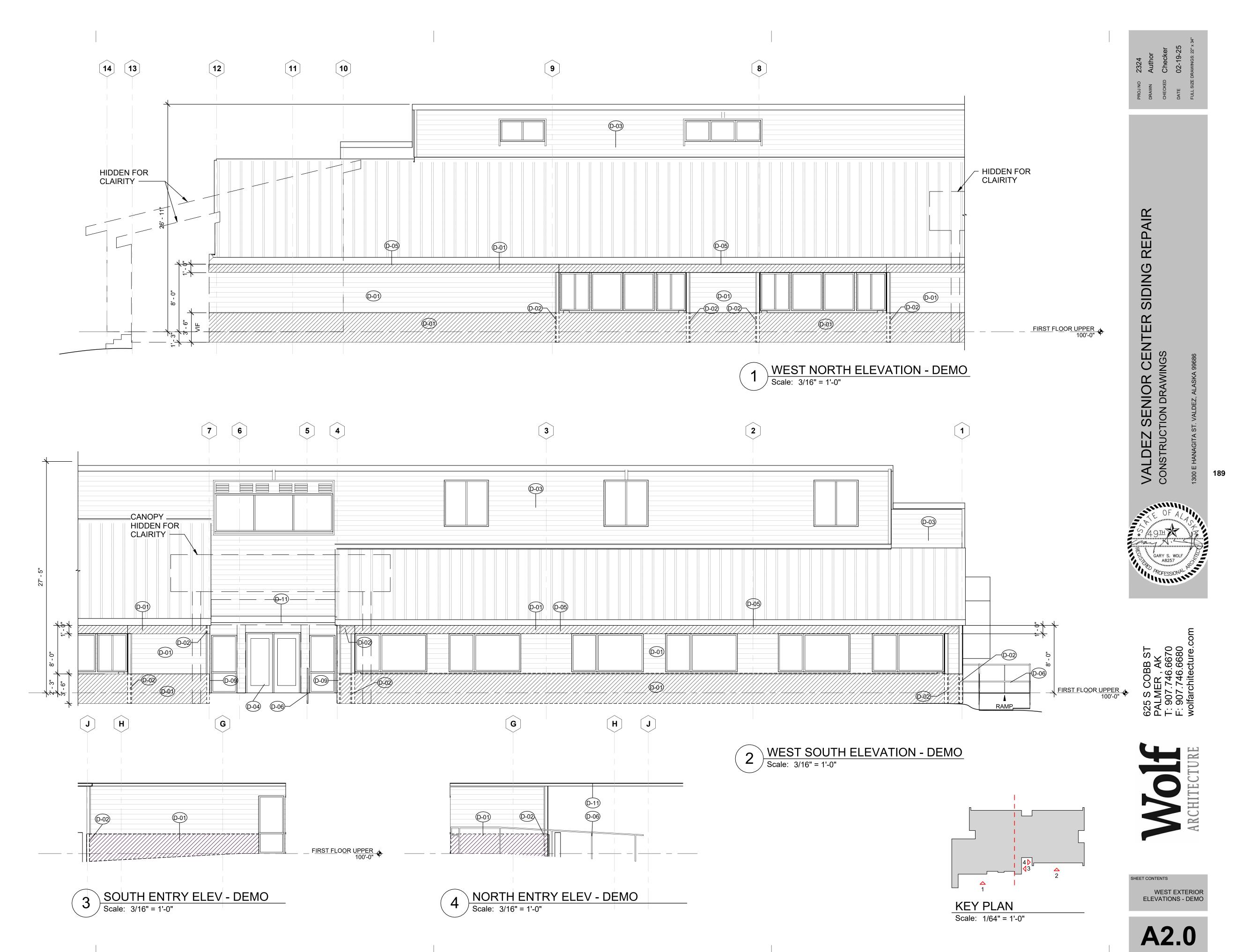
SHEET CONTENTS EXISTING CONDITIONS

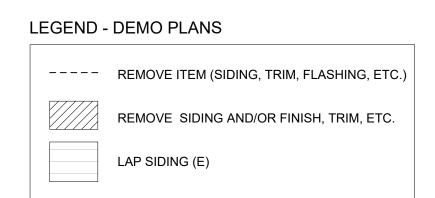
AB257
AOFESSIONAL

DEMO PLAN SHEET NOTES

- 1. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH EXTENT OF REMOVAL/DEMOLITION.
- 2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.
- 3. ALL SIDING TO BE CLEANED PRIOR TO BEGINING DEMOLITION. WASH ALL WINDOWS AFTER CLEANING AND AGAIN AT SUBSTANTIAL COMPLETION.
- 4. CONTRACTOR TO REMOVE ALL SIDING, TRIMS/FLASHINGS, ETC. AS NEEDED TO COMPLETE INSTALLATION OF NEW FINISHES. PROTECT AND STORE SALVAGED COMPONENTS FOR REINSTALLATION ELSEWHERE.
- 5. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.
- 6. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.
- 7. DASHED LINES/DIAGONAL FILLS INDICATE LOCATIONS OF DEMOLITION/RENOVATION.
- 8. PIPE RAILINGS AND HM DOORS SHOWN FOR REFINISH TO BE REMOVED, PREPPED AND RECEIVE PRIMER AND FINISH COATS PRIOR TO REINSTALLATION, ALT.1
- 9. REMOVE SOFFIT PANELS AS REQUIRED IN AREAS NOTED TO FACILITATE REPLACEMENT OF DAMAGED PANELS, ALT. 2
- 10. PROTECT LANDSCAPE AS NEEDED THROUGHOUT EXTENT OF PROJECT.
- 11. EXAMINE, PROTECT, AND PREPARE ALL MECH/ELECT FOR NEW OR REINSTALLED FINISHES.
- 12. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.

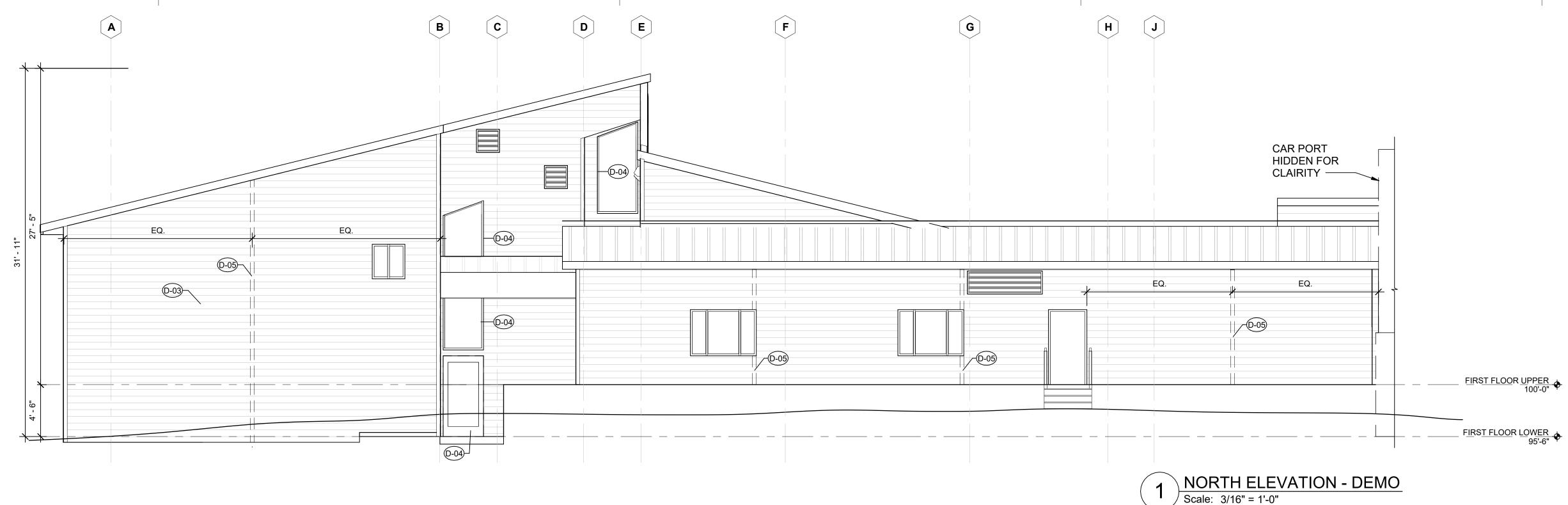


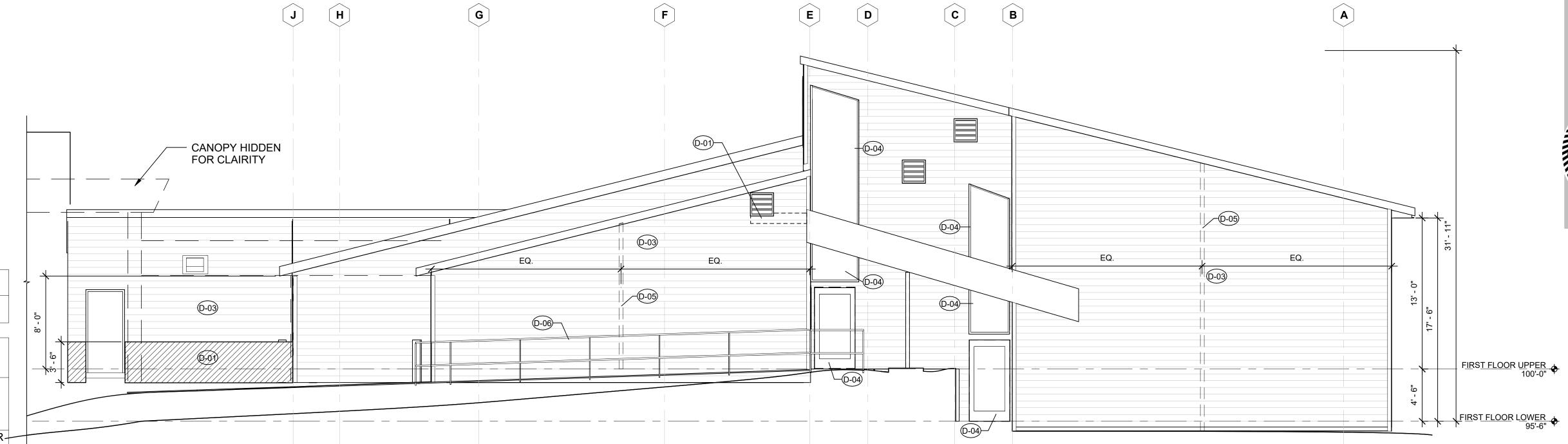




DEMO PLAN SHEET NOTES

- CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH EXTENT OF REMOVAL/DEMOLITION.
- 2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.
- 3. ALL SIDING TO BE CLEANED PRIOR TO BEGINING DEMOLITION. WASH ALL WINDOWS AFTER CLEANING AND AGAIN AT SUBSTANTIAL COMPLETION.
- 4. CONTRACTOR TO REMOVE ALL SIDING, TRIMS/FLASHINGS, ETC. AS NEEDED TO COMPLETE INSTALLATION OF NEW FINISHES. PROTECT AND STORE SALVAGED COMPONENTS FOR REINSTALLATION ELSEWHERE.
- 5. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.
- 6. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.
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- 12. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.

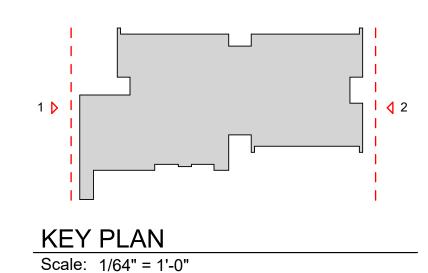




KEYNOTE LEGEND DEMO VALUE **TEXT** REMOVE COMPOSITE SIDING, TRIMS, FASTNERS, JOINERS, ETC. AS REQ'D TO COMPLETE WORK. CLEAN ALL EXPOSED SIDING AREAS TO REMOVE DIRT, MILDEW, STAINING; PROTECT ADJACENT FINISHES AND LANDSCAPE. PREPARE DOOR/WINDOW AND FRAME FOR REFINISHING; REMOVE ALL CORRODED OR WORN FINISHES, ALT. 1. REMOVE SIDING TO PREPARE FOR INSTALLATION OF EXPANSION JOINT. REMOVE HANDRAIL AND FASTENERS;

PREP FOR NEW FINISH, ALT. 1

2 SOUTH ELEVATION - DEMO



REPAIR

SIDING

CENTER

VALDEZ

THUMB.

NORTH AND SOUTH
EXTERIOR ELEVATION DEMO

A2.1



REPAIR

CENTER SENIOR TION DRAWII VALDEZ

SIDING

THUMAN.

191



EAST EXTERIOR ELEVATIONS - DEMO

LEGEND - DEMO PLANS

---- DEMO ITEM (WALL, DOOR, WINDOW, ETC.) DEMO SIDING AND/OR FINISH

DEMO PLAN SHEET NOTES--APPLIES TO A1.1, A1.2, A2.0, A2.1, A2.2

1. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH EXTENT OF REMOVAL/DEMOLITION.

2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.

3. ALL ITEMS NOTED "SALVAGE" TO BE PROTECTED FOR REINSTALLATION OR PRESENTED TO OWNER AT A LOCATION OF THEIR CHOOSING.

4. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.

5. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.

6. DASHED LINES/DIAGONAL FILLS INDICATE LOCATIONS OF DEMOLITION/RENOVATION.

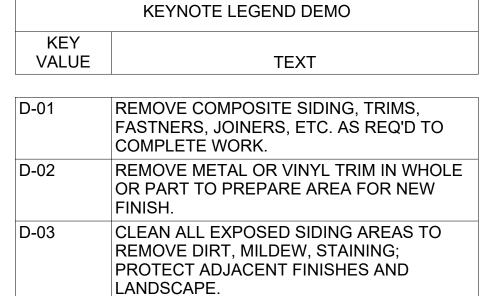
7. PIPE RAILINGS AND HM DOORS SHOWN FOR REFINISH TO BE REMOVED, PREPPED AND RECEIVE PRIMER AND FINISH COATS PRIOR TO REINSTALLATION.

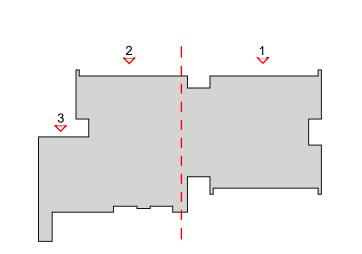
8.RETAIN ALL LAP SIDING ATTACHMENT COMPONENTS FOR REINSTALLATION.

9. WHERE UNFINISHED WALL, FLOOR, OR CEILING AREAS ARE EXPOSED BY DEMOLITION, FINISH TO LEVEL MATCHING ADJACENT FINISHES.

10. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.



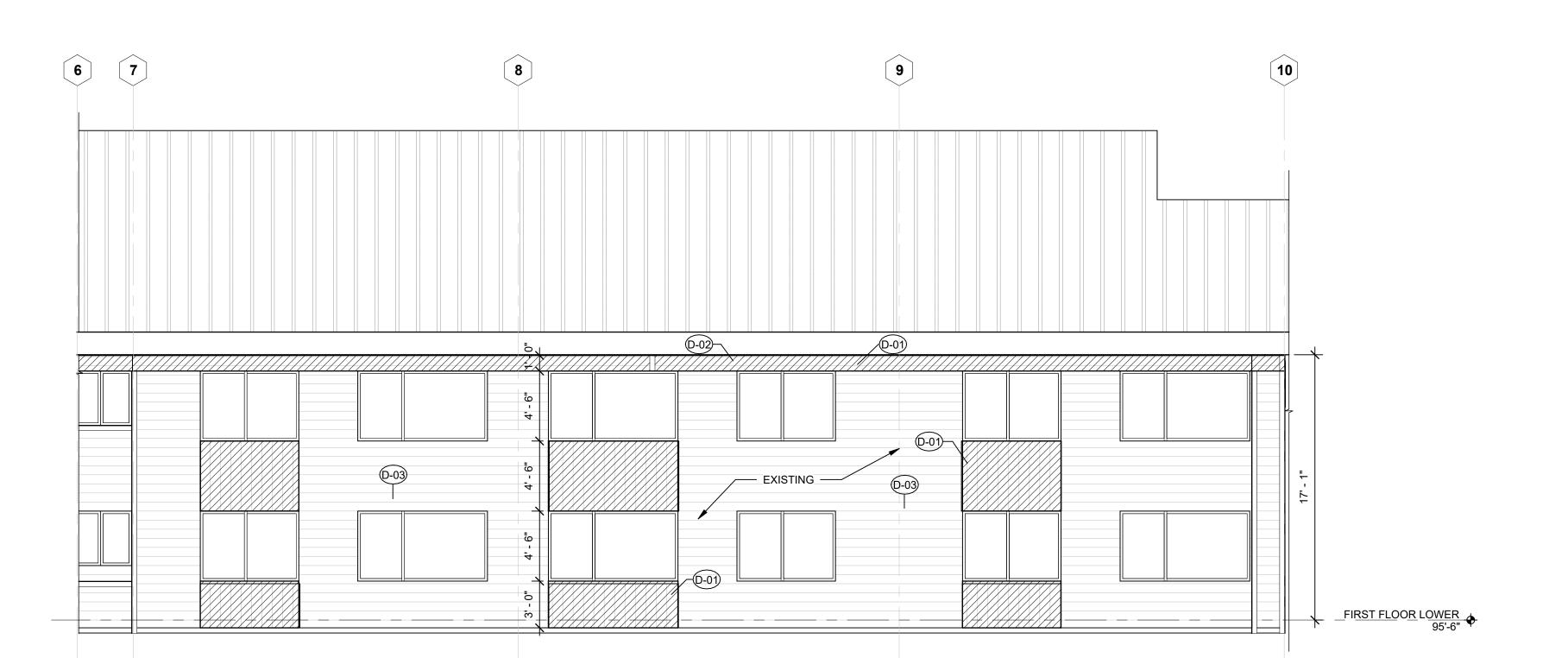


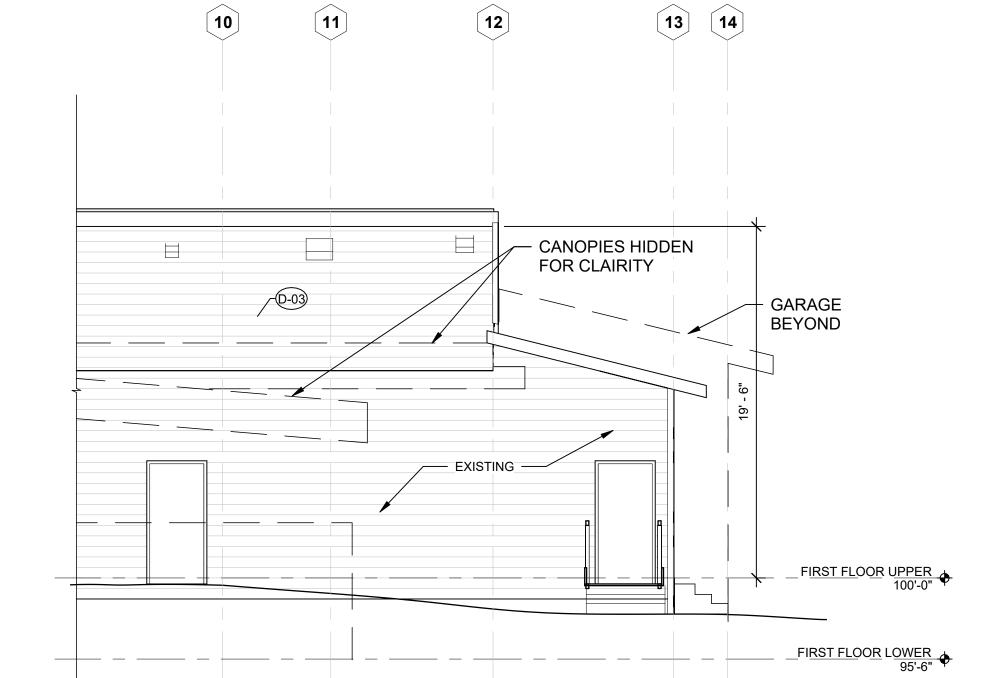


EAST ELEVATION 1 - DEMO

KEY PLAN Scale: 1/64" = 1'-0"

10





EAST ELEVATION 2 - DEMO (2) EAS | LLL | Scale: 3/16" = 1'-0"

Scale: 3/16" = 1'-0"

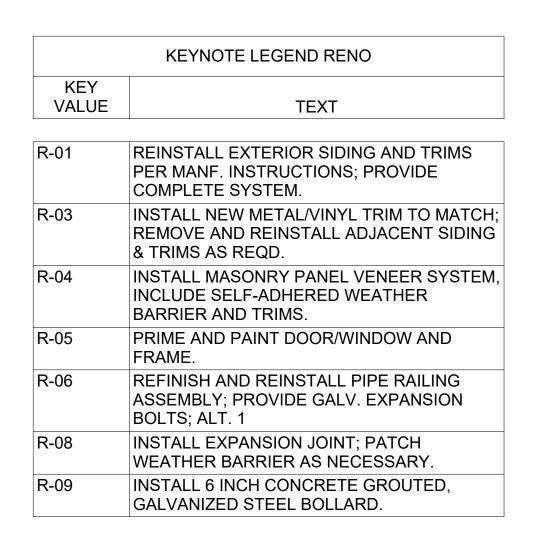
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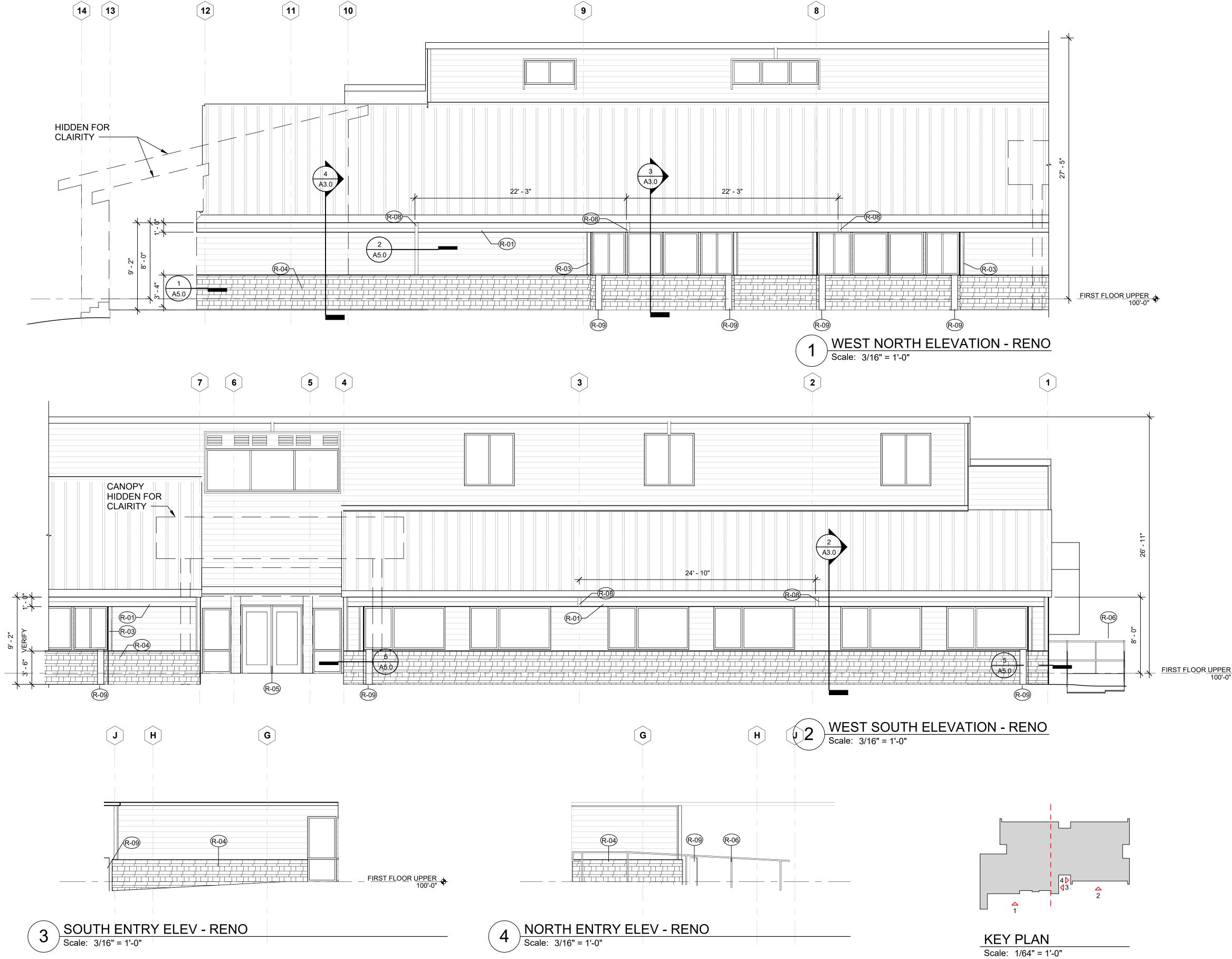
EXTERIOR ELEVATION GENERAL NOTES

1. ALL SIDING TO BE FREE OF DIRT AND STAINS.

FOR ADDITIONAL INFORMATION.

- INSTALL SALVAGED COMPOSITE SIDING PER MANF. INSTALLATION INSTRUCTIONS. ENSURE ALL FASTENERS AND CLIPS MEET SPECIFICATION.
- 3. LOCATION AND SPACING OF SIDING COURSE PATTERNS, MASONRY PANELS, AND EXPANSION JOINTS, ETC., ARE TO BE AS SHOWN ON EXTERIOR ELEVATIONS. WHERE NOT DIMENSIONED OR DETAILED, MATERIAL JOINTS ARE TO BE EQUALLY SPACED AND/OR CENTERED/ALIGNED W/ ADJACENT ELEMENT AS SHOWN.
- USE MASONRY PANEL SYSTEM TRIMS FOR ALL TRANSITIONS, TRIMS, AND ESCUTCHEONS.
- CONTRACTOR RESPONSIBLE FOR IDENTIFYING AND PLANNING FOR ALL PLUMBING, VENTILATION, AND ELECTRICAL APPURTENANCE TRIMS. VERIFY IN FIELD BEFORE ORDERING.
- 6. WEATHER BARRIER SHALL BE CONTINUOUS AND ALL JOINTS AND SPICES SEALED.
- 7. ALL DIMENSIONS ARE TAKEN FROM OWNER'S AS-BUILT DRAWINGS. CONTRACTOR RESPONSIBLE TO VERIFY IN FIELD PRIOR TO ORDERING MATERIALS.
- 8. EXTERIOR WALL FINISHES EXTEND FULL HEIGHT TO SOFFITS (NOT SHOWN WHERE EAVES OBSCURE VIEW). SEE BUILDING SECTIONS & DETAILS.
- 9. REVIEW LIDAR SCAN OF EXISTING CONDITIONS: https://my.matterport.com/show/?m=fVNsoQApL2f



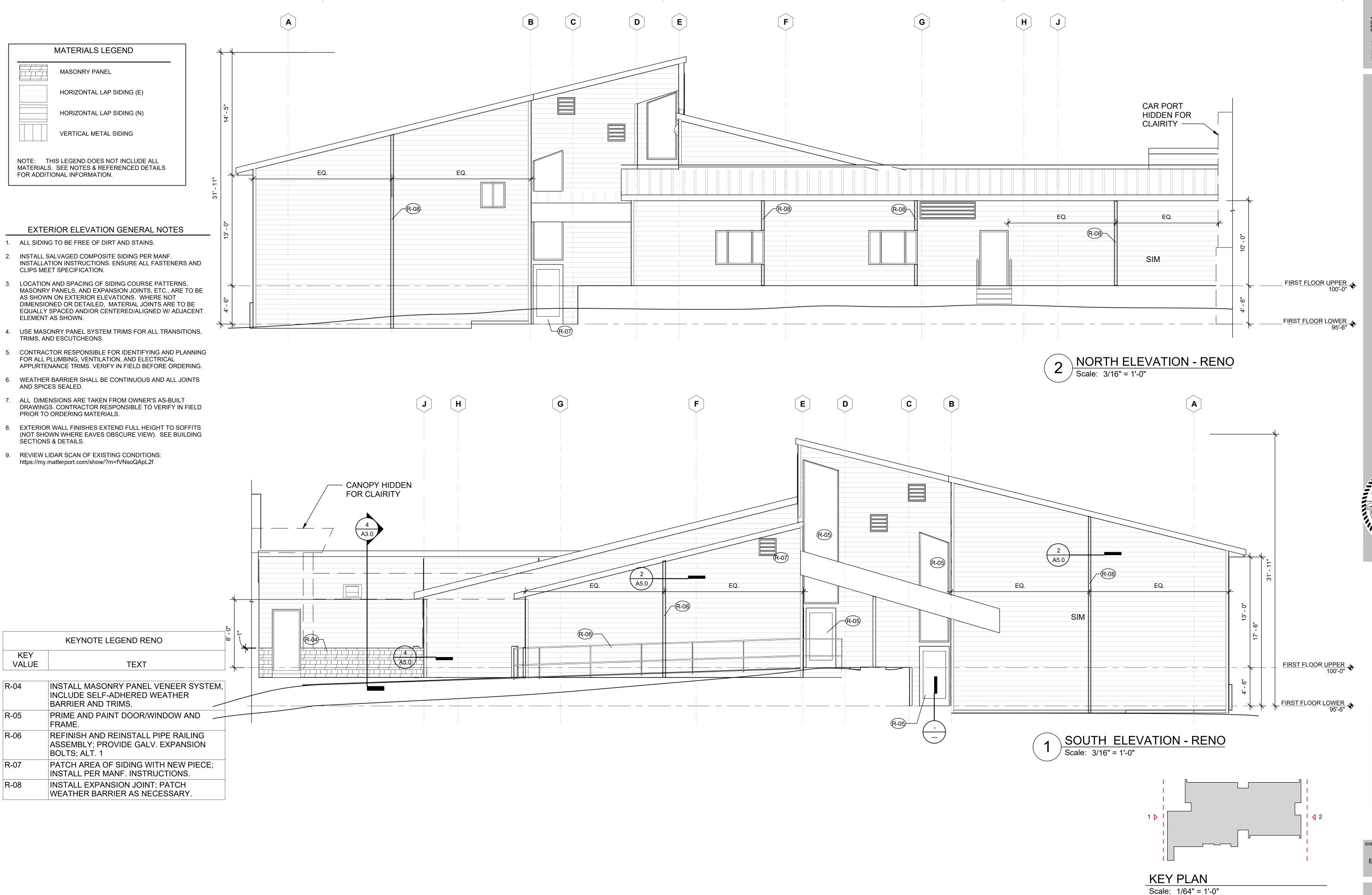


REPAIR SIDING CENTER

SENIOR TION DRAWI VALDEZ

THIRD .

SHEET CONTENTS WEST EXTERIOR ELEVATIONS - RENO



CHECKED Checker

DATE 02-19-25
FULL SIZE DRAWINGS: 22" x 34"

R SIDING REPAIR

VALDEZ SENIOR CENTER CONSTRUCTION DRAWINGS

OF A

MER, AK 07.746.6670 07.746.6680 farchitecture.com

Wolfferning

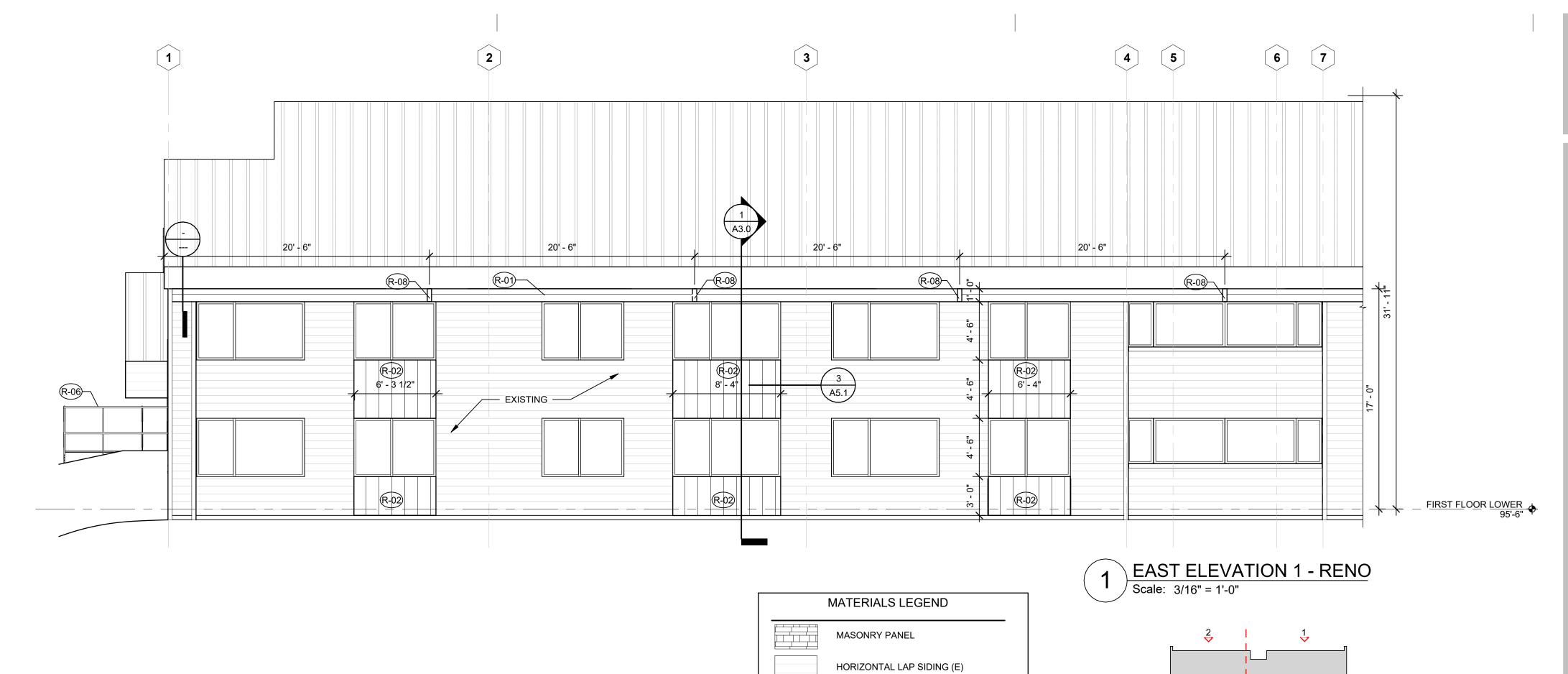
NORTH AND SOUTH
EXTERIOR ELEVATIONS
- RENO

A2.4

- 1. ALL SIDING TO BE FREE OF DIRT AND STAINS.
- 2. INSTALL SALVAGED COMPOSITE SIDING PER MANF.
 INSTALLATION INSTRUCTIONS. ENSURE ALL FASTENERS AND
 CLIPS MEET SPECIFICATION.
- 3. LOCATION AND SPACING OF SIDING COURSE PATTERNS, MASONRY PANELS, AND EXPANSION JOINTS, ETC., ARE TO BE AS SHOWN ON EXTERIOR ELEVATIONS. WHERE NOT DIMENSIONED OR DETAILED, MATERIAL JOINTS ARE TO BE EQUALLY SPACED AND/OR CENTERED/ALIGNED W/ ADJACENT ELEMENT AS SHOWN.
- 4. USE MASONRY PANEL SYSTEM TRIMS FOR ALL TRANSITIONS, TRIMS, AND ESCUTCHEONS.
- 5. CONTRACTOR RESPONSIBLE FOR IDENTIFYING AND PLANNING FOR ALL PLUMBING, VENTILATION, AND ELECTRICAL APPURTENANCE TRIMS. VERIFY IN FIELD BEFORE ORDERING.
- 6. WEATHER BARRIER SHALL BE CONTINUOUS AND ALL JOINTS AND SPICES SEALED.
- 7. ALL DIMENSIONS ARE TAKEN FROM OWNER'S AS-BUILT DRAWINGS. CONTRACTOR RESPONSIBLE TO VERIFY IN FIELD PRIOR TO ORDERING MATERIALS.
- 8. EXTERIOR WALL FINISHES EXTEND FULL HEIGHT TO SOFFITS (NOT SHOWN WHERE EAVES OBSCURE VIEW). SEE BUILDING SECTIONS & DETAILS.
- REVIEW LIDAR SCAN OF EXISTING CONDITIONS: https://my.matterport.com/show/?m=fVNsoQApL2f

| KEYNOTE LEGEND RENO | | | |
|---------------------|--|--|--|
| KEY VALUE | TEXT | | |
| | | | |
| R-01 | REINSTALL EXTERIOR SIDING AND TRIMS PER MANF. INSTRUCTIONS; PROVIDE COMPLETE SYSTEM. | | |
| R-02 | INSTALL NEW METAL PANEL SIDING AND TRIMS. | | |
| R-06 | REFINISH AND REINSTALL PIPE RAILING ASSEMBLY; PROVIDE GALV. EXPANSION BOLTS; ALT. 1 | | |
| R-08 | INSTALL EXPANSION JOINT; PATCH | | |

WEATHER BARRIER AS NECESSARY.

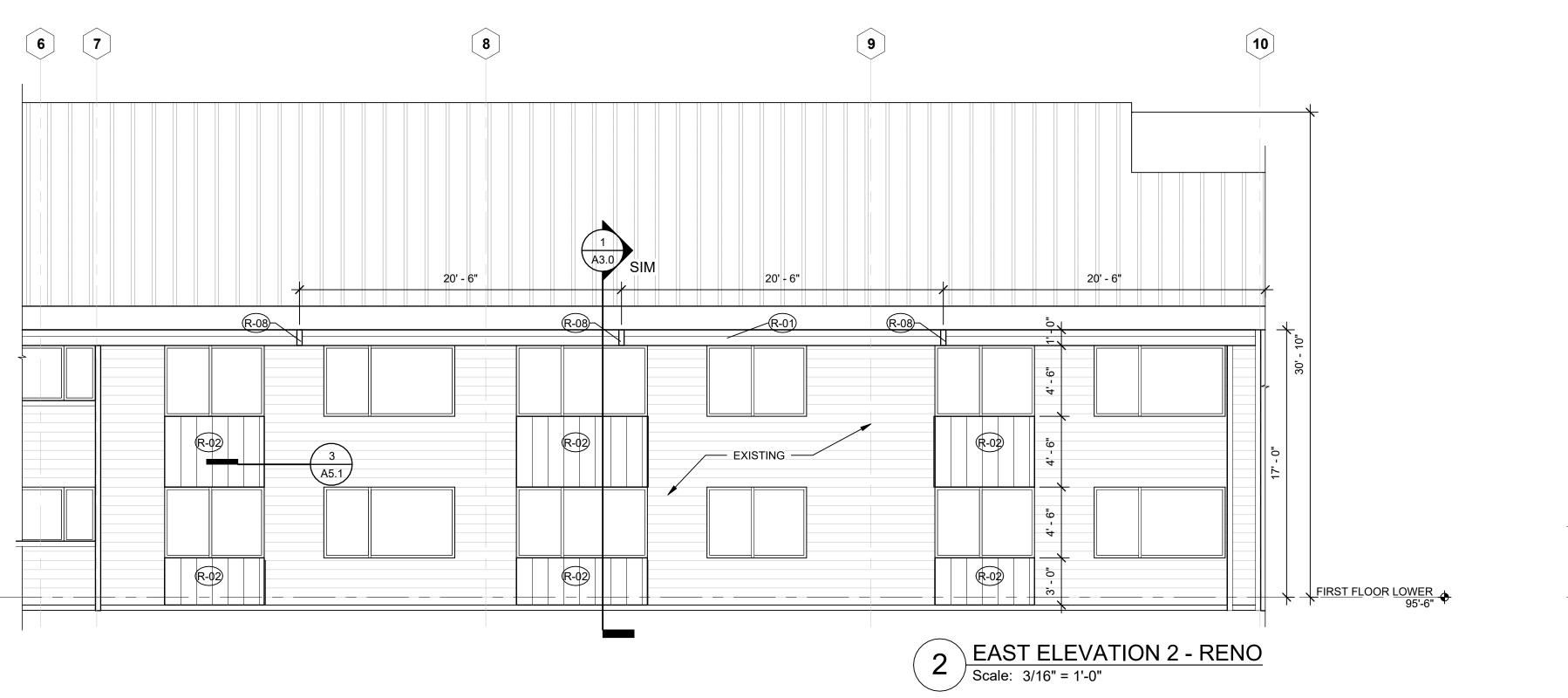


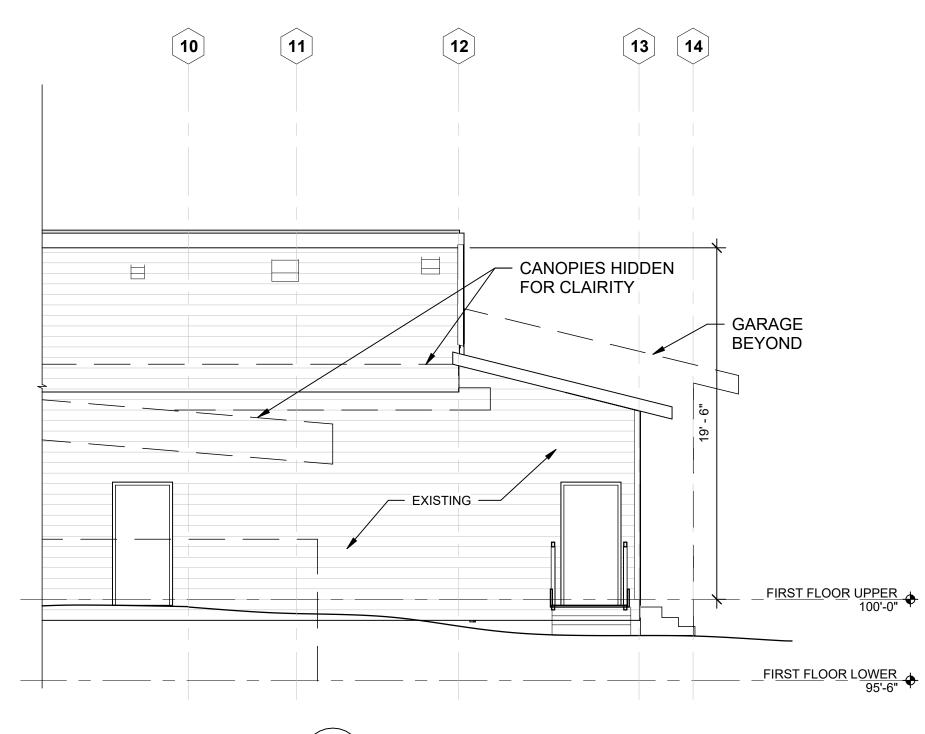
HORIZONTAL LAP SIDING (N)

VERTICAL METAL SIDING

NOTE: THIS LEGEND DOES NOT INCLUDE ALL MATERIALS. SEE NOTES & REFERENCED DETAILS

FOR ADDITIONAL INFORMATION.





KEY PLAN

Scale: 1/64" = 1'-0"

3 EAST ELEVATION 3 - RENO
Scale: 3/16" = 1'-0"

PROJ NO 2324

DRAWN Author

CHECKED Checker

DATE 02-19-25

SENIOR CENTER SIDING REPAIR

VALDEZ

E HANAGITA ST. VALD

OF A 49IH

GARY S. WOLF

AND A 88257

ROFESSIONA

25 S COBB ST ALMER, AK 907.746.6670 907.746.6680

Wolf Fried

EAST EXTERIOR
ELEVATIONS - RENO

A2.5



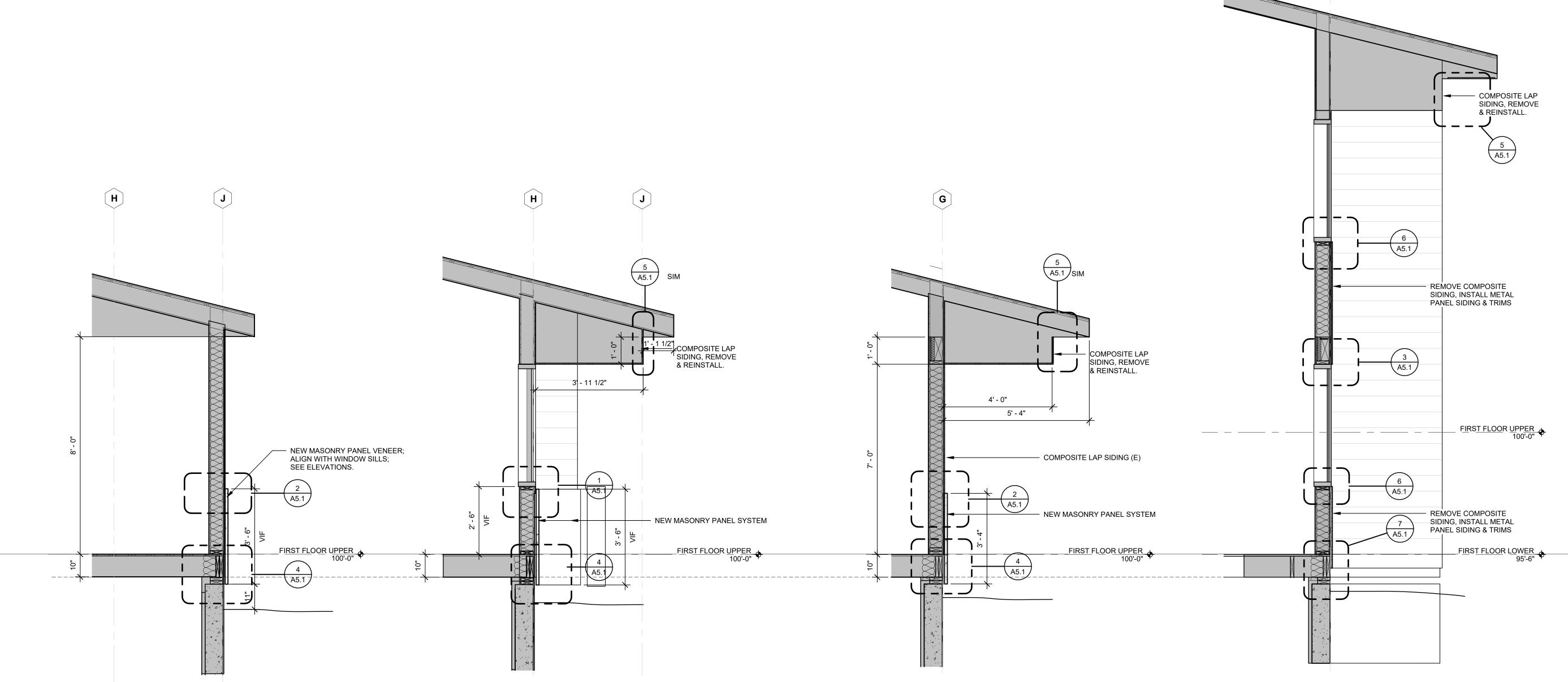


SHEET CONTENTS WALL SECTIONS

WALL SECTION 1

NOTE: BUILDING SECTIONS ARE SHOWN FOR REFERENCE ONLY, BASED OFF OF EXISTING DRAWINGS. NO NEW STRUCTURAL WORK IS

BEING DONE FOR THE RENOVATION.



2 WALL SECTION 2
| Scale: 1/2" = 1'-0"

WALL SECTION 3

Scale: 1/2" = 1'-0"

WALL SECTION 4
Scale: 1/2" = 1'-0"

- MASONRY PANEL, ALTERNATE OVERLAP BOTH SIDES; INSTALL PER MANF. INSTRUCTIONS

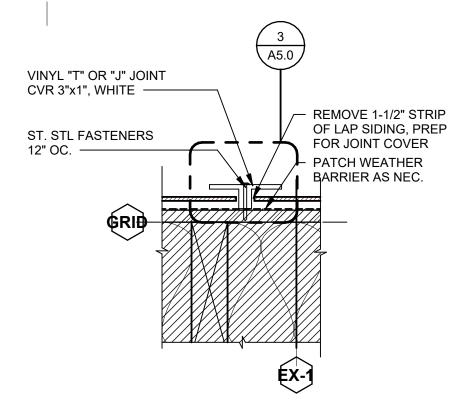
- SEAL ALL JOINTS WITH MATCHING

TEXTURED FINISHING ADHESIVE

VALDEZ

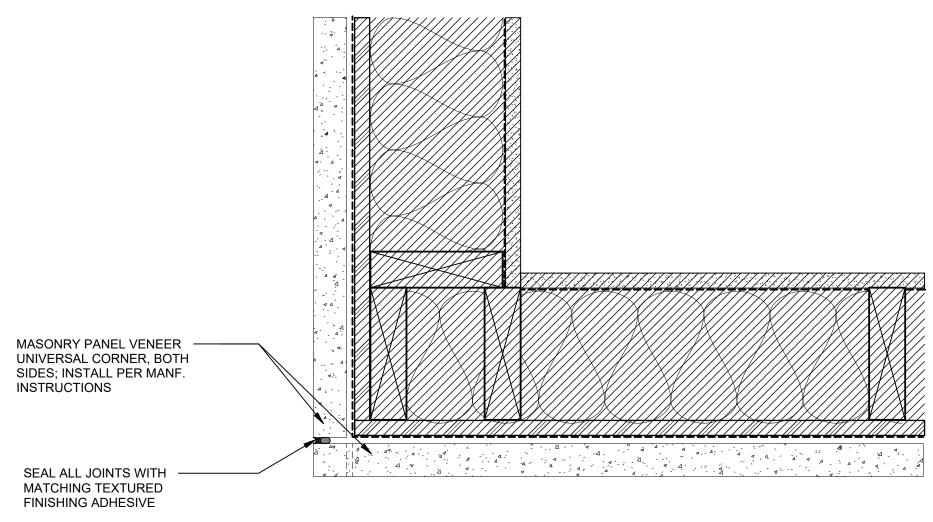
SHEET CONTENTS EXTERIOR DETAILS

A5.0

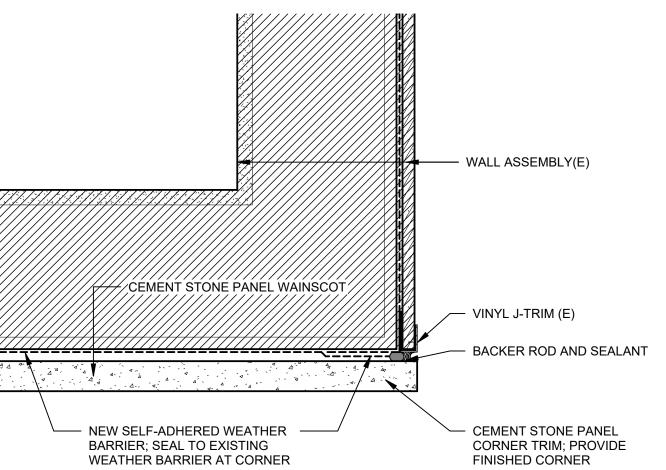


COMPOSITE SIDING EXPANSION JT Scale: 3" = 1'-0"





TYP. MASONRY PANEL OUTSIDE CORNER DETAIL Scale: 3" = 1'-0"



MASONRY PANEL/SIDING OUTSIDE 5 CORNER Scale: 3" = 1'-0"

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SEALANT AND BACKER ROD

- J-TRIMS INSTALLED BACK TO BACK

PRE-DRILL FOR PAN-HEAD FASTENERS

JOINT COVER--OPTIONS

SENIOR TION DRAWI

Solon GARY S. WOLF of AR257
AROFESSIONA

SHEET CONTENTS EXTERIOR SECTION DETAILS

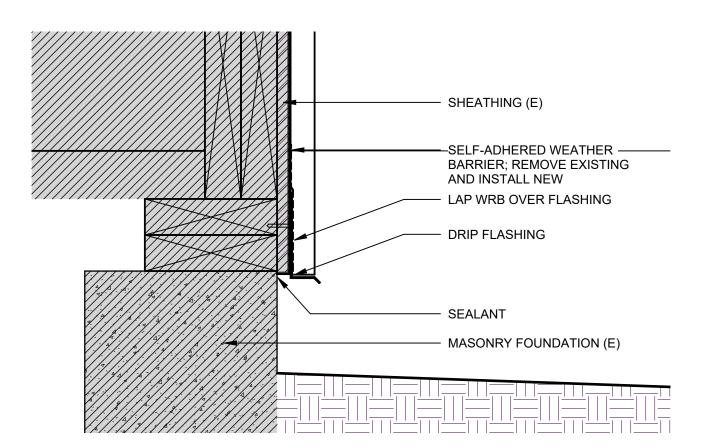
A5.1

FLANGED VINYL WINDOW UNIT (E) PRE FINISHED **ENGINEERED** WALL ASSEMBLY (E) WINDOW TRIM SELF-ADHERED SELF-ADHERING FLASHING OVER WEATHER BARRIER FLANGE PRE FINISHED METAL PANEL SIDING PRE FINISHED METAL PANEL SIDING SELF-ADHERING FLASHING OVER SELF-ADHERED WEATHER BARRIER FLANGE - PREFINISHED METAL FLASHING JAMB DETAIL **HEAD DETAIL** VINYL WINDOW ASSY (E) — MTL PANEL JAMB/HEAD DETAILS

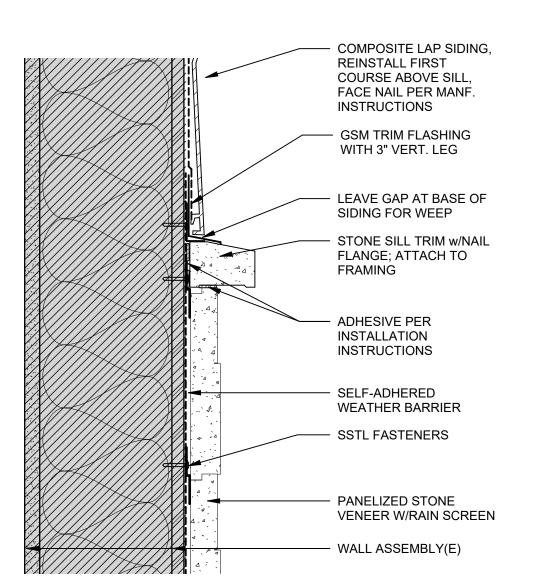
> - VINYL WINDOW UNIT (E) - SEALANT - MTL. J-FLASHING WITH DRIP EDGE LIQUID or SELF-ADHERING FLASHING AT NAIL **FLANGE** SELF-ADHERED WEATHER BARRIER - 24 GA. PREFINISHED, MTL SIDING--BASIS OF DESIGN BERRIDGE L-PANEL

> > - WALL ASSEMBLY(E)

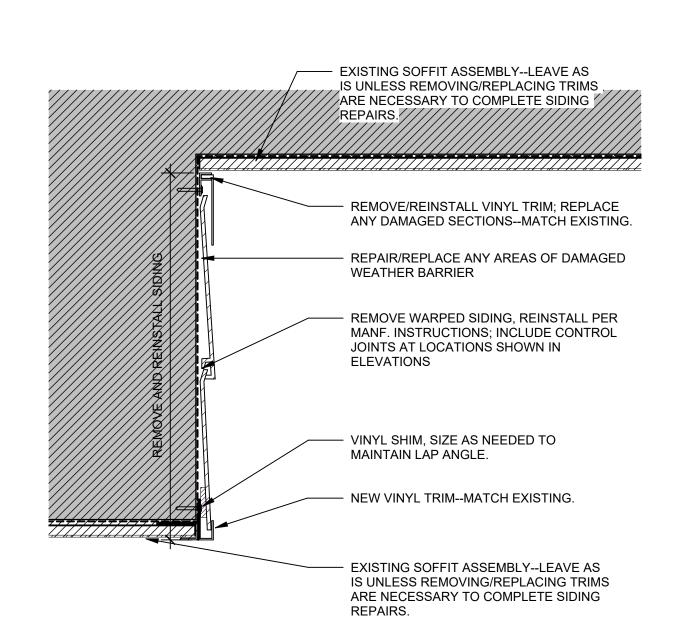
6 MTL VENEER--SILL



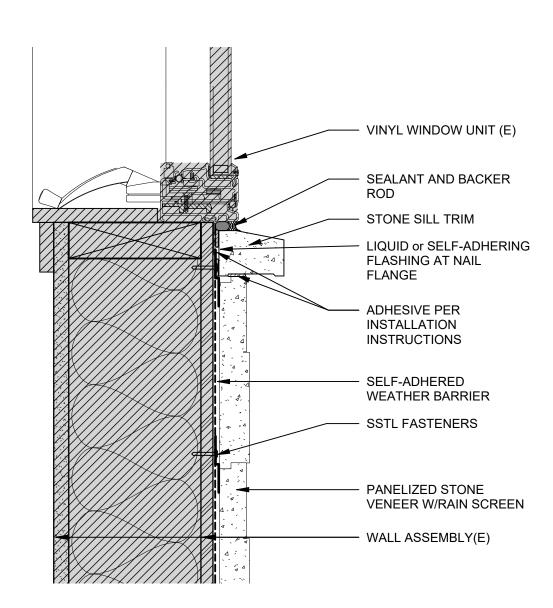
7 MTL VENEER--BASE

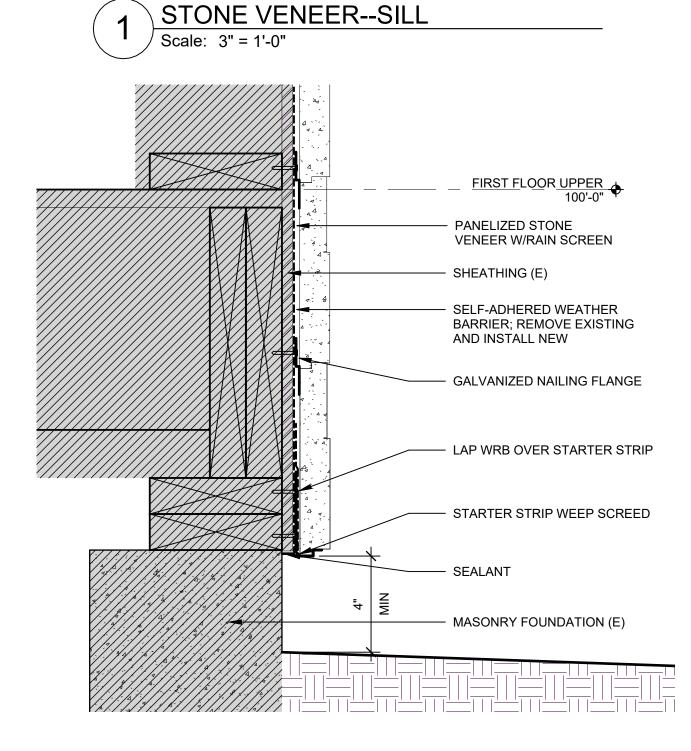


STONE VENEER--CAP Scale: 3" = 1'-0"











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Scale: 3" = 1'-0"

- 1/4" NEAT BRUSHED CONCRETE DOME

6" DIA. X 6' LONG HOT DIP GALV. STRONG STEEL PIPE,

ASTM 500 GRADE B, FILL

BY OWNER.

FINISH GRADE

BOLLARD DETAIL SECTION

Scale: 3/4" = 1'-0"

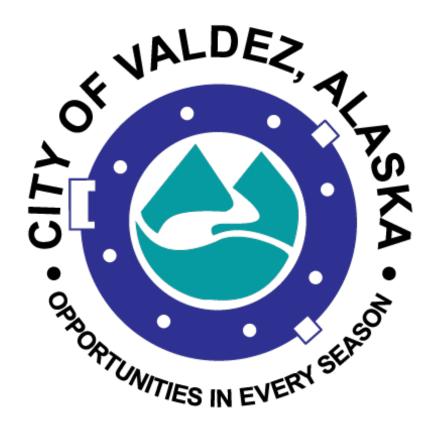
- 2" NEAT BRUSHED CONCRETE DOME

18" DIA. CONCRETE BASE

WITH CONCRETE; PROVIDE

SLEEVES, COLOR SELECTED

CITY OF VALDEZ CAPITAL FACILITIES



Volume 1 of 1 Construction Documents

FOR

Senior Center Siding Repairs

February 19, 2025

CITY OF VALDEZ SENIOR CENTER SIDING REPAIRS

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Construction Documents – 2/19/2025 Project No. COV 23-350-2108 SENIOR CENTER SIDING REPAIRS Valdez, Alaska

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| 09 90 11 | Exterior Painting | 6 | | |
| DIVISION 10 - SPECIALTIES | | | | |

DRAWINGS

GENERAL

G0.01 COVER & INDEX SHEET
G0.02 ARCHITECTURAL SYMBOLS AND ABBREVIATIONS

ARCHITECTURAL

| A1.0 | BUILDING PERIMETER AND REFERENCE PLAN |
|------|---------------------------------------|
| A1.1 | EXISTING CONDITIONS 1 |
| A1.2 | EXISTING CONDITIONS 2 |
| A2.0 | WEST ELEVATIONS - DEMO |
| A2.1 | NORTH & SOUTH ELEVATIONS - DEMO |
| A2.2 | EAST ELEVATIONS—DEMO |
| A2.3 | WEST ELEVATIONS—RENO |
| A2.4 | NORTH & SOUTH ELEVATIONS—RENO |
| A2.5 | EAST ELEVATIONS—RENO |
| A3.0 | WALL SECTIONS |
| A5.0 | EXTERIOR PLAN DETAILS |
| A5.1 | EXTERIOR SECTION DETAILS |

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.15 RELATED DOCUMENTS

- **A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- **B.** COV General Conditions take precedence if conflicts occur.

1.16 SUMMARY

- **A.** This Section includes the following:
 - **1.** Work covered by the Contract Documents.
 - 2. Contractor Qualifications
 - **3.** Type of the Contract.
 - **4.** Owner-furnished products.
 - 5. Excessive Noise
 - **6.** Products ordered in advance.
 - **7.** Use of premises.
 - **8.** Owner's occupancy requirements.
 - **9.** Work restrictions.
 - **10.** Specification formats and conventions.
- **B.** Related Sections include the following:
 - 1. Section 01500 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 2. Section 01230, Alternates
 - 3. Section 011770, Closeout Procedures

1.17 PROJECT PARTIES

- A. Project Identification: Valdez Senior Center Siding Repairs
 - 1. Project Location: 1300 E. Hanagita Street, Valdez, Alaska 99686
- B. Owner: City of Valdez, 212 Chenega Ave., Valdez, Alaska
 - **1.** Owner's Representative: Ms. Lindy Vititow, Project Manager, 300 Airport Rd. Ste 201, Valdez, Alaska

C. Architect: Wolf Architecture, 625 South Cobb St. Ste. 200, Palmer, Alaska

1.18 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work includes provisions for all supplies, tools, equipment, scaffolding, transportation, utilities, services, superintendence, and labor, and the furnishing of all materials, items, and accessories needed for the total construction of the project in strict conformance with the Contract Documents and to deliver to Owner a complete, operating facility suitable for occupancy and use as a public safety building.
- **B.** The Work consists of removal and replacement/repair of deformed composite lap siding system; limited installation of cement panel veneer; limited installation of pre-finished metal paneling; cleaning and stain removal at City Owned facility.
 - **1.** All Architectural work required to complete the Building Project of the repairs of the Senior Center.
 - 2. Work is required to be done without disruption of residents or staff of the Senior Center. Contractor required to propose and have Owner-approved plan for any disruption of access or use.
 - **3.** Coordination/cooperation with other contractors/owner's agents
- **C.** The intent of the Contract Documents is that the Contractor will produce a complete and repaired facility known as Valdez Senior Center including all architectural and finish improvements, with all materials and equipment in place and all systems operative as defined by the contract documents.
- **D.** Work includes, but is not limited to:
- 1. Clean all exposed cladding; remove stains and mildew. Clean windows.
- **2.** Removal of deformed/damaged composite lap siding. Salvage all connectors and sections of non-deformed siding for later reinstallation.
- **3.** Replace and patch weather barrier in all areas of exposed sheathing.
- **4.** Install flashing and trims at head, jamb and sill transitions as well as between adjacent materials.
- Install new materials as indicated in drawings.
- **6.** Clean and remove corrosion, loose paint, etc. from HM doors and frames, wood window frames on north, south, and west entries. Prime and paint. (Alternate 1)
- **7.** Remove corrosion and existing finish from exterior metal pipe railings; refinish and reinstall. (Alternate 1)

- **8.** Clean and repair areas of damaged soffit at entry port-co-chere and canopy. (Alternate 2).
- Coordination/cooperation with other contractors which may or may not be working concurrently on the site on related projects not delineated within the bounds of this contract.
- **10.** Providing for and accommodating the safe use and occupation of space not held by the contractor during the course of construction.

1.05 WORK SEQUENCE

A. The schedule below contains certain specific dates. Completion dates shall be adhered to and are the last acceptable dates, unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight, unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions, Section 8.3 Delays and Extensions of Time.

| Notice to Proceed (NTP) | TBD |
|----------------------------|-------------------|
| 2. Substantial Completion: | 45 days after NTP |
| 3. Final Completion: | 75 days after NTP |

1.06 CONTRACTOR'S USE OF PREMISES

A. Work Rules:

Note: The Owner reserves the right to direct the Contractor to immediately remove any individual that the Owner determines has violated these rules or constitutes a danger to COV Staff or Employees.

Behavior:

- **a.** The Owner's Representative will not tolerate inappropriate behavior by any worker on a job site toward a COV staff or employee.
- b. The Contractor shall not allow obscene, offensive or otherwise inappropriate material to be displayed in job offices, trailers or on the project site or building under construction. If such material is displayed it shall be immediately removed by the Contractor and/or when requested by the Owner's Representative.

2. Fire Safety:

a. Where significant or continued non-compliance with fire safety is noted, Owner's Representative reserves the right to stop the work at no extra cost or ex-

tension of time, pending remedial action. Reimburse Owner as appropriate, for

any fines or penalties levied by the local fire department.

- **b**. Report all construction fires and/or hazardous spills immediately via 911 and to Owner's Representative.
- **c.** Outdoor storage and staging operations may not impede egress, restrict access, or present a fire risk. Provide adequate separation between buildings and construction trailers.
- **d.** No authorized entry to site by sex offenders. This includes contractor employees.

3. Use of the Site:

a. Limit use of the premises to the Staging Areas indicated on the Perimeter Plan or as arranged for with the Project Manager. Confirm locations for porta potty and garbage receptacles.

4. Temporary Enclosures:

a. Security: Protect Work, stored products, and construction equipment from theft and vandalism; and protect premises from entry by unauthorized persons. At the end of work day, close temporary enclosures and lock exterior doors and/or gate. Secure all openings at any time site is left unoccupied.

5. Noise Control:

- a. Outdoor Vehicle and Internal Combustion Engine Noise: The noise level of each piece of equipment shall not be greater than 85 DB(A) at a distance of 50 feet as measured under noisiest operating conditions. Rubber-tired equipment will be used whenever possible instead of equipment with metal tracks. Construction traffic plan shall be approved by the Owner's Representative. Routing should be through the nearest campus exit, subject to approval of Owner's Representative.
- **b.** Air Compressors: Equip air compressors with silencing packages. Electric-driven preferred. Coordinate with Owner's Representative prior to installation and use.

1.07 CONSTRUCTION WORK HOURS

The hours of work limited to non-holiday weekdays and weekends between the hours of 8:00 a.m. and 6:00 p.m., unless otherwise approved by the COV Project Manager.

1.09 RELATED WORK BY OWNER OR OTHERS

A. NIC & OFOI Items: Items designated on the Drawings and/or described in the Specifications as "NIC" (Not in Contract) or "OFOI" (Owner Furnished/Owner In-

stalled) are not included in the Contract. Owner provided equipment may arrive on site prior to Final Completion and the Contractor must make accommodation for the equipment within the facility.

B. Contractor's Responsibilities:

- **1.** Designate delivery date for each portion of the Work in the Progress Schedule.
- **2.** Storage of products if requested.
- **3.** Coordinate installation with the Progress Schedule.
- 4. Provide all preparatory work necessary for proper installation including blocking and backing and finish work including caulking, grouting, furring, preparation of subfloors for finish flooring materials, and painting adjacent surfaces as required for NIC or OFOI equipment.

1.10 EXISTING UTILITIES

Contractor may make use of on site electricity and water for project work at no cost. Contractor to ensure equipment loads shall not overwhelm circuits and make alternative arrangements for electrical service where necessary. Contractor responsible for collection and removal of all construction debris. City of Valdez dumpsters may be available on an first-come-first-served basis. Contractor to provide temporary toileting facilities throughout duration of project.

1.11 SITE WORK

Does not apply.

1.12 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.13 SPECIFICATION FORMATS AND CONVENTIONS

- **A.** Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the

- beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
- **2.** Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- **B.** Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - **a.** The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- **A.** Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- **A.** Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- **B.** Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- **C.** Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- **A.** Alternate No. One (1) Refinish HM doors and frames at west, north, and south entrances. Scrap, prime, and paint adjacent wood framed fixed glazing windows.
- **B.** Alternate No. Two (2) Portocochere, Entry
 - 1. Clean, remove, repair, replace existing damaged metal soffit panels at portocochere and at entry canopy.
- **C.** Alternate No. Three (3) Provide, install, & paint six (6), six inch galvanized steel bollards and covers.

END OF SECTION 01 23 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- **B.** Related Sections include the following:
 - **1.** Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue through the City of Valdez Project Manager supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- **A.** Owner-Initiated Proposal Requests: The COV Project Manager, or the Architect at the request of the COV Project Manager, will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by the Architect or Project Manager are for information only. Proposal Requests are not to be considered as instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change must be made.
 - **a.** Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- **b.** Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- **c.** Include costs of labor and supervision directly attributable to the change.
- **d.** Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- **e.** The Contractor is required to notify Owner in writing as soon as possible if it determined that an estimated cost cannot be determined and state the reason why an estimate cannot be given. The inability to provide a cost will not be considered as a basis of delay by the Contractor.
- **B.** Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect and Project Manager.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - **3.** Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - **4.** Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - **6.** Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- **C.** Proposal Request Form: Use forms provided by Owner. The use of any other form is prohibited and will not be considered as valid by the Matanuska Susitna Borough.

1.5 CHANGE ORDER PROCEDURES

- **A.** On Owner's approval of a Proposal Request, the Owner's Project Manager will issue a Change Order for signatures of Owner and Contractor.
- **B.** The Owners Project Managers signature does not authorize the change order, as this requires assembly approval.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- **B.** Related Sections include the following:
 - **1.** Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- **A.** Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. A cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - **a.** Application for Payment forms with Continuation Sheets.
 - **b.** Submittals Schedule.

PAYMENT PROCEDURES 01 29 00-1

- **c.** Contractor's Construction Schedule.
- 2. Submit the Schedule of Values to Architect through the Project Manager at the earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.
- **B.** Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - **1.** Identification: Include the following Project identification on the Schedule of Values:
 - **a.** Project name and location.
 - **b.** Name of Architect.
 - **c.** Architect's project number.
 - **d.** Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - **a.** Related Specification Section or Division.
 - **b.** Description of the Work.
 - **c.** Name of subcontractor.
 - **d.** Name of manufacturer or fabricator.
 - **e.** Change Orders (numbers) that affect value.
 - **f.** Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
 - **4.** Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - **5.** Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - **a.** Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

- **6.** Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- **7.** Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- **8.** Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - **a.** Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- **9.** Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- **A.** Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Project Manager and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- **B.** Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- **C.** Payment Application Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included at end of this Section.
- **D.** Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect or Project Manager will return incomplete applications without action.
 - **1.** Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 3. Indicate percentage complete for work complete for each item listed on pay request.

- **E.** Transmittal: Submit three, (3) signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- **F.** Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - **3.** Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - **4.** Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - **5.** Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- **G.** Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - **2.** Schedule of Values.
 - **3.** Contractor's Construction Schedule (preliminary if not final).
 - **4.** Products list.
 - **5.** Schedule of unit prices.
 - **6.** Submittals Schedule (preliminary if not final).
 - **7.** Copies of building permits.
 - **8.** Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - **9.** Certificates of insurance and insurance policies.
 - **10.** Performance and payment bonds.
- **H.** Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - **8.** Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - **9.** Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - **2.** Administrative and supervisory personnel.
 - **3.** Project meetings.
 - **4.** Requests for Interpretation (RFIs) and Field Memos (FMs) which may be issued by Owner or Architect.
- **B.** Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- **C.** Related Sections include the following:
 - **1.** Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - **3.** Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 **DEFINITIONS**

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.

Coordinate construction operations, included in different sections, which depend on each other for proper installation, connection, and operation.

- 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- **2.** Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
- 3. Make adequate provisions to accommodate items scheduled for later installation.
- 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- 5. Along with periodic inspections by the City building inspector, the Contractor is required to plan for substantial completion inspection by the Owner and Architect. Contractor is to coordinate and schedule this inspection and notify the Architect one week in advance of the inspection.
- **B.** Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - **1.** Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- **C.** Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - **1.** Preparation of Contractor's Construction Schedule.
 - **2.** Preparation of the Schedule of Values.
 - **3.** Installation and removal of temporary facilities and controls.
 - **4.** Delivery and processing of submittals.
 - **5.** Progress meetings.
 - **6.** Pre-installation conferences.
 - **7.** Project closeout activities.
 - **8.** Startup and adjustment of systems.
 - **9.** Project closeout activities.
- **D.** Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components

separate entities.

or if coordination is required for installation of products and materials fabricated by

- 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - **a.** Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - **b.** Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- 2. Sheet Size: At least 8-1/2 by 11 inches(215 by 280 mm) but no larger than 30 by 42 inches.
- 3. Number of Copies: Submit drawings in PDF format and post on project internet based posting site.
- **4.** Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- **B.** Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

- **A.** General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- **B.** Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement. Hold the conference at Project site or another

convenient location. Conduct the meeting to review responsibilities and personnel assignments.

- 1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- **2.** Agenda: Discuss items of significance that could affect progress, including the following:
 - **a.** Tentative construction schedule.
 - **b.** Phasing.
 - **c.** Critical work sequencing and long-lead items.
 - **d.** Designation of key personnel and their duties.
 - **e.** Procedures for processing field decisions and Change Orders.
 - **f.** Procedures for RFIs.
 - **g.** Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - **j.** Submittal procedures.
 - **k.** Preparation of Record Documents.
 - **I.** Use of the premises and existing building.
 - m. Work restrictions.
 - **n.** Owner's occupancy requirements.
 - **o.** Responsibility for temporary facilities and controls.
 - **p.** Construction waste management and recycling.
 - **q.** Parking availability.
 - r. Office, work, and storage areas.
 - **s.** Equipment deliveries and priorities.
 - t. First aid.
 - **u.** Security.
 - **v.** Progress cleaning.
 - w. Working hours.
- **C.** Progress Meetings: Conduct progress meetings at weekly or other intervals agreed to by the Owner. Coordinate dates of meetings with preparation of payment requests.
 - 1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Contractor shall record progress meeting minutes and have meeting minutes reviewed by all involved. Once reviewed and agreed upon, the contractor is to distribute the meeting minutes to all involved.

- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - **b.** Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - **7)** Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - **10)** Hazards and risks.
 - **11)** Progress cleaning.
 - 12) Quality and work standards.
 - **13)** Status of correction of deficient items.
 - **14)** Field observations.
 - **15)** RFIs.
 - **16)** Status of proposal requests.
 - **17)** Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - **20)** Documentation of information for payment requests.
 - **21)** Field Memos (FM-O # for requested by owner to contractor for proposals)
- **4.** Minutes: Architect will record and distribute to Contractor and Owner the meeting minutes.
- **5.** Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INTERPRETATION

- **A.** Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - **1.** RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- **B.** Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - **1.** Project name.
 - **2.** Date.
 - **3.** Name of Contractor.
 - 4. Name of Architect and Construction Manager.
 - **5.** RFI number, numbered sequentially.
 - **6.** Specification Section number and title and related paragraphs, as appropriate.
 - **7.** Drawing number and detail references, as appropriate.
 - **8.** Field dimensions and conditions, as appropriate.
 - **9.** Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - **10.** Contractor's signature.
 - **11.** Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - **a.** Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- **C.** Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and return it. Allow seven (7) working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - **1.** The following RFIs will be returned without action:
 - **a.** Requests for approval of submittals.
 - **b.** Requests for approval of substitutions.
 - **c.** Requests for coordination information already indicated in the Contract Documents.
 - **d.** Requests for adjustments in the Contract Time or the Contract Sum.
 - **e.** Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - **2.** Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within ten (7) days of receipt of the RFI response. The 7 day timeframe referenced above will be included within the timeframe allowed for Proposal Requested outlined in Specification Section 01250. If the Contractor requires additional time to determine costs for a particular proposal, notification must be given to the MSB within 14 days.
- **D.** On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven (7) days if Contractor disagrees with response.

END OF SECTION 01 31 00

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - **2.** Submittals Schedule.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - **4.** Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 **DEFINITIONS**

- **A.** Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Predecessor Activity: An activity that precedes another activity in the network.
 - 2. Successor Activity: An activity that follows another activity in the network.
- **B.** Event: The starting or ending point of an activity.
- **C.** Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - **2.** Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

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- **3.** Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- **D.** Major Area: A story of construction, a separate building, or a similar significant construction element.
- **E.** Milestone: A key or critical point in time for reference or measurement.

1.4 SUBMITTALS

- **A.** Submittals Schedule: Submit digital PDF file of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - **3.** Submittal category (action or informational).
 - 4. Name of subcontractor.
 - **5.** Description of the Work covered.
 - **6.** Scheduled date for Architect's and Construction Manager's final release or approval.
- **B.** Contractor's Construction Schedule: Submit an electronic copy of schedule, in PDF Format, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

1.5 COORDINATION

- **A.** Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- **B.** Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- **A.** Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - **2.** Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- **A.** Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- **B.** Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- **C.** Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - **4.** Startup and Testing Time: Include not less than 20 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
- **D.** Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - **1.** Phasing: Arrange list of activities on schedule by phase.

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- 2. Provide specific timetable for mechanical and electrical work associated with the renovation and replacement of existing systems. Specifically detail downtime associated with replacement of existing boilers and associated equipment.
- 3. Indicate amount of time projected in which the facility will be operating off a temporary generator related to the work on the existing electrical system.
- **E.** Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- **F.** Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - 1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- **A.** Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within thirty (30) days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- **B.** Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in ten (10) percent increments within time bar.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- **A.** Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - **3.** As the Work progresses, indicate Actual Completion percentage for each activity.

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- **B.** Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - **4.** Division 1 Section "Quality Requirements" for submitting test and inspection reports.
 - **5.** Division 1 Section "Closeout Procedures" for submitting warranties.
 - **6.** Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 7. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - **8.** Division 1 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - **9.** Divisions 2 through 9 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's and Construction Manager's responsive action.

B. Informational Submittals: Written information that does not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- **A.** General: Electronic copies of base drawings utilized as the basis of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
- **B.** Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- **C.** Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
 - 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow fifteen (15) days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- **E.** Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches(150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.

- **3.** Include the following information on label for processing and recording action taken:
 - **a.** Project name.
 - **b.** Date.
 - **c.** Name and address of Architect.
 - **d.** Name and address of Contractor.
 - e. Name and address of subcontractor.
 - **f.** Name and address of supplier.
 - **g.** Name of manufacturer.
 - **h.** Submittal number or other unique identifier, including revision identifier.
 - Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - **k.** Location(s) where product is to be installed, as appropriate.
 - I. Other necessary identification.
- **F.** Deviations: Highlight, encircle or otherwise specifically identify deviations from the Contract Documents on submittals.
- **G.** Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and Construction Manager.
 - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- **H.** Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect and Construction Manager will return submittals, without review, received from sources other than Contractor.
 - 1. Transmittal Form: Use AIA Document G810 or CSI Form 12.1A.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - **1.** Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.

- **3.** Resubmit submittals until they are marked with approval notation from Architect's (and Construction Manager's) action stamp.
- **J.** Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- **K.** Use for Construction: Use only final submittals with mark indicating approval notation from Architect's and Construction Manager's action stamp taken by Architect and Construction Manager.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- **A.** General: Prepare and submit Action Submittals required by individual Specification Sections.
 - Contractor is to set up a permanent project specific electronic file storage site for transmittal of project documents including but not limited to submittals, pay requests, log updates, Requests for proposals, RFI's and schedule updates. Site access is required to secure and access limited to Contractor, Owner, and Architect.
- **B.** Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - **3.** Include the following information, as applicable:
 - **a.** Manufacturer's written recommendations.
 - **b.** Manufacturer's product specifications.
 - **c.** Manufacturer's installation instructions.
 - **d.** Standard color charts.
 - **e.** Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - **g.** Printed performance curves.
 - **h.** Operational range diagrams.
 - i. Mill reports.
 - **i.** Standard product operation and maintenance manuals.
 - **k.** Compliance with specified referenced standards.
 - **I.** Testing by recognized testing agency.
 - **m.** Application of testing agency labels and seals.
 - **n.** Notation of coordination requirements.
 - 4. Submit Product Data before or concurrent with Samples.

- 5. Number of Copies: one (1) PDF copy of data, unless otherwise indicated. Architect, through Construction Manager, will review and upload reviewed files to project cloud location. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Prodject-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submittal of Architect's CAD Drawings is not permitted as a formal submittal.
 - **1.** Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - **b.** Identification of products.
 - **c.** Fabrication and installation drawings.
 - **d.** Roughing-in and setting diagrams.
 - **e.** Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - **f.** Shop work manufacturing instructions.
 - **g.** Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - **i.** Compliance with specified standards.
 - **k.** Notation of coordination requirements.
 - I. Notation of dimensions established by field measurement.
 - **m.** Relationship to adjoining construction clearly indicated.
 - **n.** Seal and signature of professional engineer if specified.
 - **o.** Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches(215 by 280 mm) but no larger than 30 by 42 inches.
 - 3. Number of Copies: Submit two (2) opaque copies and digital PDF of each submittal, unless copies are required for operation and maintenance manuals. Submit Two (2) copies where copies are required for operation and maintenance manuals. Architect and Construction Manager will retain One (1) copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- **D.** Samples: Submit Physical Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. Digital samples will be rejected.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - **a.** Generic description of Sample.

- **b.** Product name and name of manufacturer.
- **c.** Sample source.
- **d.** Number and title of appropriate Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - **a.** Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - **b.** Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- **4.** Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - **a.** Number of Samples: Submit Two (2) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - Number of Samples: Submit two (2) sets of Samples. Architect and COV Project Manager will retain one (1) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least Two (2) sets of paired units that show approximate limits of variations.
- **E.** Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - **1.** Type of product. Include unique identifier for each product.
 - **2.** Number and name of room or space.
 - 3. Location within room or space.

- **4.** Number of Copies: Submit digital PDF file of product schedule or list, unless otherwise indicated. Architect, through Construction Manager, will review and return.
 - **a.** Mark up and retain one returned copy as a Project Record Document.
- **F.** Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- **G.** Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- **H.** Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - **1.** Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - **3.** Drawing number and detail references, as appropriate, covered by subcontract.
 - **4.** Number of Copies: Submit subcontractor list through document electronic document service Architect.
 - **a.** Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- **A.** General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit digital PDF file of each submittal, unless otherwise indicated. Architect and Construction Manager will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - **3.** Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- **B.** Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- **C.** Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and

addresses, names and addresses of architects and owners, and other information specified.

- **D.** Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- **E.** Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- **F.** Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- **G.** Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- **H.** Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- **J.** Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- **K.** Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - **1.** Name of evaluation organization.
 - **2.** Date of evaluation.
 - **3.** Time period when report is in effect.
 - **4.** Product and manufacturers' names.
 - **5.** Description of product.
 - **6.** Test procedures and results.
 - 7. Limitations of use.
- **L.** Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- **M.** Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed

before installation of product, for compliance with performance requirements in the Contract Documents.

- **N.** Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- **P.** Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- **Q.** Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - **1.** Preparation of substrates.
 - **2.** Required substrate tolerances.
 - **3.** Sequence of installation or erection.
 - **4.** Required installation tolerances.
 - **5.** Required adjustments.
 - **6.** Recommendations for cleaning and protection.
- **R.** Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - **1.** Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - **3.** Statement that products at Project site comply with requirements.
 - **4.** Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - **5.** Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - **6.** Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- **S.** Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

- **T.** Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect, except as required in "Action Submittals" Article.
 - Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- **B.** Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S / ACTION

- **A.** General: Architect and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- **B.** Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- **D.** Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- **E.** Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative and procedural requirements for quality assurance, and quality control.
- **B.** Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - **3.** Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- **C.** Related Sections include the following:
 - **1.** Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 **DEFINITIONS**

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

- **B.** Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- **C.** Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- **D.** Rough-In Inspection: Inspection performed by Owner, Architect, Engineers, and/or other authorized individual to verify the products and materials incorporated into the work has been done in accordance with design standards and specifications prior to work being enclosed or otherwise obscured from view.
- **E.** Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- **F.** Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- **G.** Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- **H.** Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Substantial Inspection: Inspection performed by Owner, Architect, Engineers, and/or other authorized individual to verify the products and materials incorporated into the work have been done in accordance with design standards and specifications.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- **K.** Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- **A.** General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- **B.** Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data:

1.6 QUALITY ASSURANCE

- **A.** General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- **B.** Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- **C.** Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- **D.** Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- **E.** Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- **F.** Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those

operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

- **1.** Requirement for specialists shall not supersede building codes and regulations governing the Work.
- **G.** Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - **2.** NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- **H.** Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- **A.** Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- **B.** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - **1.** Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - **a.** Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least twenty four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 - **3.** Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - **4.** Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - **5.** Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- **D.** Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- **E.** Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - **3.** Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - **4.** Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - **5.** Does not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- **F.** Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - **1.** Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - **3.** Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - **5.** Delivery of samples to testing agencies.
 - **6.** Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - **7.** Security and protection for samples and for testing and inspecting equipment at Project site.
- **G.** Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
 - 2. Schedule times for Owner Rough-In and Substantial Inspections of all mechanical and electrical systems one week prior to inspection.

- **H.** Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) days of date established for the Notice to Proceed.
 - 1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- **A.** Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
 - **4.** Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - **5.** Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - **6.** Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- **A.** Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - **3.** Date test or inspection results were transmitted to Architect.
 - **4.** Identification of testing agency or special inspector conducting test or inspection.
- **B.** Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- **A.** General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- **B.** Protect construction exposed by or for quality-control service activities.
- **C.** Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 **DEFINITIONS**

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- **A.** General: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- **B.** Portable Toilet Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- **C.** Water Service: Owner provides water
- **D.** Electric Power Service: Owner provides electrical service permitted amperage draw is below rated maximum for circuit.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- **A.** Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- **B.** Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Contractor Field Office (if desired): Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as needed.
- **B.** Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - **1.** Semi Trailers are an acceptable alternative to constructed storage and fabrication sheds.
 - 2. All materials are to be secure and tidy. All remaining materials to be delivered to Owner at end of project or hauled away.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- **A.** Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- **B.** Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.3 SUPPORT FACILITIES INSTALLATION

- **A.** General: Comply with the following:
 - 1. Provide non-combustible construction for offices, shops, and sheds located within construction area or within 40 feet of building lines. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- **B.** Parking: Construction personnel shall part in existing parking lot located on the west side of the facility.
- **C.** Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from demolition/construction operations. Comply with requirements of authorities having jurisdiction. City of Valdez will provide waste removal of non-hazardous materials.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- **A.** Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."

- **B.** Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating is needed and permanent enclosure is not complete, insulate temporary enclosures.
- **C.** Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - **1.** Prohibit smoking in construction areas.
 - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- **A.** Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- **C.** Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Alternates" for products selected under an alternate.
 - 2. Division 1 Section "References" for applicable industry standards for products specified.
 - 3. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - **4.** Divisions 2 through 12 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 **DEFINITIONS**

- **A.** Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance,

physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- **B.** Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- **A.** Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided by Owner.
 - **2.** Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - **a.** Statement indicating why specified material or product cannot be provided.
 - **b.** Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - **c.** Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated. Highlight the changes between the specified product and the proposed substitution.
 - **d.** Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - **e.** Samples, where applicable or requested.
 - **f.** Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - g. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - **h.** Cost information, including a proposal of change, if any, in the Contract Sum.

- i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- **j.** Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 10 days of receipt of additional information or documentation, whichever is later.
- **B.** Comparable Product Requests: Submit one .PDF copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - **a.** Form of Approval: As specified in Division 1 Section "Submittal Procedures."
 - **b.** Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- **C.** Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- **A.** Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- **B.** Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- **4.** Store cementitious products and materials on elevated platforms.
- **5.** Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- **6.** Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- **7.** Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- **A.** Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- **B.** Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - **1.** Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- **A.** General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - **3.** Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - **4.** Where products are accompanied by the term "as selected," Architect will make selection.
 - **5.** Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - **6.** Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

- Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
- 2. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

- **B.** Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - **3.** Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - **4.** Substitution request is fully documented and properly submitted.
 - **5.** Requested substitution will not adversely affect Contractor's Construction Schedule.
 - **6.** Requested substitution is compatible with other portions of the Work.
 - **7.** Requested substitution has been coordinated with other portions of the Work.
 - **8.** Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- **A.** Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - **3.** Evidence that proposed product provides specified warranty.
 - **4.** List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - **5.** Samples, if requested.

END OF SECTION 01 60 00

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - **5.** Progress cleaning.
 - **6.** Starting and adjusting.
 - **7.** Protection of installed construction.
 - **8.** Correction of the Work.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - **4.** Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence, location, and condition of assemblies, fixtures, improvements, utilities, and other construction indicated as existing are not guaranteed. It is the responsibility of the Contractor to familiarize themselves with all existing conditions during bidding phase. In person, pre-bid review of existing conditions, assemblies and installations is highly recommended. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- **B.** As-Built Lidar Scan: The Owner provides the following digital scan of existing conditions for Contractor reference: https://my.matterport.com/show/?m=fVNsoQApL2f
- **C.** Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Review clearance requirements for required work at base of exterior walls. Plan for and include necessary preparatory work to trim landscaping, clear away debris, rocks, etc..
 - **3.** Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - **4.** Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- **A.** Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- **B.** Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- **C.** Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- **A.** Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- **B.** Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 INSTALLATION

- **A.** General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - **1.** Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- **B.** Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- **C.** Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- **D.** Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- **E.** Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- **F.** Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- **G.** Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - **1.** Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - **2.** Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- **H.** Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- **A.** General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- **C.** Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- **D.** Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
- **E.** Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- **F.** Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- **G.** Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- **H.** During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- **I.** Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- **J.** Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- **A.** Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- **B.** Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- **A.** Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- **B.** Restore permanent facilities used during construction to their specified condition.
- **C.** Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- **D.** Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- **E.** Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 70 00

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes procedural requirements for cutting and patching.
- **B.** Related Sections include the following:
 - **1.** Division 1 Section "Selective Demolition" for demolition of selected portions of the building.
 - 2. Divisions 2 through 12 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 **DEFINITIONS**

- **A.** Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- **B.** Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- **A.** Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- **B.** Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - **1.** Primary operational systems and equipment.
 - **2.** Air or smoke barriers.

- **3.** Fire-detection/alarm systems.
- 4. Mechanical systems piping and ducts.
- **5.** Control systems.
- **6.** Communication systems.
- **7.** Electrical wiring systems.
- **C.** Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - **1.** Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - **3.** Equipment supports.
 - **4.** Piping, ductwork, vessels, and equipment.
 - 5. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities or cause impact to Owners employee. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- **E.** Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- **A.** General: Comply with requirements specified in other Sections.
- **B.** In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- **A.** Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- **A.** Temporary Support: Provide temporary support of Work to be cut.
- **B.** Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- **C.** Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- **A.** General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- **B.** Cutting: Cut in-place construction using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - **3.** Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

- **4.** Proceed with patching after construction operations requiring cutting are complete.
- **C.** Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
- **D.** Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - **1.** Inspection procedures.
 - 2. Warranties.
 - **3.** Final cleaning.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - **3.** Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - **4.** Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - **5.** Divisions 2 through 12 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- **A.** Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

- **2.** Advise Owner of pending insurance changeover requirements.
- **3.** Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- **4.** Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- **5.** Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- **6.** Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
- **7.** Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- **8.** Advise Owner of changeover in heat and other utilities.
- **9.** Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- **10.** Complete final cleaning requirements, including touchup painting.
- **11.** Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - **1.** Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- **A.** Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

- **3.** Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- **4.** Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- **B.** Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - **1.** Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- **A.** Preparation: Submit one PDF copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest room number to highest room number.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - **a.** Project name.
 - **b.** Date.
 - **c.** Name of Architect
 - **d.** Name of Contractor.
 - e. Page number.
 - **4.** A re-inspection will be performed by the Architect and Owner.

1.6 WARRANTIES

- **A.** Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- **B.** Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- **C.** Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - **1.** Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - **3.** Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- **D.** Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- **A.** General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- **B.** Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - **a.** Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- **b.** Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- **c.** Remove tools, construction equipment, machinery, and surplus material from Project site.
- **d.** Remove snow and ice to provide safe access to building.
- **e.** Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- **g.** Sweep concrete floors broom clean in unoccupied spaces.
- **h.** Remove labels that are not permanent.
- i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- **j.** Wipe surfaces of mechanical and electrical equipment, and food service equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- **k.** Replace parts subject to unusual operating conditions.
- **I.** Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- **m.** Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- **n.** Clean ducts, blowers, and coils if units were operated without filters during construction.
- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- **p.** Leave Project clean and ready for occupancy.
- **C.** Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - **1.** Operation manuals for systems, subsystems, and equipment.
 - **2.** Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - **2.** Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - **3.** Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - **4.** Divisions 2 through 12 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 **DEFINITIONS**

- **A.** System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- **B.** Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Initial Submittal: Submit PDF draft copies of each manual at least fifteen (15) days before requesting inspection for Substantial Completion prior to training. Include a

complete operation and maintenance directory. Architect will return digital draft and mark whether general scope and content of manual are acceptable.

- **B.** Final Submittal: Submit digital file of each manual in final form at least fifteen (15) days before final inspection. Architect will return copy with comments within fifteen (15) days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's/Engineers comments. Submit three (3) copies of each corrected manual within fifteen (15) days of receipt of Architect's comments.
 - 2. Submit one full copy of O&M manual in PDF Format and post on Project web based data storage site.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- **A.** Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - **1.** Title page.
 - **2.** Table of contents.
 - **3.** Manual contents.
- **B.** Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - **1.** Subject matter included in manual.
 - 2. Name and address of Project.
 - **3.** Name and address of Owner.
 - **4.** Date of submittal.
 - **5.** Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
- **C.** Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

- 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- **D.** Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch(215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - **b.** Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - **3.** Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - **4.** Supplementary Text: Prepared on 8-1/2-by-11-inch(215-by-280-mm) white bond paper.
 - **5.** Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - **a.** If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - **b.** If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- **A.** Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - **1.** Operating standards.
 - **2.** Operating procedures.
 - **3.** Operating logs.
 - **4.** Wiring diagrams.

- **5.** Control diagrams.
- **6.** Sequence of Operations
 - **a.** Include drawing coordinating system components
- **7.** Precautions against improper use.
- 8. License requirements including inspection and renewal dates.
- **B.** Descriptions: Include the following:
 - Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - **4.** Equipment function.
 - **5.** Operating characteristics.
 - **6.** Limiting conditions.
 - 7. Performance curves.
 - **8.** Engineering data and tests.
 - **9.** Complete nomenclature and number of replacement parts.
- **C.** Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - **2.** Equipment or system break-in procedures.
 - **3.** Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - **5.** Instructions on stopping.
 - **6.** Normal shutdown instructions.
 - **7.** Seasonal and weekend operating instructions.
 - **8.** Required sequences for electric or electronic systems.
 - **9.** Special operating instructions and procedures.
- **D.** Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- **E.** Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

- **A.** Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- **B.** Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- **C.** Product Information: Include the following, as applicable:
 - **1.** Product name and model number.
 - 2. Manufacturer's name.
 - **3.** Color, pattern, and texture.
 - **4.** Material and chemical composition.
 - **5.** Reordering information for specially manufactured products.
- **D.** Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - **1.** Inspection procedures.
 - **2.** Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - **4.** Schedule for routine cleaning and maintenance.
 - **5.** Repair instructions.
- **E.** Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- **F.** Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- **A.** Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- **B.** Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- **C.** Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - **2.** Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - **3.** Identification and nomenclature of parts and components.
 - **4.** List of items recommended to be stocked as spare parts.

- **D.** Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - **1.** Test and inspection instructions.
 - **2.** Troubleshooting guide.
 - **3.** Precautions against improper maintenance.
 - **4.** Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - **5.** Aligning, adjusting, and checking instructions.
- **E.** Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - **1.** Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- **F.** Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- **G.** Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- **A.** Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- **B.** Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - **2.** Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- **C.** Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to

identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- **D.** Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- **E.** Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 **SUMMARY**

- **A.** This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
- **B.** Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections

1.3 SUBMITTALS

- **A.** Record Drawings: Comply with the following:
 - 1. Submittal: Submit 1 hard copy and a digital file of marked-up Record Prints for review of Architect and Engineering team.
- **B.** Record Product Data: Submit three (3) copies of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- **A.** Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - **a.** Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - **b.** Accurately record information in an understandable drawing technique.
 - **c.** Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - **2.** Content: Types of items requiring marking include, but are not limited to, the following:
 - **a.** Dimensional changes to Drawings.
 - **b.** Depths of foundations below first floor.
 - **c.** Locations and depths of underground utilities.
 - **d.** Revisions to routing of piping and conduits.
 - **e.** Actual equipment locations.
 - f. Duct size and routing.
 - g. Locations of concealed internal utilities.
 - **h.** Changes made by Change Order or Construction Change Directive.
 - i. Changes made following Architect's written orders.
 - j. Field records for variable and concealed conditions.
 - **3.** Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - **4.** Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - **5.** Mark important additional information that was either shown schematically or omitted from original Drawings.
 - **6.** Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- **B.** Record Electronic Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect and Construction Manager.
 - 1. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.

- **2.** Refer instances of uncertainty to Architect through Construction Manager for resolution.
- **C.** Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
 - 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 - 2. Consult Architect and Construction Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- **D.** Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Record electronic Drawings: Organize information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification.
 - **3.** Identification: As follows:
 - **a.** Project name.
 - **b.** Date
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Construction Manager.
 - **e.** Name of Contractor.

2.2 RECORD PRODUCT DATA

- **A.** Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- **A.** Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- **B.** Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
- **B.** Related Sections include the following:
 - **1.** Division 1 Section "Summary" for use of premises, and Owner-occupancy requirements.
 - 2. Division 1 Section "Cutting and Patching" for cutting and patching procedures.
 - 3. Sheet Specifications and Notes

1.3 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.

1.4 MATERIALS OWNERSHIP

A. Items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 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.

1.6 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.
 - 1. Comply with requirements specified in Division 1 Section "Summary."
- **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.** Storage or sale of removed items or materials on-site is not permitted.
- **E.** Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - **PRODUCTS** (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- **A.** Verify that utilities have been disconnected and capped as noted.
- **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.** Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
- **F.** Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 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.

3.3 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.** Remove decayed, damaged, rotted, or otherwise unsuitable materials and promptly dispose of per remediation plan and recommendations.
 - **5.** Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - **6.** Dispose of demolished items and materials promptly.
- **B.** Reuse of Building Elements: Project has been designed for reuse of building elements as indicated in the Contract Documents. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- **C.** Removed and Salvaged Items:

- 1. Clean salvaged items.
- **D.** Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - **2.** Protect items from damage during transport and storage.
 - 3. 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.
 - **4.** Remove and store siding, trims, appurtenances, as indicated, for inspection and reinstallation.

3.4 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, remove demolished materials from Project site and legally dispose of them in a 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.
- **B.** Burning: Do not burn demolished materials.
- **C.** Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 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.

END OF SECTION 02 41 19

SECTION 07 25 00

WATER RESISTIVE AIR BARRIER MEMBRANE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Supply labor, materials and equipment for a mechanically attached water-resistive vapor permeable air barrier membrane system, suitable for open joint cladding where designs allow for permanent UV exposure.
- **B.** Product is to be part of tested wall assembly meeting NFPA 285.
- C. Complete Work as shown on the Drawings and specified herein to bridge gaps and seal the water-resistive vapor permeable air barrier membrane against air leakage and water intrusion.
 - 1. Rainscreen Wall Assembly meeting requirements of NFPA 285
 - 4. Seismic and expansion joints
 - **5.** Openings and penetrations of window and door frames, store front
 - **6.** Piping, conduit, duct and similar penetrations
 - **7.** Screws, bolts and similar penetrations
 - 8. All other air leakage pathways in the building envelope
- C. Install primary water-resistive vapour permeable air barrier, flashings, lap integrated seam tapes, sealants, and all related accessories as required by the manufacturer to achieve a continuous air barrier assembly.

2.1 RELATED SECTIONS

A. Section 07 60 00 Flashing

3.1 REFERENCE STANDARDS

- **A.** American Association of Textile Chemists and Colorists (AATCC): ATCC 127 Test Method for Water Resistance: Hydrostatic Pressure Test.
- **B**. ASTM International (ASTM):
 - 1. ASTM D 828 Test Method for Tensile Properties of Thin Plastic Sheeting
 - 2. ASTM E 84 Test Method for Surface Burning Characteristics of Building Materials
 - 3. ASTM E 96/E 96M Test Methods for Water Vapor Transmission of Materials

- 4. ASTM E 283 Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
- **5.** ASTM E 2178 Standard Test Method for Air Permeance of Building Materials
- **C.** International Code Council Evaluation Service, Inc. (ICC-ES): ICC-ES AC38 Acceptance Criteria for Water-Resistive Barriers.

4.1 SUBMITTALS

- A. Product Submittal including current product data sheets, details and installation instructions for the mechanically attached water-resistive vapor permeable air barrier membrane components and accessories.
- **B.** Submit samples of the following:
 - 1. Manufacturer's sample warranty

5.1 QUALITY ASSURANCE

- **A.** Single Source: Water-resistive vapor permeable air barrier membrane components and accessories must be obtained as a single-source membrane system to ensure total system compatibility and integrity.
- B. Manufacturer Qualifications
 - Manufacturer of specified products listed in this Section to have minimum 8
 years of continued experience in the manufacture and supply of highly vapor
 permeable water resistive air barrier products successfully installed in similar
 project applications.
 - 2. Manufacturer of specified products listed in this Section to have experienced in-house technical and field observation personal qualified to provide expert technical support.
- **C**. Fire Performance Characteristics: Provide water-resistive, vapor permeable air barrier meeting the following fire-test characteristics.
 - 1. Surface-Burning Characteristics: ASTM E 84
 - 2. Flame spread index: 25 or less
 - 3. Smoke developed index: 450 or less

6.1 DELIVERY, STORAGE AND HANDLING

- **A.** Refer to current Product MSDS and/or Product Data Sheets for proper storage and handling.
- **B**. Deliver materials to the job site in undamaged and original packaging indicating the name of the manufacturer and product.
- **C**. Store roll materials flat or on end in original packaging. Protect rolls from direct sunlight and inclement weather until ready for use.

7.1 COORDINATION

A. Deliver materials to the job site in undamaged and original packaging indicating

WATER RESISTIVE AIR BARRIER MEMBRANE 07 25 00-2 the name of the ensure continuity of the water-resistive vapour permeable air barrier system throughout the scope of this section.

8.1 SUBSTITUTIONS

- **A.** Submit request for alternates in accordance with Section 01 60 00 Product Requirements.
- **B.** Submission to include:
 - 1. Evidence that alternate materials meet or exceed performance characteristics of specified Product requirements as well as documentation from an approved independent testing laboratory certifying the minimum physical dimensions, tensile strength, fire burning characteristics, vapor permeance and air leakage rates of the water-resistive vapour permeable air barrier membrane.
 - 2. Manufacturer's complete set of details for water-resistive vapour permeable air barrier membrane system showing a continuous plane of water and air tightness throughout the building enclosure.
 - 3. Manufacturer of alternate materials has experienced in-house technical and field observation personal qualified to provide expert technical support

9.1 WARRANTY

A. Provide manufacturer's standard material warranty in which manufacturer agrees to provide replacement material for water-resistive vapor permeable air barrier sheets installed in accordance with manufacturer's instructions that fails due to material defects within 20 years of the date of Purchase.

PART 2 - PRODUCTS

1.01 MATERIALS

- A. Primary self-adhered water-resistive vapor permeable air barrier membrane components and accessories must be obtained as a single-source to ensure total system compatibility and integrity.
- **B**. Basis of Design Product Selection:
 - Primary self-adhered air barrier sheet membrane shall be RevealShield SA® Self-Adhered Water-Resistive Vapor Permeable Air Barrier Sheet by VaproShield, a zero VOC self-adhered vapor permeable air barrier sheet membrane consisting of multiple layers of UV stabilized spun-bonded polypropylene having the following properties:
 - **a.** Color: Black with allowable UV exposure for 180 days total before being covered by cladding
 - **b**. Air Leakage: < 0.01 cfm/sq.ft. when tested in accordance with ASTM E 2178

- **c.** Water Vapor Permeance tested to ASTM E 96 Method B: 50 perms
- **d**. Water Resistance tested to AATCC 127, 550 mm hydrostatic head for 5 hours: No leakage
- **e.** Tensile Strength tested to ASTM D 828: 44.8 lbf/inch (68 N/mm), machine direction; 25 lbf/inch (37.3 N/mm), cross-machine direction
- **f.** Application Temperature: Ambient temperature must be above 20 degrees F
- **g.** Surface Burning Characteristics tested to ASTM E 84: Class A, Flame-spread index of 0, Smoke-development index of less than 15
- **h.** Physical Dimensions: 0.026 inches (0.65 mm) thick and 59 inches (1.5 m) wide and 8.26 oz per sq. yd.

C. WATER-RESISTIVE VAPOR PERMEABLE TRANSITION AND FLASHING MEMBRANE

- 1. Self-adhered air barrier transition and flashing membrane shall be RevealFlashing SA[™] by VaproShield, a zero VOC self-adhered water-resistive vapor permeable membrane having the following properties:
 - RevealFlashing SA[™] Black: 11-3/4 inches or 19 2/3 inches wide x 164 feet long
 - b. Air Leakage: < 0.0000263 cfm/sq. ft. @ 75 Pa (0.000134 L/s/m sq @ 75 Pa) when tested in accordance with ASTM E 2178
 - c. Water Vapor Permeance tested to ASTM E 96 Method B: 50 perms (2875ng/Pa.s.m²)
 - d. Water Resistance tested to AATCC 127, 550 mm hydrostatic head for 5 hours: No leakage

F. VAPROLIQUI-FLASH VAPOR PERMEABLE WATER RESISTIVE FLASHING

1. Window/door flashing and other penetrations shall be VaproLiqui-Flash by VaproShield, a liquid-applied vapor permeable air barrier flashing material with vapor permeance and resistance to air leakage properties compatible with the primary air barrier membrane.

2.02 PENETRATION SEALANT

A. Provide sealant for penetrations as recommended by manufacturer and as specified under Division 07 Section: Sealants. Appropriate sealants shall be Dow 758 or VaproLiqui-Flash.

PART 3 EXECUTION

3.01 GENERAL

A. Verify that surfaces and conditions are ready to accept the Work of this section.

WATER RESISTIVE AIR BARRIER MEMBRANE 07 25 00-4 Notify architect in writing of any discrepancies. Commencement of the Work or any parts thereof shall mean acceptance of the prepared substrates.

- **B.** All surfaces must be sound, clean and free of oil, grease, dirt, excess mortar or other contaminants detrimental to the adhesion of the water resistive air barrier flashings. Fill voids, gaps in substrate to provide an even surface. Strike masonry joints full-flush.
- **C.** Minimum application temperature self-adhered membrane flashings to be above 20 degrees F (minus 6.0 degrees C).
- **D.** Ensure all preparatory Work is complete prior to applying primary water-resistive weather barrier membrane.
- **E.** Mechanical fasteners used to secure sheathing boards or penetrate sheathing boards shall be set flush with sheathing and fastened into solid backing.
- **D.** Install air barrier in accordance with manufacturers written installation instructions.

3.02 COORDINATION OF SELF-ADHERED VAPOR PERMEABLE AIR BARRIER MEMBRANE INSTALLATION

- **A**. Self-adhered vapor permeable air barrier sheets may be installed vertically or horizontally over the outside face of exterior sheathing board or substrate.
- **B.** Complete detail Work around corners, wall openings, building transitions and penetrations prior to field applications.
- C. Install self-adhered vapor permeable air barrier sheet over the outside face of exterior sheathing board or substrate, measure and pre-cut into manageable sized sheets to suit the application conditions.
- **D.** Install self-adhered vapor permeable air barrier sheet complete and continuous to substrate in a sequential overlapping weatherboard method starting at bottom or base of wall and working up.
- **E.** Stagger all end lap seams.
- **F.** Roll installed membrane with roller to ensure positive contact and adhesion with substrate.

3.03 BUILDING TRANSITION CONDITIONS

- **A.** Tie-in to all adjacent materials, weather barrier sheeting, foundation walls, and at the interface of dissimilar materials with self-adhering air barrier transition and flashing membrane.
- **B.** Align and position self-adhered air barrier transition and flashing membrane, remove protective film and press firmly into place. Provide minimum 3 inch lap on to substrates
- **C.** Ensure minimum 3 inch overlap at side and end laps of membrane.
- **D.** Roll membrane and lap seams with roller to ensure positive contact and adhesion.

3.04 WINDOW, DOOR AND OTHER WALL OPENINGS

A. To avoid waste, predetermine best method and sequence to the install selfadhered air barrier transition and flashing membrane around window or wall

WATER RESISTIVE AIR BARRIER MEMBRANE

07 25 00-5

- openings subject to the opening size and installation of window, door or louver type.
- **B.** Wrap self-adhered air barrier transition and flashing membrane into wall openings to cover sill, jambs and head. It is not required to install continuous sheets through corners.
- **C.** Remove release film, align flashing membrane and apply pressure to ensure positive contact. Roll Lap seams to ensure adhesion. Provide lap seams to shed water.
- **D.** Install preformed self-adhered corner flashing membrane into corners over flashing membrane.
- **E.** Subject to window installation requirements, install preformed sill pan system and seal to installed self-adhered air barrier window flashing membrane with sealant.
- F. Install windows in accordance with window manufacturer's details and cover nail flange with flashing tape. Install flashing tape along jamb and across head flanges of window and seal to installed self-adhered air barrier transition membrane. Roll tape to ensure positive contact to substrate. Seal exposed leading edge of tape.
- **G.** For windows without nail flange, install specified aluminized tape around perimeter of opening to accommodate placement of backer rod and sealant between window frame and self-adhered vapor permeable air barrier membrane.

3.05 MECHANICAL EQUIPMENT PENETRATIONS

- **A.** Mechanical pipe, electrical conduit and/or duct work must be secured solid into position prior to installation of self-adhered vapor permeable air barrier membrane.
- **B.** Electrical services penetrating the wall assembly and self-adhered vapor permeable air barrier membrane must be placed in appropriate conduit and secured solid into position.
- **C.** Install manufactured flanged penetration sleeves as recommended by sleeve manufacturer.
- **D.** For straight sided penetrations, cut and fit self-adhered vapor permeable air barrier to accommodate sleeve, install specified single sided flashing tape to seal the air barrier membrane to ductwork or preformed flange sleeve.
- **E.** For pipe penetrations, refer to manufacturer's standard details.

3.06 VERTICAL APPLICATIONS

- **A.** For vertical applications, align sheets with an 'inside' or 'outside' corner to avoid wrinkles and miss-alignment of subsequent applications.
- **B.** Measure and pre-cut into manageable sized self-adhered sheets to suit the application conditions.
- C. Hang self-adhered sheets over wall and extend down to lowest point of wall. Allow for excess material at bottom of wall to accommodate tie-ins and connections to adjacent surfaces.
- **D.** Align and position self-adhered membrane, remove release film and press firmly into place. Provide minimum 3 inch overlap at side and end laps of membrane. Roll membrane and lap seams with roller to ensure contact and adhesion.

- **E.** Continue to remove release film and apply pressure to ensure positive contact onto wall substrate.
- F. Install subsequent sheets of self-adhered vapor permeable air barrier sheets in overlapping weatherboard format. Ensure sheets lay smooth and flat to surfaces. Roll membrane and lap seams with roller to ensure contact and adhesion.

3.07 HORIZONTAL APPLICATIONS

- **A.** For horizontal applications, align sheets and begin installation of water-resistive weather barrier at bottom or lowest point of wall.
- **B.** To avoid wrinkles and miss-alignment of subsequent applications it is recommended to pre-mark or "Snap" a level line to work from. Measure and precut into manageable sized sheets to suit the application conditions.
- **C.** Allow for excess material at bottom of wall to accommodate tie-ins and connections to adjacent surfaces.
- **D**. Align and position self-adhered membrane, remove release film and press firmly into place. Provide minimum 3 inch overlap at all side and end laps of membrane. Roll membrane and lap seams with roller to ensure contact and adhesion.
- **E.** Continue to remove release film and apply pressure to ensure positive contact onto wall substrate.
- **F.** Install subsequent sheets of self-adhered vapor permeable air barrier sheets in overlapping weatherboard format. Ensure sheets lay smooth and flat to surfaces. Roll membrane and lap seams with roller to ensure contact and adhesion.

3.08 BATTENS AND VENTILATION STRIPS FOR RAIN SCREEN CLADDING SYSTEMS

- **A.** Provide and install specified battens and ventilation strips under cladding systems.
- **B.** Install horizontal starter strip or vent strip at base of wall, vertical battens and top vent strip, secure into solid backing ready for installation of cladding system.
- **C.** Coordinate spacing of battens and vent strips to accommodate cladding system.

3.12 PROTECTION

- A. Protect wall areas covered with primary water-resistive vapor permeable air barrier from damage due to construction activities, high wind conditions, and extended exposure to inclement weather.
- **B.** Review condition of water-resistive weather barrier prior to installation of cladding. Repair, or remove and replace damaged sections with new membrane.
- **C.** Recommend to cap and protect exposed back-up walls against wet weather conditions during and after application of membrane, including wall openings and construction activity above completed primary water-resistive weather barrier installations.
- D. Remove and replace water-resistive vapor permeable air barrier affected by WATER RESISTIVE AIR BARRIER MEMBRANE 07 25 00-7

chemical spills or surfactants.

END OF SECTION 07 25 00

SECTION 07 42 00

PANELIZED STONE VENEER

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Panelized stone veneer wall cladding for exterior applications and related accessories

1.2 RELATED SECTIONS

- A. Section 07 25 00 Air Barriers.
- B. Section 07 62 00 Sheet Metal Flashing and Trim.
- C. Section 07 90 00 Joint Protection.

1.3 REFERENCES

- A. ASTM C 192 Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
- B. ASTM C 567 Standard Test Method for Determining Density of Structural Lightweight Concrete
- C. ASTM D 226 Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- D. ICC ES AC 51 Acceptance Criteria for Manufactured Stone Veneer

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Building Code Compliance:
 - International Code Council (ICC): Mortarless stone veneer shall meet or exceed ICC Evaluation Service Acceptance Criteria 51 for precast stone veneer as follows:
 - a. Density Equilibrium: 93 in accordance with ASTM C 567.
 - b. Freeze Thaw: 50 Cycles 3% or Less Weight Loss in accordance with ASTM C 67.
 - c. Compressive Strength: Greater Than 1800 PSI in accordance with ASTM C 39 and C 192
 - d. Moisture Absorption: Less Than 18% in accordance with ICC ES AC 51, Section 4.6
 - e. Saturated Weight lb/in 2: 12

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation standards and methods.
- C. Shop Drawings: Submit drawings depicting proper installation and flashing techniques. Coordinate locations with those found on the Drawings.
- D. Verification Samples: For each finish product specified, two samples, minimum size 8 inches (203 mm) square, representing actual product, color, and texture.
- E. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- F. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for cleaning and repair of components.
- G. Warranty: Submit copy of manufacturer's standard warranty.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with a minimum of 5 years documented experience manufacturing and marketing all Manufactured Stone products of the type specified in this section.
- B. Installer Qualifications: Company with documented experience in installation of manufactured masonry of the type specified.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside of manufacturer's limits.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle products in conformance with the manufacturer's requirements and recommendations.
- B. Transport and store in original shipping packaging until ready to use. Transport and store with nailing flange up.
- C. Store products off the ground on pallets in manufacturer's unopened packaging until ready for installation.

1.9 WARRANTY

A. Provide with manufacturer's standard warranty against defects in manufacturing.

PART 2 PRODUCTS

2.1 PANELIZED STONE VENEER

- A. Basis of Design: Versetta Stone as manufactured by Boreal Stone Products, which is located at: 2256 Centennial Road Toledo, OH 43617;
 - Web: http://www.versettastone.com
 - 1. Style: Ledgestone
 - 2. Color: Architect to select from manufacturer's full range of color options
- B. Description: Glass-fiber reinforced concrete molded stone-shaped veneer panels that interlock with a tongue and groove system, with embedded nailing strip for attaching to framing and exterior sheathing.
 - 1. Manufactured Size: 8" by 36" with a thickness ranging from 1 to 2.02" off wall.
 - 2. Fabricated Shapes: Universal corners, flat panel units, trimstone, wainscot cap, light boxes, and receptacle boxes.
 - 3. Water Resistant Barrier: See Section 07 25 00.
 - 4. Nailing Strip: 26 gauge steel with G90 galvanizing and factory-applied black paint.
 - 5. Channels: Manufacturer's standard vinyl starter strip and J-channels.
 - 6. Fasteners: Corrosion-resistant galvanized roofing nails or screws with minimum 5/16" head diameter and 1/8" shank diameter, with length suitable to penetrate framing material minimum 1".
 - 7. Flashing: Non-painted, non corrosive flashing.
 - 8. Adhesive: Manufacturer's recommended PL Premium Construction Adhesive.
 - 9. Concealing Material: Colored sanded caulk at nail/screw heads and as applicable.

C. Performance Criteria:

- 1. Physical Properties: ICC-ES AC 90 Section 3.1
 - a. Dimensions and Tolerances: Within manufacturer's specifications.
 - b. Flexural Strength: Greater than 700 psi
 - c. Density: 1218 kg/cubic meter
- 2. Weather-Resistive Properties, ICC-ES AC 90- Section 3.2
 - a. Moisture Movement, ASTM C 1185: Average linear change in moisture content 0.06 percent
 - b. Water Absorption, ASTM C 11 85: Less than 19 percent.
 - c. Moisture Content, ASTM C 1185: Less than 10 percent.
 - d. Water Tightness, ASTM C1185: No water droplets present.
 - e. Heat/Rain Exposure, ASTM C 1185: No damage or structural alternations.
 - f. Bond Strength: Tensile strength greater than 45 lb/inch.
- 3. Transverse Loads, ICC-ES AC 90 Section 3.3: Average sustained negative load of 135 psf, average ultimate negative load of 140 psf.
- 4. Accelerated Weathering, ICC-ES AC 90 Section 3.7: Complies with Section 5.1 of ASTM C 1186.

- 5. Surface Burning Characteriscs, ICC-ES AC 235 Section 4.2.3:
 - a. Flame Spread Index = 0.
 - b. Smoke Density Index = 0.
 - c. ASTM E 8, Class A.
- 6. Water Drainage Efficiency, ICC-ES AC 235 Section 4.5; Greater than 90 percent.
- D. Weather Resistant Barrier: Provide in compliance with ASTM D 226.
 - 1. Description: 1 layer of self-adhering water resistive air barrier membrane.
- E. Flashing: Window/door flashing and other penetrations shall be VaproLiqui-Flash by VaproShield, a liquid-applied vapor permeable air barrier flashing material with vapor permeance and resistance to air leakage properties compatible with the primary air barrier membrane.
- F. Fasteners: Corrosion resistant steel fasteners.
 - 1. For Wood Stud Applications:
 - a. Screws: Corrosion resistant screws with 3/8 inch (.80 mm) head and of sufficient length to penetrate wood studs a minimum of 1 inch (25 mm).
- G. Heavy Duty Construction Adhesive: PL Premium or DAP DynaGrip Max

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared in for the backup wall system indicated on the Drawings.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Weather Resistant Barrier:
 - Install weather resistive barrier in accordance with ASTM D 226 over all exterior surfaces designated to receive stone veneer.
 - 2. Apply weather resistive barrier according to manufacturer's instructions.
 - 3. Integrate barrier with existing building wrap to ensure weatherproof enclosure.
- C. Flashings: Install self-adhered flashing at windows, doors, openings and corners as recommended by the flashing manufacturer.

- D. Starter Strip: Install starter strip level at the base starting point line. Fasten every 8-10 inches.
- E. J Channel where specified: Install J channel at windows, doors, material transitions, penetrations and terminations. Fasten every 8-10 inches.
- F. Drainage: Provide a means for drainage and ventilation at all horizontal terminations by using starter strip in conjunction with flashing products.
- G. Install corners first and work inward. Corners should be installed with each course. Each corner piece shall have two screws or nails to securely attach. Inside corners use the same corner pieces reversed.
- H. Installation: Comply with manufacturer's instructions including the following:
 - 1. Each full flat panel or Universal Corner panel requires a minimum of 4 fasteners.
 - 2. Attach products without nail flanges using adhesive. Non-painted, clean metal flashing, or expaded metal lath, fastened 16 inches on center into framing 1is required for an acceptable bonding surface. After bonding surface has been prepared, apply minimum 3/8 1inch beads of adhesive,, in vertical beads, every 2 to 3 inches. Instal.I partial panel and press into adhesive to assure complete contact. Secure until adhesive has cured.
 - 3. Install trim pieces and sills, as indicated.
 - 4. Conceal fasteners or gaps as needed.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Services: Provide periodic site visits as requested by Architect. Report any discrepancies to the Contractor with copies to the Architect within 24 hours of each visit.

3.5 CLEANING

A. Clean manufactured masonry in accordance with manufacturer's installation instructions

3.6 PROTECTION

- A. Protect installed products until completion of project.
- B. Clean prior to project closeout.
- C. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 42 13.13

FORMED METAL WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Concealed-fastener, lap-seam metal wall panels. (Exterior application Exterior wall panels)

1.2 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
 - 1. Concealed-fastener, lap-seam metal wall panels.
 - 2. Manufacturers original printed color sample
- B. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below:
 - 1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For [exposed-fastener, lap-seam metal wall panels] [concealed-fastener, lap-seam metal wall panels] [metal liner panels], for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.

1.7 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.8 COORDINATION

A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.
 - 2. Installation warranty Period: Two years from date of Substantial Completion.

- B. Manufacturer's Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. A. Products::
 - 1. Basis of Design Products:
 - a. Vertical Metal Siding: Berridge L-Panel (1" profile depth)
 - 1) Widths: 11 5/8" coverage—smooth, single groove
 - 2) Patterning and extent described on Exterior Elevations
 - 3) Color: Preweathered Galvalume or Architect approved eq.
- B. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Deflection Limits: For wind loads, no greater than 1/240 of the span.
- C. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft.
- D. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 2.86 lbf/sq. ft.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental

effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces

2.2 CONCEALED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. Provide factory-formed metal panels designed to be field assembled by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Flush-Profile, Concealed-Fastener Metal Wall Panels, Formed with vertical panel edges and a flat pan between panel edges; with flush joint between panels.
 - Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - a. Nominal Thickness: 0.028 inch (24 Ga.)
 - b. Exterior Finish: Three-coat fluoropolymer
 - 2. Panel Coverage: See drawings
 - 3. Panel Height: See drawings
 - 4. Panel texture:
 - a. Panels 12" or greater: Standard flat-pan or striated pattern
- C. Reveal-Joint, Concealed-Fastener Metal Wall Panels, Formed with vertical panel edges and a flat pan between panel edges; with narrow reveal joint between panels.
 - Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - a. Nominal Thickness: 0.028 inch
 - b. Exterior Finish: Three-coat fluoropolymer
 - c. Color: As selected by Architect from manufacturer's full range
 - 2. Rib Spacing: See drawings, o.c.
 - 3. Panel Coverage: See drawings
 - 4. Panel Height: See drawings

2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 hot-dip galvanized coating designation or ASTM A792/A792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefinfoam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or pre-molded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, end walls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
 - 2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

2.4 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
 - Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 - 5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.5 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Steel Panels and Accessories:

- 1. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions
- 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 **EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
 - 1. Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
 - 2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
 - Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.

3.3 INSTALLATION OF METAL PANELS

- A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal panels.
 - 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal panel work proceeds.
 - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

- 1. Steel Panels: Use stainless steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.

- 1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
- 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
- 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
- 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
- 5. Flash and seal panels with weather closures at perimeter of all openings.

E. Watertight Installation:

- 1. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels; and elsewhere as needed to make panels watertight.
- 2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
- 3. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.
- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal wall panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.
 - Install exposed flashing and trim that is without buckling and tool marks, and that
 is true to line and levels indicated, with exposed edges folded back to form hems.
 Install sheet metal flashing and trim to fit substrates and achieve waterproof
 performance.

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2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

07 42 13

SECTION 07 60 00

METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes sheet metal flashing and trim in the following categories:
 - **1.** Exposed trim.
 - 2. Edge flashing.
 - **3.** Window/door flashing.
 - **4.** Misc. Flashing
 - 5. Exterior Louvers

1.3 PERFORMANCE REQUIREMENTS

A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.

1.4 SUBMITTALS

- **A.** Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- **B.** Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 METALS

- **A.** Galvanized Steel Sheet at cavity wall: ASTM A 526/A 526M, G 90, commercial steel, or ASTM A 527/A 527M, G 90, lock-forming quality, hot-dip galvanized steel sheet(24 GA.)
- **B.** Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet complying with ASTM A 755/A 755M, G 90 coating designation, coil coated with high-performance fluoropolymer coating; not less than 0.0336 inch thick.
 - 1. High-Performance Organic Coating: Fluoropolymer two-coat system with fluoropolymer coat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - 2. Color and Gloss: As selected from full range of manufacturer's standard colors.
 - a. Sheet metal is to match color of surrounding material.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES

- **A.** Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- **B.** Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."
- **C.** Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.

2.3 FABRICATION, GENERAL

A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.

- **B.** Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- **C.** Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- **D.** Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- **E.** Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- **F.** Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- **G.** Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- **H.** Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- **I.** Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.4 SHEET METAL FABRICATIONS

- **A.** General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- **B.** Exposed Trim (including flashing and trim around louvers and escutcheons) Match color of surrounding metal surfaces. If surrounding surfaces are not comprised of painted metal surfaces verify color with Architect: Fabricate from the following material:
 - 1. Coil-Coated Galvanized Steel Sheet: 24 gauge, unless indicated otherwise.

- **C.** Parapet Copings, Window sills, misc. flashings: Shop-fabricated, prefinished metal coping system:
 - 1. Coil-Coated Galvanized Steel Sheet: 24 gauge, unless indicated otherwise.
 - **2.** Finish: Two Coat Fluoropolymer coating.
 - 3. Color: Match color of surrounding metal surfaces
 - **4.** Accessories: Provide minimum 3" cleats at 24" o.c.
- **D.** Counter Flashing: Fabricate from the following material:
 - 1. Coil-Coated Galvanized Steel Sheet: 24 gauge, unless indicated otherwise.
 - **2.** Finish: Two coat Fluoropolymer coating.
 - 3. Color: Match color of surrounding metal surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- **B.** Color: Sheet Metal flashing is to match surrounding wall surface. Architect to approve sheet metal colors and locations for each color utilized.
- C. Install exposed sheet metal Work that is without oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- **D.** Windows: Provide wind cleats as required to secure flashing. Minimum 32" o.c. unless engineering calculation is provided increasing width between wind cleats
- **E.** Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet with no joints allowed within 24 inches

of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

- **F.** Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints.
- **G.** Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
 - **1.** Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.

3.3 CLEANING AND PROTECTION

- **A.** Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- **B.** Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION 07 60 00

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- **A.** This Section includes joint sealants for the following applications:
 - **1.** Exterior joints in the following vertical surfaces and horizontal non-traffic surfaces:
 - **a.** Perimeter joints between materials listed above and frames of doors, windows, and louvers.
 - b. Joints at siding materials as indicated
 - c. Other joints as indicated
- **B.** Related Sections include the following:
 - 1. Division 9 Section "Gypsum Board Assemblies" for sealing perimeter joints of gypsum board partitions to reduce sound transmission.

1.3 PERFORMANCE REQUIREMENTS

- **A.** Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- **B.** Provide joint sealants for applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

A. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.

JOINT SEALANTS 07 92 00-1 **B.** Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.6 PROJECT CONDITIONS

- **A.** Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - **2.** When joint substrates are wet.
 - **3.** Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - **4.** Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- **A.** Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- **B.** Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- **A.** Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- **B.** Single-Component Non sag Polysulfide Sealant :
 - **1.** Products:
 - **a.** Pacific Polymers, Inc.; Elastoseal 230 Type I (Gun Grade).
 - **b.** Polymeric Systems Inc.; PSI-7000.
 - **2.** Type and Grade: S (single component) and NS (nonsag).
 - **3.** Class: 25.
 - **4.** Use Related to Exposure: NT (nontraffic).

JOINT SEALANTS 07 92 00-2

- **5.** Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- **a.** Use O Joint Substrates: galvanized steel, wood.
- **C.** Multicomponent Nonsag Neutral-Curing Silicone Sealant:
 - **1.** Products:
 - **a.** Dow Corning Corporation; 756 H.P.
 - **2.** Type and Grade: M (multicomponent) and P (pourable).
 - **3.** Class: 50.
 - **4.** Use Related to Exposure: NT (nontraffic).
 - **5.** Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - **a.** Use O Joint Substrates: galvanized steel.
- D. Single-Component Mildew-Resistant Neutral-Curing Silicone Sealant:
 - **1.** Products:
 - a. Pecora Corporation; 898.
 - **b.** Tremco; Tremsil 600 White.
 - **2.** Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - **4.** Use Related to Exposure: NT (nontraffic).
 - **5.** Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - **a.** Use O Joint Substrates: galvanized steel.

E.Multi-component Non sag Urethane Sealant:

- **1.** Products:
- **a.** Sika Corporation, Inc.; Sikaflex 2c NS TG.
- **b.** Sonneborn, Division of ChemRex Inc.; NP 2.
- c. Tremco; Vulkem 227.
- d. Tremco; Vulkem 322 DS.
- **2.** Type and Grade: M (multicomponent) and NS (nonsag).
- 3. Class: 25.
- **4.** Uses Related to Exposure: T (traffic) and NT (nontraffic).
- 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O Joint Substrates: (galvanized steel, wood).

2.4 LATEX JOINT SEALANTS

- **A.** Latex: Comply with ASTM C 834, Type P, Grade NF.
- **B.** Products:
 - **1.** Pecora Corporation; AC-20+.
 - 2. Sonneborn, Division of ChemRex Inc.; Sonolac.
 - 3. Tremco: Tremflex 834.

JOINT SEALANTS 07 92 00-3

2.5 PREFORMED TAPE SEALANTS

- A. Back-Bedding Mastic Tape Sealant: Preformed, butyl-based elastomeric tape sealant with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - **1.** AAMA 804.3 tape, where indicated.
 - **2.** AAMA 806.3 tape, for applications in which tape is subject to continuous pressure.
 - **3.** AAMA 807.3 tape, for applications in which tape is not subject to continuous pressure.
- **B.** Expanded Cellular Tape Sealant: Closed-cell, PVC foam tape sealant; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:
 - **1.** Type 1, for applications in which tape acts as the primary sealant.
 - **2.** Type 2, for applications in which tape is used in combination with a full bead of liquid sealant.

2.6 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.7 MISCELLANEOUS MATERIALS

- **A.** Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- **B.** Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- **C.** Masking Tape: Non staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- **A.** Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- **A.** Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - **a.** Concrete.
 - **b.** Masonry.
 - **3.** Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - **b.** Glass.
- **B.** Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- **C.** Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- **A.** General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- **B.** Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- **C.** Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - **3.** Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- **D.** Tooling of Non sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - **3.** Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

E.Installation of Preformed Tapes: Install according to manufacturer's written instructions.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 00

SECTION 09 91 13

EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Primers.
 - 2. Finish coatings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include preparation requirements and application instructions.
 - Indicate VOC content.
- B. Samples: For each type of topcoat product.
- C. Samples for Initial Selection: For each type of topcoat product.
- D. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

E. Product Schedule: Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

- 1. Provide materials for use within each paint system that are 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, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range

2.3 PRIMERS

- A. Water-Based, Rust-Converting Primer: Corrosion-resistant, water-based-emulsion primer formulated to transform rust into magnetite. Apply per manufacturer's writing application instructions. For use on all exterior ferrous metals.
 - 1. Product: Uniflex Rust Inhibitive Metal Primer, Sherwin Williams.

2.4 FINISH COATINGS

- A. High-Build Epoxy Paint, Low Gloss: High-solids, two-component epoxy; formulated for use on exterior concrete, masonry, and primed-metal surfaces.
 - 1. Gloss and Sheen Level: Manufacturer's standard low-gloss finish
 - 2. Basis of Design Product: Pro Industrial Rust Preventative Paint by Sherwin Williams Paints
 - 3. Color: Match Berridge metal panel color.

PART 3 - EXECUTION

3.1 **EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 4. Paint entire exposed surface of window frames and sashes.
 - 5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

- 6. Primers specified in the Exterior Painting Schedule may be omitted on items that are factory primed or factory finished if compatible with intermediate and topcoat coatings and acceptable to intermediate and topcoat paint manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed to view:
 - a. Equipment, including panelboards and switch gear.
 - b. Metal conduit.
 - c. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.

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- 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
- 3. Allow empty paint cans to dry before disposal.
- 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09 91 13



Advanced Composite Siding

Lap Siding Installation Instructions (pg 1/2)

GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- Everlast siding is for horizontal application only. Do NOT install vertically.
- All pocketed trim must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding in temperatures below 0º F.
- Inspect siding for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.

JOB SITE STORAGE

- Do NOT stack siding more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.

PREPARING WALLS

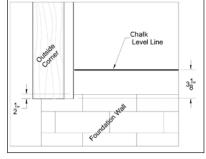
- Everlast siding must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

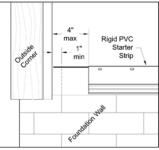
STARTING THE INSTALLATION

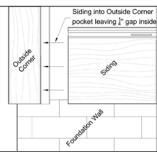
- Install pocketed trim at inside and outside corners, and around all windows and doors.
- Measure & chalk a level line 3-1/8" up from the lowest point of the wall.
- Align the top of the Everlast starter strip on the level line, leave a 1" to 4" gap from the end of the starter strip & accessory



nailing flange. Fasten starter strip to the wall assuring it is tightly fastened.

- Leave a 1/2" Gap between sections of starter strip.
- Lock the siding plank onto the starter strip and slide the plank into the corner pocket. Be certain the plank is fully seated onto the starter strip.
- To accommodate lateral expansion and contraction, always leave a 1/4" gap between the end of the siding plank and the inner wall of the pocketed trim.





BEST PRACTICE

Prior to installation, mark stud locations to facilitate and speed installation. Nailing slots are provided every 8" on-center to also assist in stud location.

CUTTING PLANKS

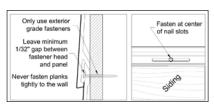
- For vertical cuts, use a power saw with a fine tooth or plywood blade.
- An option for horizontal cuts only, is to use a straight edge or metal brake with a utility knife or a scoring tool. Score across the face of the plank and then snap the plank on the score line.

REQUIRED FASTENERS

- Fasten planks only with aluminum, stainless steel, galvanized or other corrosion-resistant nails or screws.
- Nail/screw head diameter must be 3/8" to 7/16" with a maximum shank diameter of .160".
- If installing into metal framing, use self-tapping corrosionresistant screws.

PROPER FASTENING

 Everlast is a floating siding system that accommodates lateral expansion and contraction within pocketed trim. Therefore, never hard nail siding planks tightly to the wall.

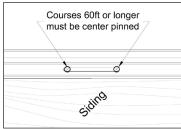


- · Always fasten siding planks through the center of the pre-punched nailing slots.
- Always leave a minimum 1/32" gap between the nail head and the nailing hem.
- For stud walls only with no wood substrate, fasteners must penetrate the studs a minimum 1-1/8".



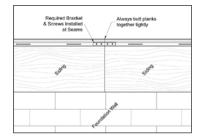
Lap Siding Installation Instructions (pg 2/2)

- Fastening into OSB or plywood sheathing is acceptable. Be sure the fasteners are long enough to penetrate a minimum 3/4" beyond the sheathing. Note: Fasten into studs when possible.
- Avoid fastening siding in a manner where it will conform to dips or bumps in the wall. On wavy walls, float the siding accordingly and shim where necessary to achieve visual flatness.
- To ensure a level installation, prior to fastening, be sure each plank is fully seated onto the starter strip or course below.
- Courses of siding measuring 60' or longer must be pinned at the center of the course. Pin the course by placing fasteners at both edges of a single nailing slot. This will ensure that a course expands and contracts in both directions.



SEAMING PLANKS TOGETHER

• All plank-to-plank butt joints must be securely seamed using Everlast seam brackets and screws.



BEST PRACTICE

Use factory end cuts at seams whenever possible. When using field cuts, be certain cuts are square.

- Proper installation of seam brackets ensures that all planks in a course are securely tied together and will be able to expand and contract freely, as a single unit, within pocketed trim.
- Butt planks together tightly at seams before installing the seam bracket.
- Install each seam bracket with 4 seam bracket screws to hold planks firmly together. PLEASE NOTE: The screws provided in the seam bracket kit are of proper length that will NOT penetrate through the planks. WARNING: Only use 5/16" stainless steel screws. Do not use screws that will penetrate into the wall, preventing planks from floating. Doing so voids the warranty.
- Center the seam bracket on the nailing hem of adjacent planks and fasten with 4 seam bracket screws, 2 per plank.
- When possible, avoid seams under and over windows and over doors.

BUTT JOINT SEAM GAPPING IS NOT A MANUFACTURE PRODUCT DEFECT

Seam Gap Potential Causes:

- Seam Bracket not installed/used.
- Seam Bracket not installed properly (Screws strip out, missing screws).
- Butt joint initial install was incorrect (Was not butted tight when bracket was fastened).
- Panels pinned/hard fastened along the course not allowing panels/course to float properly.
- Long runs not pinned properly (60ft).
- Long runs requiring proper pinning and Expansion joints (over 60ft).
- Improper gaps around utilities, windows, and doorways.

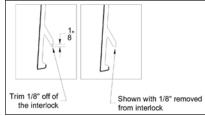
SEAM BRACKET KIT CALCULATOR

- Each kit contains 25 brackets and 115 screws
- 3 squares per kit for 6-7/8" reveal Everlast planks
- 2 squares per kit for 4-1/2" reveal Everlast planks

EAVES AND GABLES

- To maintain the proper pitch of the top course, use a furring strip behind the cut edge and at all seams. This furring strip also functions as a compression strip holding the planks tightly against the front of the top trim piece.
- Trim 1/8" off of the interlock located on the back of the last plank. For gables, where it can be especially tight, cut off the

ends of the interlock diagonally. Face nail the last piece of siding with a color matched fastener or trim nail. This is the only instance when you should fasten through an Everlast plank.



BEST PRACTICE

At eaves, when siding is installed prior to the soffit, use brackets at all seams.

INSTALLING SHUTTERS

•Pre-drill a 1/2" hole through the siding where the shutter screw will penetrate the siding.



For a video installation tutorial, visit EverlastSiding.com/ProResources.



Everlast® Call Center Support Line

8am - 5pm EST Mon-Fri Toll Free (844) 494-7920



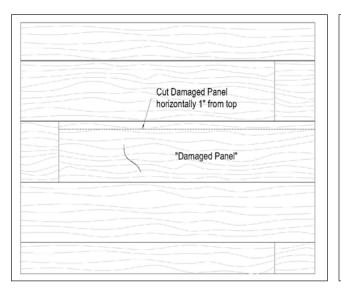


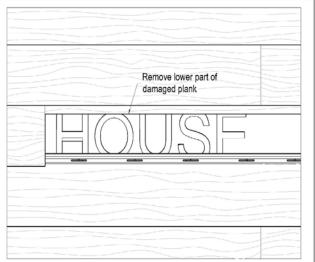


Instructions for Removing & Replacing a Plank (pg 1/2)

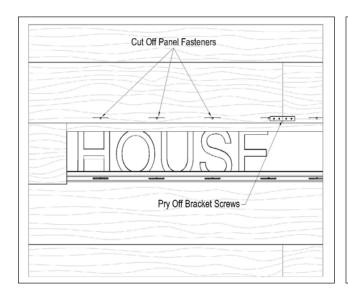
REMOVING AND REPLACING A DAMAGED PLANK

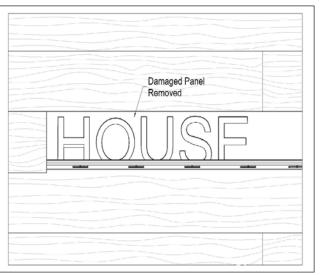
• Carefully cut the damaged plank horizontally, 1" from the top and remove the lower section.





- Using a flathead screwdriver, pry loose the seam brackets connecting the damaged plank to the adjacent planks.
- Use a sawzall or oscillating tool to cut off the fasteners from the damaged plank and remove the top portion.

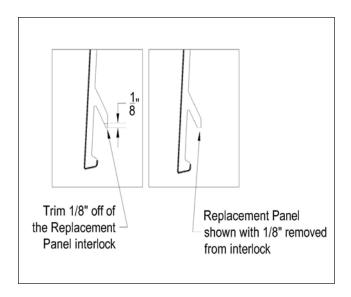




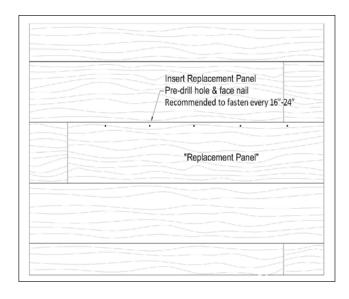


Instructions for Removing & Replacing a Plank (pg 2/2)

• Trim 1/8" off the inter-lock of the replacement plank.



- Insert the plank, pre-drill holes along the top of the panel. The holes should be at least 1/16" larger in diameter than the trim nails.
- Insert the plank with pre-drilled holes & face nail every 16"-24" along the top of the panel using color matched trim nails. Or you can paint the head of the fastener (Refer to the Everlast website for Sherwin Williams color-match paint codes).





For a video installation tutorial, visit EverlastSiding.com/ProResources.



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Vertical Board & Batten Siding Installation Instructions (pg 1/2)

Advanced Composite Siding

GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocket trim products.
- Everlast Board & Batten siding is for vertical application only. Do NOT install horizontally.
- Do NOT install Everlast siding in temperatures below 0º F.
- Inspect siding for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.

JOB SITE STORAGE

- Do NOT stack siding more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.

PREPARING WALL SURFACES

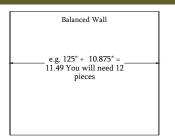
- Everlast siding must be installed over flat and level exterior walls.
- Fastening into studs is not required, but Board & Batten must be installed into a minimum 7/16" of wood sheathing. The fasteners must penetrate beyond the wood sheathing a minimum of 3/4".
- For stud walls only with no wood substrate, apply 1" x 3" furring strips horizontally every 14" on center, or apply an OSB or plywood substrate over the studs.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier to eliminate any water penetration.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips. Apply 1" x 3" wood furring strips horizontally 14" on center to create a level surface. If additional insulation is required, then apply rigid foam or fiber sheathing.

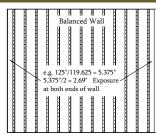
CREATING A BALANCED WALL

- It is not required to do so, but to create a balanced appearance on the the wall, use the following calculation.
- Divide wall in inches by 10.875 (round down to whole number)
 = # of full panels needed. Multiply # of full panels needed by
 10.875 = total coverage of full panels. Subtract total length of
 wall by total coverage of full panels = uncovered length. Divide
 uncovered length by 2 = each side piece reveal.

Example (125" wall) 125/10.875 = 11.49 (round to 11) 11 x 10.875 = 119.625 125 - 119.625 = 5.375 5.375/2 = 2.69

Note: Total wall length must be measured after the trim has been installed.





BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

TRIM & ACCESSORIES

- Everlast Board & Batten requires the use of pocketed trim accessories.
 The siding cannot be butted up against trim.
- All current Everlast trim accessories are recommended for installation but not required. Everlast two-piece trim is recommended for ease of installation of the Board & Batten siding.
- The pocket or rabbeted trim accessories must be a minimum pocket width of 3/4" and depth of 5/8" to accommodate the panel interlock, as well as expansion and contraction.

CUTTING PANELS

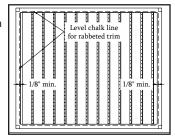
- For horizontal cuts, use a power saw with a fine tooth (80T) finish plywood blade.
- An option for vertical cuts only, is to use a straight edge or metal brake with a utility knife or scoring tool. Score the face of the panel and then snap the panel on the score line.
- A circular saw can be used for vertical cuts as well.

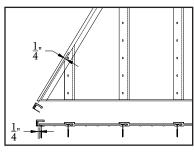
REQUIRED FASTENERS

- Fasten panels only with aluminum, stainless steel, galvanized or other corrosion-resistant nails or screws.
- Nail/screw head diameter must be 3/8" to 7/16" with a maximum shank diamater of .160".
- If installing into metal framing, use self-tapping corrosionresistant screws.
- Note: In high wind areas, screws or ring shank nails are recommended. Always consult with local building codes.

STARTING THE INSTALLATION

- Install pocketed trim at all inside and outside corners, around all windows and doors, and at the top termination of the Board & Batten siding. Make sure trim is installed level.
- The bottom can be flush with trim.
- Pocketed trim must have a minimum width of 3/4" to accommodate the batten of the panel.
- Everlast 2-piece perimeter trim requires the trim receiver to be installed prior to the Board & Batten siding. The 1-1/2" perimeter trim cover will be installed after siding installation is complete.
- If using rabbeted trim accessories, please follow manufacturers instructions for use. Properly measure and chalk a level line. Leave proper allowance for installation of the trim after the siding is installed.







Vertical Board & Batten Siding Installation Instructions (DE 2/2)

Advanced Composite Siding

- If installing pocketed trim at the bottom of the course, it is recommended to drill 3/16" weep holes in the bottom of the channel every 18"-24" to allow for moisture to escape.
- To accommodate expansion and contraction, always leave a 1/4" gap between the siding panel and the inner wall of the top pocketed

PROPER FASTENING

- Everlast is a floating siding system that accommodates vertical expansion and contraction within pocketed trim. Therefore, never hard nail siding panels tightly to the wall.
- The first fastener should be placed at the top of the bottom-most nail slot.
- Continue fastening at the top of the nail slot at intervals of every 3rd slot.
- · Always fasten siding panels through the top of the pre-punched nailing slots.
- Always leave a minimum 1/32" gap between the fastener head and the nailing hem.
- Avoid fastening siding in a manner where it will conform to dips or bumps in the wall. On wavy walls, float the siding panels accordingly and shim where necessary to achieve visual flatness.

EXPANSION AND CONTRACTION

- With Everlast Board & Batten siding, allow for 1/4" of movement at the top of the panel when measuring.
- Position the first nail at the top of the bottom-most nail slot. This will help with letting the siding hang in place and allow the panels to rest at the bottom of trim.
- Center the remaining fasteners in the slots.

PANEL INSTALLATION

- Board & Batten panels can be installed in a left to right or right to left orientation.
- The nail hem will always be in the direction of installation.
- On each panel there is an installation line guide to ensure the panel is fully seated within the interlock. Always make sure this line is completely covered by the edge of the batten strip.



Top of slots

targeting every

Top of bottom

most nail slot.

3rd slot interval.

• The first panel will act as a starter strip for the entire course. This panel must be checked for perfect level prior to continuing the installation

INSTALLING AROUND WINDOWS/DOORS/CUT OUTS

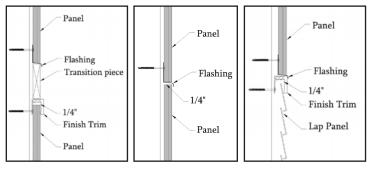
• When measuring Board & Batten panels to be cut and installed around windows, doors, and other cut outs, it is important to leave 1/4" gap on the top, bottom, and sides. This will maintain enough room for vertical expansion and contraction and ease of installation. • It may be necessary to remove 1/8" from the interlock on the panel to be installed to allow the panel to slide into the trim, clear the existing panel, and have proper engagement. Use a utility blade to complete this task.

TRANSITIONING TO COURSES

- Board & Batten panels cannot be stacked on top of one another. This is **not** a butt joint system.
- If the wall is taller than one course (more than 12') it is important to separate the courses by a transition piece.

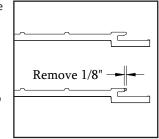


- The transition piece must be "Z flashed" prior to applying the second course of Board & Batten.
- When transitioning from horizontal siding to Board & Batten follow the same steps.
- Refer to "Starting the Installation" for second course installations.



FINISHING THE LAST COURSE

- Finishing the last course may require you to remove part of the panel.
- Cut off 1/8" of the interlock to allow the panel to slide into the trim accessory and engage on the previous panel.
- Use a color-matched trim nail to fasten the last piece.
- Predrill a hole slightly larger than the shank of the fastener. Fasten every 16"-24" close to the end of the panel to hold in place.
- This is the only instance where the panels will need face fastened.
- If you choose to not face fasten the final panel, use a silicon adhesive on the inside of the interlock. Insert the last piece to lock the two panels together. The last two courses will move as one.







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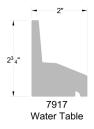






Water Table Trim (7917EV Cellular) Installation Instructions

Advanced Composite Siding





GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.

PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Water Table is typically used for Bottom of the Wall, Above a Stone/Brick Ledge

LENGTHS

• 18'

COLOR

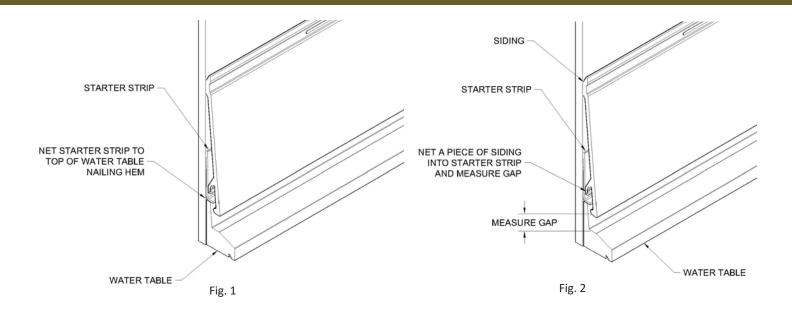
Matte White

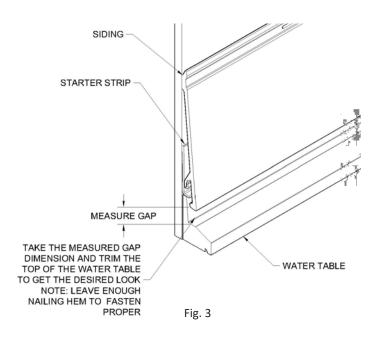
INSTRUCTIONS

- 1. Measure the desired length to be cut.
- 2. Cut the water table with a power saw using a fine tooth or PVC blade.
- 3. On a table saw, remove top of water table to achieve desired gap from the bottom of the siding to the surface of the water table (Fig. 1, 2, 3).
- 4. Install the water table at the desired location making sure it remains level every 8" to 12" using galvanized, stainless, or corrosion resistant nails or screws through the top portion.
- 5. Butt conjoining pieces of water table together when exceeding 18'.
- 6. If installing Everlast lap siding, rest the required starter strip at the top of the water table and fasten to the wall.
- 7. Install Everlast siding according to the installation instructions.



Water Table Trim (7917EV Cellular) **Installation Instructions**







For a video installation tutorial, visit EverlastSiding.com/ProResources.



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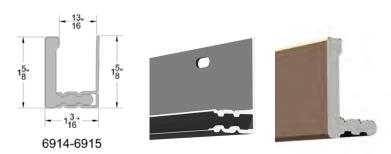






Advanced Composite Siding

1-1/2" Perimeter (6914 Color-Matched) with Receiver (6915) Trim Installation Instructions



GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- \bullet Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Perimeter Trim is typically used for Board and Batten Install, Inside Corners, Soffit/Eave Terminations, Transitions

LENGTHS

• 12'6"

COLOR

• 15 standard Everlast colors



1-1/2" Perimeter (6914 Color-Matched) with Receiver (6915) Trim Installation Instructions

Advanced Composite Siding

INSTRUCTIONS (Inside Corners)

- 1. Measure the height of the inside corner wall.
- Cut two trim receivers using a power saw with a fine tooth or PVC blade.
- 3. To achieve a uniform inside corner, install a 1" x 1" block along the height of the wall (Fig. 1).
- 4. Place the trim receiver against the block and on the wall. Fasten every 8" to 12" along the nail hem making sure the receiver is securely fastened using galvanized, stainless, or corrosion resistant nails or screws (Fig. 2).
- Install Everlast lap or board and batten siding per the siding installation instructions.
- Measure and cut the perimeter trim and snap into the receiver.
- For additional detail, please visit https://www. everlastsiding.com/quick-guide-installation-videos

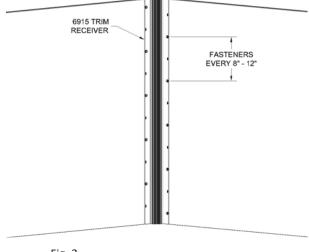
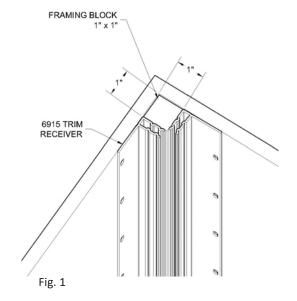
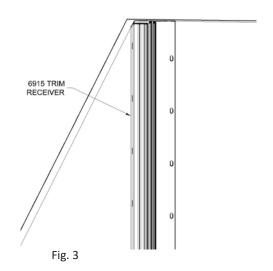


Fig. 2





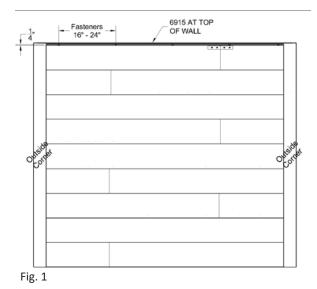


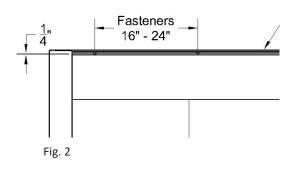
1-1/2" Perimeter (6914 Color-Matched) with Receiver (6915) Trim Installation Instructions

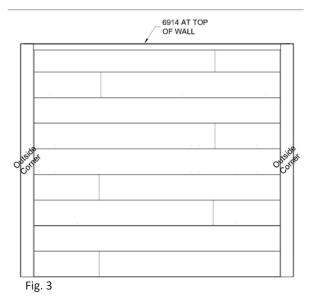
Advanced Composite Siding

INSTRUCTIONS (Soffit/Eave Terminations and Transitions)

- 1. Before the last piece of Everlast siding is installed, measure the length of the termination or transition area
- 2. Cut the trim receiver using a power saw with a fine tooth or PVC blade
- 2a. In situations where the termination or transition exceeds 12', the conjoining trim receivers can be straight miter cut and butted together
- 3. Fasten the trim receiver to the wall approximately every 8" to 12" along the nail hem making sure the receiver is securely fastened using galvanized, stainless, or corrosion resistant nails or screws (Fig. 1)
- 4. Install the last piece/course of siding per the installation instructions. Use required seam brackets on courses exceeding 12'. No face nailing is required; panel fasteners will net at the top of the panel. (Fig. 2)
- 5. Measure and cut the perimeter trim and snap into the receiver (Fig. 3)
- For additional detail, please visit https://www.everlastsiding. com/quick-guide-installation-videos









For a video installation tutorial, visit EverlastSiding.com/ProResources.



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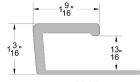






1-1/2" J Channel (6947 Color-Matched) Trim Installation Instructions

Advanced Composite Siding





6947 1-1/2" J-CHANNEL

GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- \bullet Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 J Channel Trim is typically used for Window/Door Surround, Inside Corner, Soffit/Eave Terminations, Transitions

LENGTHS

• 12'6"

COLORS

• 15 standard Everlast colors



1-1/2" J Channel (6947 Color-Matched) Trim Installation Instructions

Advanced Composite Siding

INSTRUCTIONS (Window and Doors)

- 1) Measure the height and width of the window/door.
- 2) 45° miter cut with a fine tooth or PVC blade.
- a) Optional square cut J-channel can be achieved by running the trim long 1-1/2" on both ends (top/bottom or sides).
- b) Use an oscillating tool and notch out channel of the trim 1-1/4" for the siding to be accepted within both trim J-channels (Fig. 1 and 2).
- 3) Fasten the J-channel pieces to the wall around the window/ door every 8" to 12" along the nail hem making sure the profiles are securely fastened using galvanized, stainless, or corrosion resistant nails or screws (Fig. 3).
- 4) Optional PVC adhesive can be used to join the mitered ends.

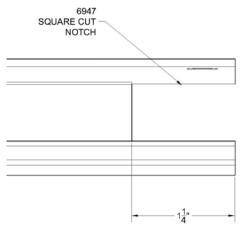
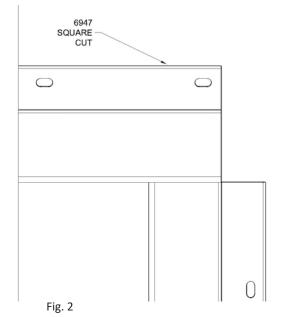


Fig. 1





INSTRUCTIONS (Terminations and Transitions)

- 1) Before the last piece of Everlast siding is installed, measure the length of the termination or transition area.
- 2) Cut the J-channel using a power saw with a fine tooth or PVC blade.
- (a) 2a. In situations where the termination or transition exceeds 12' 6", the conjoining J-channels can be straight miter cut and butted together.
- 3) Fasten the J-channel to the wall approximately every 8" to 12" along the nail hem making sure the profile is securely fastened using galvanized, stainless, or corrosion resistant nails or screws
- 4) Install the last piece/course of Everlast siding per the installation instructions.



1-1/2" J Channel (6947 Color-Matched) Trim Installation Instructions

INSTRUCTIONS (Inside Corners)

- 1) Measure the height of the inside corner wall.
- 2) Cut two J-channels using a power saw with a fine tooth or PVC blade.
- 3) To achieve a uniform inside corner, install a 1" x 1" block along the height of the wall (Fig. 1).
- 4) Install the J-channels against the block in the direction of the inside walls. Fasten every 8" to 12" along the nail hem making sure the profiles are securely fastened using galvanized, stainless, or corrosion resistant nails or screws (Fig. 2).
- 5) Screws can be attached inside the pocket into the blocking to keep tight (Fig. 3).
- For additional detail, please visit https://www.everlastsiding. com/quick-guide-installation-videos

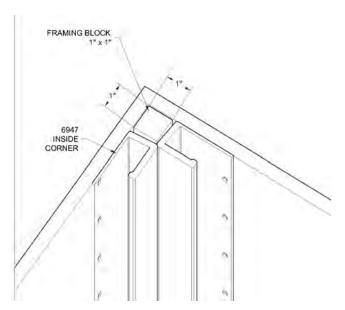
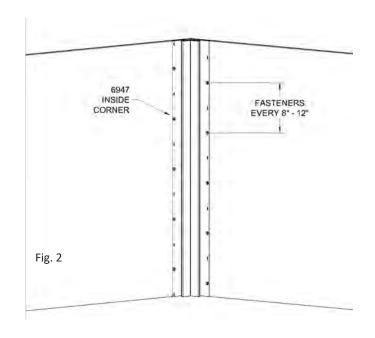
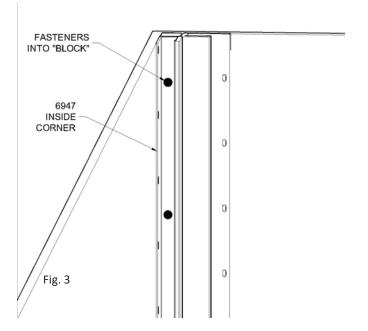


Fig. 1







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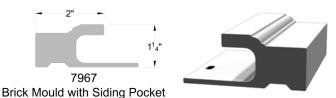






2" Brickmould Trim (7967EV Cellular) Installation Instructions

Advanced Composite Siding



GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below 0° F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

• Brickmould is typically used for Window and Door Surround

LENGTHS

• 18'

COLOR

Matte White



2" Brickmould Trim (7967EV Cellular) Installation Instructions

Advanced Composite Siding

INSTRUCTIONS

- 1. Measure the height and width of the window/door.
- 2. 45° miter cut using a miter saw with a fine tooth or PVC blade to achieve the cleanest cut.
- 3. Fasten the casing pieces to the wall around the window/door approximately every 8" to 12" along the nail hem using galvanized, stainless, or corrosion resistant nails or screws.
- 4. Optional face nailing: use 8d nails or 3" galvanized finishing nails, space nails 8" to 12" apart. Counter sink nails 1/16" below the surface of the casing. Nails should penetrate the structural frame at least 1". To conceal nail holes, use a sealant or epoxy. Cortex screws and plugs can also be used.
- To join the miter ends, use a PVC adhesive or "toenail" a screw inside the pocket of the brickmould to pull the miters together.





For a video installation tutorial, visit EverlastSiding.com/ProResources.



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3-1/2" Casing (7968AEV Cellular) Trim Installation Instructions

Advanced Composite Siding





3-1/2" Casing with Siding Pocket

GENERAL INFORMATION

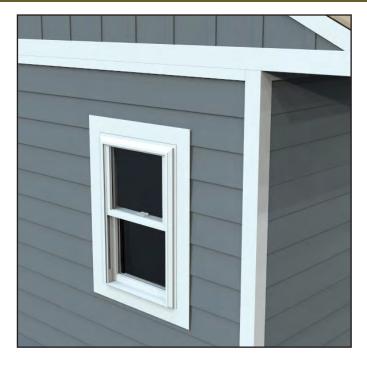
- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Casing trim is typically used for Window/Door Surround, Inside Corners, Soffit/Eave Terminations, Transitions

LENGTHS

• 12'

COLOR

Matte White



3-1/2" Casing (7968AEV Cellular) Trim Installation Instructions

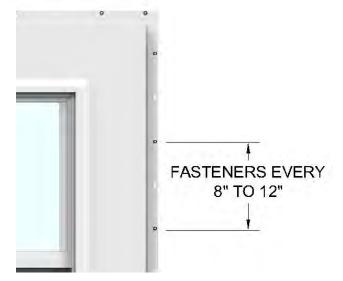
Advanced Composite Siding

INSTRUCTIONS - WINDOW & DOORS

- 1. Measure the height and width of the window/door.
- 2. 45° miter cut with a fine tooth or PVC blade.
- Fasten the casing pieces to the wall around the window/ door approximately every 8" to 12" along the nail hem using galvanized, stainless, or corrosion resistant nails or screws (See Fig. 1).
- 4. To join the miter ends, use a PVC adhesive to hold the miters together.
- 5. Optional face nailing: use 8d nails or 3" galvanized finishing nails, space nails 8" to 12" apart. Counter sink nails 1/16" below the surface of the casing. Nails should penetrate the structural frame at least 1". To conceal nail holes, use a sealant or epoxy. Cortex screws and plugs can also be used.



Fig. 1



INSTRUCTIONS - INSIDE CORNERS

- 1. Measure the height of the inside corner wall.
- Cut two casings using a power saw with a fine tooth or PVC blade.
- 3. In situations to achieve a low profile inside corner, measure and rip cut to the desired width on a table saw.
- 4. Fasten one casing to one inside wall approximately every 8" to 12" along the nail hem making sure to keep plumb.
- Fasten the second casing the second inside wall approximately every 8" to 12" along the nail hem making sure to keep plumb.

INSTRUCTIONS - TERMINATIONS & TRANSITIONS

- 1. Before the last piece of Everlast siding is installed, measure the length of the termination or transition area.
- 2. Cut the casings using a power saw with a fine tooth or vinyl blade.
- 2a. For best results on long runs, use a scarf joint with two fasteners on each side in place of butt joints.
- 2b. Fasten the casings to the wall approximately every 8" to 12" along the nail hem making sure the casing is securely fastened using galvanized, stainless, or corrosion resistant nails or screws.
- 3. When face nailing use 8d nails or 3" galvanized finishing nails, space nails 8" to 12" apart. Counter sink nails 1/16" below the surface of the brickmould. Nails should penetrate the structural frame at least 1". To conceal nail holes, use a sealant or epoxy. Cortex screws and plugs can also be used.



For a video installation tutorial, visit EverlastSiding.com/ProResources



Everlast® Call Center Support Line 8am – 5pm EST Mon-Fri

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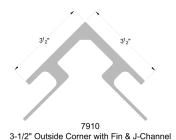






3-1/2" Outside Corner (7910EV Cellular) Trim Installation Instructions







GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- \bullet Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep joints tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Outside Corner Trim is typically used for 90° outside corners of the structure

LENGTHS

• 10' and 20'

COLOR

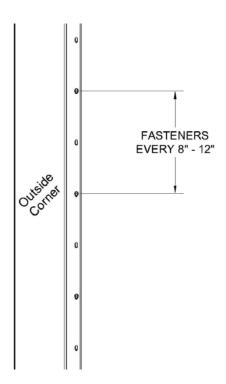
Matte White

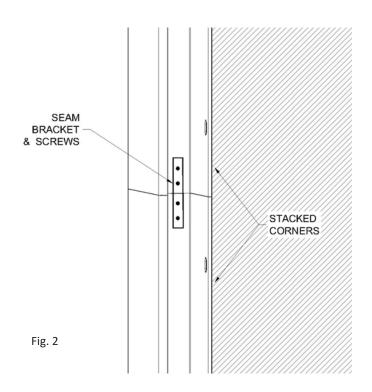


3-1/2" Outside Corner (7910EV Cellular) Trim Installation Instructions

INSTRUCTIONS

- 1. Measure the height of the outside corner.
- 2. Cut the profile using a power saw with a fine tooth or PVC blade.
- Fasten the outside corner to the wall using galvanized or corrosion resistant nails or screws approximately every 8" to 12" along the nail hem making sure the profiles are securely fastened using galvanized, stainless, or corrosion resistant nails or screws (Fig. 1).
- 4. While fastening, make sure the profile stays plumb by using a level or by line of sight.
- In instances when the wall exceeds 10' or 20' and a second outside corner section must be installed, stack and butt the second piece to the first.
- 6. Recommended to use a PVC adhesive to join the two pieces or install 2 seam brackets and bracket screws inside the pocket of the outside corners to tie together (Fig. 2).







For a video installation tutorial, visit EverlastSiding.com/ProResources.



Fig. 1

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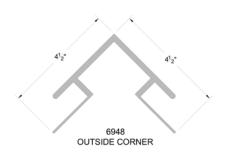






3-1/2" Outside Corner (6948 Color-Matched) Trim Installation Instructions

Advanced Composite Siding





GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below № F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep joints tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Outside Corner Trim is typically used for 90° outside corners of the structure

LENGTHS

• 10' and 20'

COLORS

• 15 standard Everlast colors



3-1/2" Outside Corner (6948 Color-Matched) Trim Installation Instructions

Advanced Composite Siding

INSTRUCTIONS

- 1. Measure the height of the outside corner.
- 2. Cut the profile using a power saw with a fine tooth or PVC blade.
- 3. Fasten the outside corner to the wall using galvanized, stainless, or corrosion resistant nails or screws approximately every 8" to 12" along the nail hem (Fig. 1).
- 4. While fastening, make sure the profile stays plumb by using a level or by line of sight.
- 5. In instances when the wall exceeds 10' or 20' and a second outside corner section must be installed, stack and butt the second piece to the first (Fig. 2).
- Recommended to use a PVC adhesive to join the two pieces or install 2 seam brackets and bracket screws inside the pocket of the outside corners to tie together.

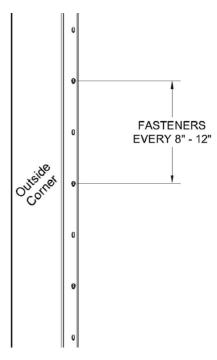
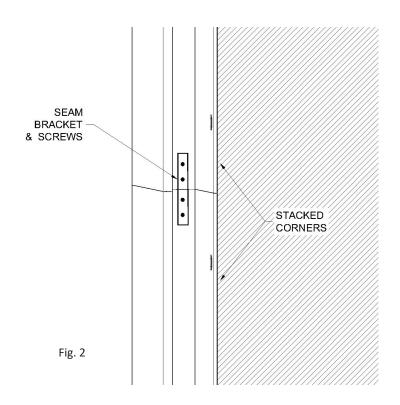


Fig. 1





For a video installation tutorial, visit EverlastSiding.com/ProResources.



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3-1/2" Lineal Trim (6949 Color-Matched) Installation Instructions

Advanced Composite Siding



6949 3-1/2" J-CHANNEL

GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

• Lineal Trim is typically used for Window and Door Surround

LENGTHS

• 12'6"

COLOR

• 15 standard Everlast colors

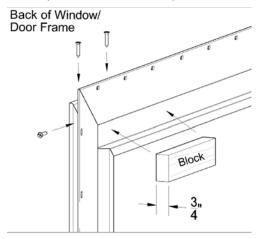


3-1/2" Lineal Trim (6949 Color-Matched) Installation Instructions

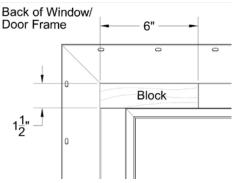
Advanced Composite Siding

INSTRUCTIONS

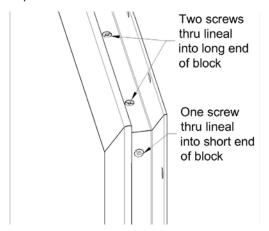
- 1. Installing the Everlast 3.5" window lineal will require the installer to "block" the mitered corners by following the steps below.
- 2. This blocking method can be done piece by piece on the wall or cut and constructed on the ground prior to installing the trim on the wall.
- 3. Use a 1" x 2" (actual dimension ¾" thick, 1-1/2" wide) pressure treated board or PVC moulding to complete the blocking method.
- 4. If necessary, rip cut material to ¾" thick and 1-1/2" wide.
- 5. Cut enough 6" pieces to complete each corner of the window and/or door.
- 6. Place the cut piece into the back cavity of the lineal trim.



7. Connect the mitered corners and blocking together by fastening a screw into the pocket of the lineal being sure to catch the short end of the blocking. Fasten two screws into the second lineal pocket being sure to catch the long end of the blocking.



8. Lineal trim should be fastened on the wall through the nail hem every 3 nail slots.



9. For additional detail, please visit: https://www.everlastsiding.com/quick-guide-installation-videos





For a video installation tutorial, visit EverlastSiding.com/ProResources



Advanced Composite Siding

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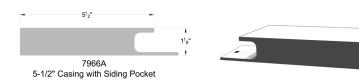






5-1/2" Casing Trim (7966AEV Cellular) Installation Instructions

Advanced Composite Siding



GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep miter and butt joint ends tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Casing trim is typically used for Window/Door Surround, Inside Corners, Soffit/Eave Terminations, Transitions

LENGTHS

• 12[']

COLOR

Matte White



5-1/2" Casing Trim (7966AEV Cellular) Installation Instructions

Advanced Composite Siding

INSTRUCTIONS - WINDOW & DOORS

- 1. Measure the height and width of the window/door.
- 2. 45° miter cut with a fine tooth or PVC blade.
- Fasten the casing pieces to the wall around the window/ door approximately every 8" to 12" along the nail hem using galvanized, stainless, or corrosion resistant nails or screws (See Fig. 1).
- 4. To join the miter ends, use a PVC adhesive to hold the miters together.
- 5. Optional face nailing: use 8d nails or 3" galvanized finishing nails, space nails 8" to 12" apart. Counter sink nails 1/16" below the surface of the casing. Nails should penetrate the structural frame at least 1". To conceal nail holes, use a sealant or epoxy. Cortex screws and plugs can also be used.





INSTRUCTIONS - INSIDE CORNERS

- 1. Measure the height of the inside corner wall.
- Cut two casings using a power saw with a fine tooth or PVC blade.
- 3. In situations to achieve a low profile inside corner, measure and rip cut to the desired width on a table saw.
- 4. Fasten one casing to one inside wall approximately every 8" to 12" along the nail hem making sure to keep plumb.
- Fasten the second casing the second inside wall approximately every 8" to 12" along the nail hem making sure to keep plumb.

INSTRUCTIONS - TERMINATIONS & TRANSITIONS

- 1. Before the last piece of Everlast siding is installed, measure the length of the termination or transition area.
- 2. Cut the casings using a power saw with a fine tooth or vinyl blade.
- 2a. For best results on long runs, use a scarf joint with two fasteners on each side in place of butt joints.
- 2b. Fasten the casings to the wall approximately every 8" to 12" along the nail hem making sure the casing is securely fastened using galvanized, stainless, or corrosion resistant nails or screws
- 3. When face nailing use 8d nails or 3" galvanized finishing nails, space nails 8" to 12" apart. Counter sink nails 1/16" below the surface of the **brickmould**. Nails should penetrate the structural frame at least 1". To conceal nail holes, use a



For a video installation tutorial, visit EverlastSiding.com/ProResources.



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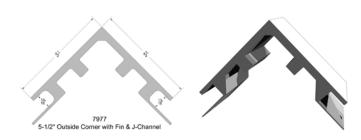






5-1/2" Outside Corner (7977EV Cellular) Trim Installation Instructions

Advanced Composite Siding



GENERAL INFORMATION

- Check local building codes before installation.
- Before proceeding, read all instructions for both Everlast siding and appropriate pocketed trim products.
- All pocketed trim used with Everlast siding must have a minimum pocket width of 3/4" and pocket depth of 5/8". The trim must be installed prior to installing Everlast siding.
- Do NOT install Everlast siding or Everlast trim in temperatures below 0º F.
- Inspect siding and trim for any breakage, foreign objects, surface defects, color consistency and correctness. Do NOT install questionable product.
- Use a fine tooth or vinyl saw blade to cut all material.
- Fasten material using an exterior grade nail or screw.
 (Recommended: galvanized/stainless/non-corrosive roofing nail or screw).
- Fasten trim through every other or every third nail hole, making sure the trim aesthetically looks good on the wall. Do not over drive the fastener--fastening too tight may cause distortion in the trim.
- To keep joints tight, it is recommended to use a PVC glue or plastic weld to bond together.
- Use a glue accelerator to speed up the cure time.

JOB SITE STORAGE

- Do NOT stack siding or trim more than 3 skids high.
- Do NOT store bundles in a vertical position.

BEST PRACTICE

- Siding or trim should be stored inside when possible.
- Always avoid storing in direct sunlight, product should be covered and protected prior to installation using a tarp and/ or supplied shroud. Keep siding away from heat sources.
- When product is stored outside use wood (or equivalent) supports to avoid direct contact with the ground in conjunction with covering.



PREPARING WALLS

- Everlast siding and trim must be installed over flat and level exterior walls with either 16" or 24" on-center framing.
- Everlast siding serves as a rain screen, not a weatherresistant barrier. Therefore, it must be installed over a weather-resistant barrier.
- Properly flash around all windows, doors, rake boards, chimneys, and areas of transition between dissimilar materials.
- If installing over concrete block, poured concrete, or brick, siding must be installed over 1" x 3" furring strips.

BEST PRACTICE

If exterior walls are not flat or level, a quality underlayment should be installed first to create a flat and level surface.

COMMON APPLICATIONS

 Outside Corner Trim is typically used for 90° outside corners of the structure

LENGTHS

• 10' and 20'

COLOR

Matte White

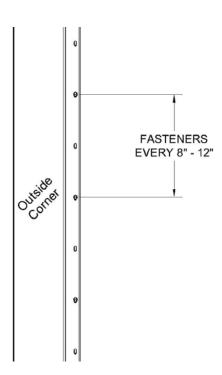


$\stackrel{--}{\sim} 5$ -1/2" Outside Corner (7977EV Cellular) $\stackrel{5}{\sim} T^{\circ}$ Trim Installation Instructions

Advanced Composite Siding

INSTRUCTIONS

- 1. Measure the height of the outside corner.
- 2. Cut the profile using a power saw with a fine tooth or PVC blade.
- Fasten the outside corner to the wall using galvanized or corrosion resistant nails or screws approximately every 8" to 12" along the nail hem making sure the profiles are securely fastened using galvanized, stainless, or corrosion resistant nails or screws (Fig. 1).
- 4. While fastening, make sure the profile stays plumb by using a level or by line of sight.
- In instances when the wall exceeds 10' or 20' and a second outside corner section must be installed, stack and butt the second piece to the first.
- 6. Recommended to use a PVC adhesive to join the two pieces or install 2 seam brackets and bracket screws inside the pocket of the outside corners to tie together (Fig. 2).



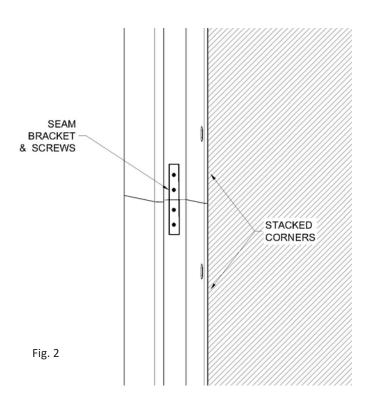


Fig. 1



For a video installation tutorial, visit EverlastSiding.com/ProResources.



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VALDEZ SENIOR CENTER SIDING REPAIR

1300 E HANAGITA CITY OF VALDEZ

OWNER

CITY OF VALDEZ 212 CHENEGA AVE. VALDEZ, ALASKA AK 99645 907-835-2764 LINDY VITITOW

ARCHITECT

WOLF ARCHITECTURE, INC. 625 SOUTH COBB, STE. 200 PALMER AK 99645 907-746-6670 GARY WOLF



ALTERNATIVES

- ALT. 1--REFINISHING OF EXPOSED METAL RAILINGS, HOLLOW METAL DOOR FRAMES & DOORS. PREPARING, PRIMING AND PAINTING WOOD WINDOW FRAMES
- ALT. 2--REMOVE, REPAIR, REPLACE DAMAGED SOFFIT PANELS AT ENTRY CANOP'
 ABOVE DRIVE THROUGH AND WALK WAY.
- 3. ALT. 3--PROVIDE AND INSTALL 7 CONCRETE FILLED, GALVINZED STEEL BOLLARDS.

PROJECT INFORMATION

PROJECT NAME: VALDEZ SENIOR CENTER SIDING REPAIR
PROJECT ADDRESS: 1300 E HANAGITA ST. VALDEZ, ALASKA 99686

INDEX OF DRAWINGS

ARCHITECTURAL SYMBOLS AND ABBREVIATIONS

BUILDING PERIMETER AND REFERENCE PLAN

NORTH AND SOUTH EXTERIOR ELEVATION - DEMO

NORTH AND SOUTH EXTERIOR ELEVATIONS - RENO

WEST EXTERIOR ELEVATIONS - DEMO

EAST EXTERIOR ELEVATIONS - DEMO

WEST EXTERIOR ELEVATIONS - RENO

EAST EXTERIOR ELEVATIONS - RENO

EXTERIOR SECTION DETAILS

G0.01 COVER & INDEX SHEET

EXISTING CONDITIONS EXISTING CONDITIONS

WALL SECTIONS EXTERIOR DETAILS

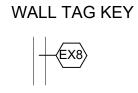
CHITECT: WOLF ARCHITECTURE, INC. CONTACT: GARY WOLF

625 SOUTH COBB, STE. 200 PHONE: 907-746-66



02-19-25 CONSTRUCTION DRAWINGS

WALL ASSEMBLIES



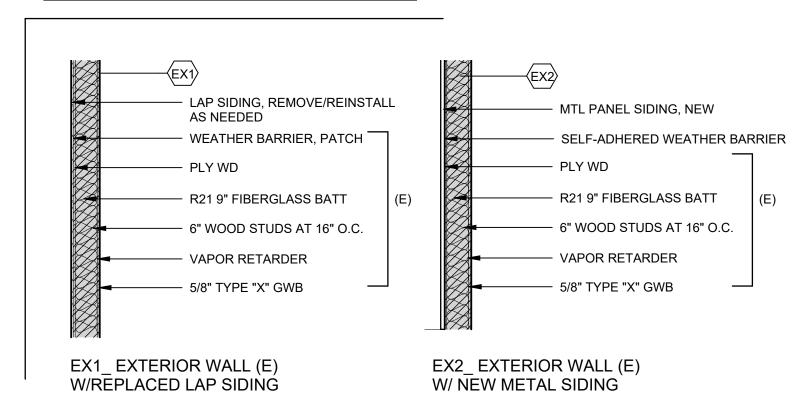
NOTE

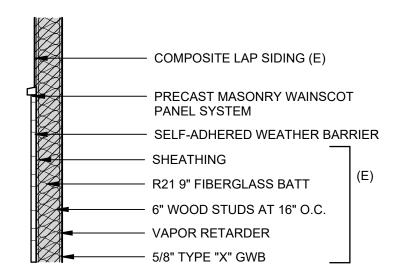
1. WALL ASSEMBLY TAGS DESCRIBE MAJOR EXTENT OF EXTERIOR WALL ASSEMBLY, SEE ELEVATIONS AND DETAILS FOR TRANSITIONS IN, AND LOCATIONS OF, CHANGES IN EXTERIOR WALL ASSEMBLIES.

GENERAL NOTES

- 1. THESE DRAWINGS WERE PREPARED FROM AS-BUILT DOCUMENTS PROVIDED BY THE CITY OF VALDEZ. ACTUAL FIELD CONDITIONS MAY DEIVATE FROM THESE DRAWINGS. CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING SHOULD EXISTING CONDITIONS DIFFER FROM THE DRAWINGS.
- 2. CONTRACTOR RESPONSIBLE TO PROVIDE COMPLETE, INSTALLED, WARENTEED SIDING SYSTEMS AND ASSEMBLIES. INSTALL FLASHINGS AS ACCESSORIES PER MANF. WRITTEN INSTRUCTIONS.
- 3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION IMPACTED BY THE WORK. REFERENCE ARCHITECT PROVIDED LIDAR SCAN FOR OVERVIEW OF EXISTING CONDITIONS: https://my.matterport.com/show/?m=fVNsoQApL2f
- 4. CONTRACTOR TO PROTECT ALL EXISTING EQUIPMENT, FINISHES, INSTALLATIONS, LANDSCAPING, AND OWNER PROPERTY AFFECTED BY THE WORK OR WORKER TRAFFIC.
- 5. CONTRACTOR TO PROVIDE EXTERIOR TOILET FACILITIES FOR WORKERS.
- 6. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DRAWINGS, DIMENSIONS, SPECIFICATIONS, AND SCHEDULES PRIOR TO PROCEEDING WITH ANY WORK OF FABRICATION. NOTIFY ARCHITECT IMMEDIATELY OF ANY UNCERTAINTY OR DISCREPANCY.
- 7. DRAWINGS SHALL NOT BE SCALED.
- 8. NOTES ON THE DRAWINGS INDICATE A CONDITION AT ONE LOCATION, WHETHER INDICATED AS TYPICAL OR NOT, THE NOTE SHALL APPLY TO ALL SIMILAR LOCATIONS UNLESS NOTED OTHERWISE.
- 9. SEE SHEET G1.1 FOR SYMBOLS, ABBREVIATIONS, ETC.
- 10. ALL EXITS TO REMAIN PASSABLE FOR EGRESS THROUGHOUT COURSE OF PROJECT. COORDINATE WITH OWNER.
- 11. CONTRACTOR TO COORDINATE DISCONNECTING/RECONNECTING ANY OUTDOOR ELECTRICAL OR MECHANICAL APPURTENANCES AFFECTED BY

EXTERIOR WALL ASSEMBLIES





EX2_EXTERIOR WALL (E) W/MASONRY PANEL

STAGING AREA

ABBREVIATIONS

UNLESS NOTED OTHERWISE UNGLAZED PORCELAIN TILE

UNFINISHED

UTILITY SINK

VENTILATE

VERTICAL

VOLUME

VAPOR BARRIER

VINYL COMPOSITION TILE

VENTILATING RUBBER BASE

WATERPROOF, WALL PADS

WEATHER STRIPPING

WELDED WIRE FABRIC

WOOD PRESERVATIVE TREATED LUMBER

VENT THROUGH ROOF VINYL WALL COVERING

WEST, WIDE, WIDTH

WASHER/DRYER

WATER CLOSET

WITHOUT

WOOD

WINDOW WALL HUNG

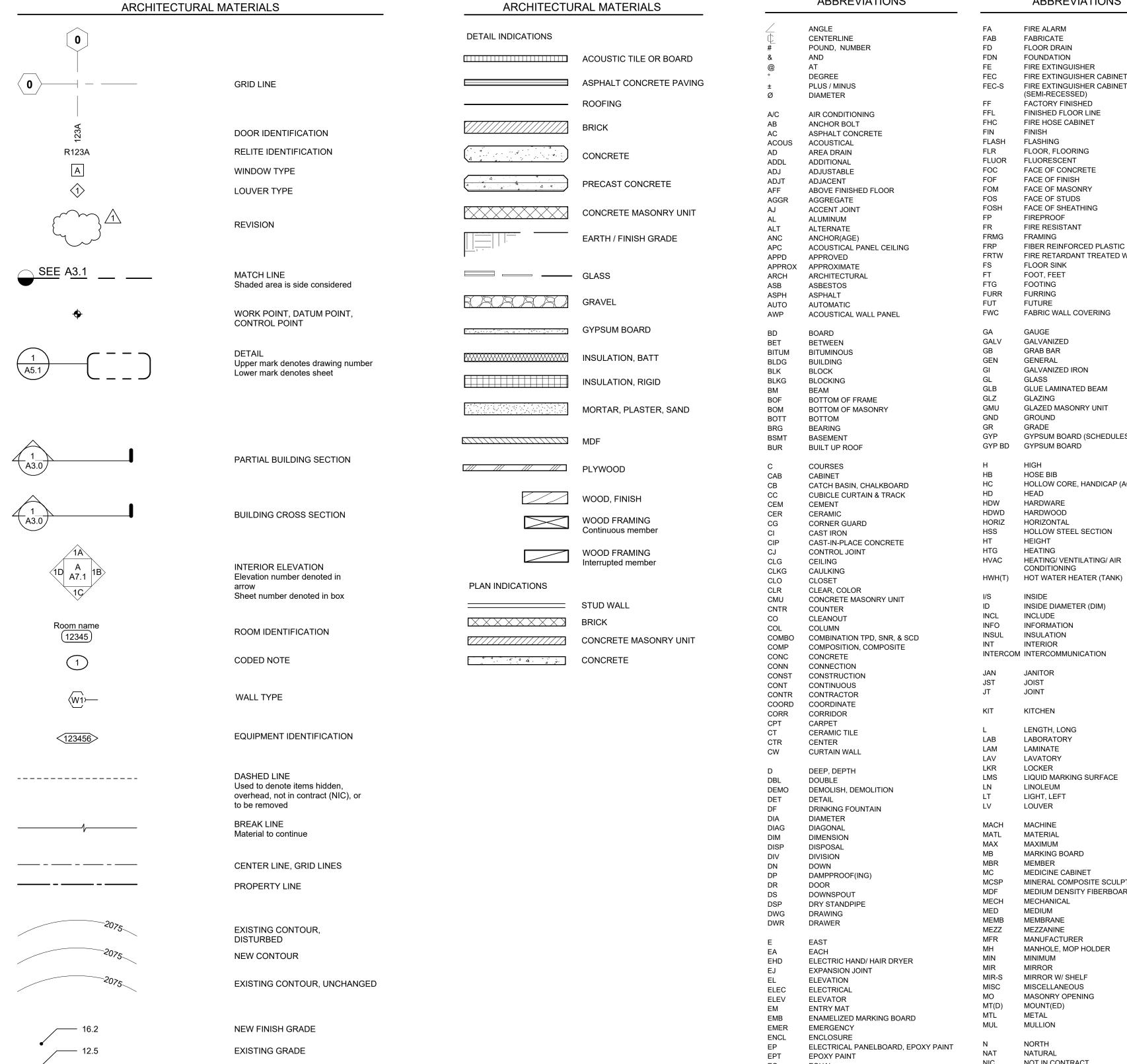
WAINSCOT

WEIGHT

WATER

VALDEZ

SHEET CONTENTS ARCHITECTURAL SYMBOLS AND ABBREVIATIONS



TOP OF FOOTING

TOP OF WALL

TOP OF CURB

TOP OF PAVEMENT

| / | | | | | | |
|-----------------|--|--------------|--|-----------------|--|--------|
| <u></u> | ANGLE CENTERLINE | FA | FIRE ALARM | 0/6 | OUTSIDE | |
| <u> </u> | POUND, NUMBER | FAB FD | FABRICATE FLOOR DRAIN | O/S OA | OUTSIDE OVERALL | U |
| Ž. | AND | FDN | FOUNDATION | OBS | OBSCURE | U |
| 0 | AT | FE | FIRE EXTINGUISHER | OC | ON CENTER | U |
| | DEGREE PLUS / MINUS | FEC FEC-S | FIRE EXTINGUISHER CABINET (RECESSED) FIRE EXTINGUISHER CABINET | OCC OD | OCCUPANT, OCCUPANCY OUTSIDE DIAMETER (DIM) | U |
| | DIAMETER | 1 20-0 | (SEMI-RECESSED) | OFCI | OWNER FURNISHED CONTRACTOR | V |
| | | FF | FACTORY FINISHED | | INSTALLED | V |
| С | AIR CONDITIONING | FFL | FINISHED FLOOR LINE | OFF | OFFICE | V |
| 3 | ANCHOR BOLT ASPHALT CONCRETE | FHC FIN | FIRE HOSE CABINET FINISH | OFOI OH | OWNER FURNISHED OWNER INSTALLED OVERHEAD | V V |
| COUS | ACOUSTICAL | FLASH | FLASHING | OHD | OVERHEAD DOOR | V |
|) | AREA DRAIN | FLR | FLOOR, FLOORING | OPNG | OPENING | ٧ |
| DDL | ADDITIONAL | FLUOR | FLUORESCENT | OPP | OPPOSITE | V |
| DJ | ADJUSTABLE | FOC | FACE OF CONCRETE | ORIG | ORIGINAL | V |
| DJT == | ADJACENT | FOF FOM | FACE OF FINISH FACE OF MASONRY | PAR | PARALLEL | \ |
| FF GGR | ABOVE FINISHED FLOOR AGGREGATE | FOS | FACE OF STUDS | PB | PEG BOARD | ٧ |
| J | ACCENT JOINT | FOSH | FACE OF SHEATHING | PC | PRECAST | V |
| _ | ALUMINUM | FP | FIREPROOF | PCC | PORTLAND CEMENT CONCRETE | V |
| _T | ALTERNATE | FR | FIRE RESISTANT | PCD | PAPER CUP DISPENSER | ٧ |
| VC | ANCHOR(AGE) | FRMG | FRAMING | PERF | PERFORATED | ٧ |
| PC | ACOUSTICAL PANEL CEILING | FRP FRTW | FIBER REINFORCED PLASTIC FIRE RETARDANT TREATED WOOD | PERP PL | PERPENDICULAR PLATE | V |
| PPD PPROX | APPROVED APPROXIMATE | FS | FLOOR SINK | PLAM | PLASTIC LAMINATE | V |
| RCH | ARCHITECTURAL | FT | FOOT, FEET | PLAS | PLASTER | ٧ |
| SB | ASBESTOS | FTG | FOOTING | PLUMB | PLUMBING | V |
| SPH | ASPHALT | FURR | FURRING | PLYWD | PLYWOOD | ٧ |
| JTO | AUTOMATIC | FUT | FUTURE | PNL | PANEL | V |
| WP | ACOUSTICAL WALL PANEL | FWC | FABRIC WALL COVERING | POS PR | POSITIVE PAIR | V |
| , | ROARD | GA | GAUGE | PR PREFAB | PREFABRICATE(D) | V |
| D ET | BOARD BETWEEN | GA GALV | GALVANIZED | PREFAB | PREFINISH(ED) | V |
| TUM | BITUMINOUS | GB | GRAB BAR | PROJ | PROJECT | |
| DG | BUILDING | GEN | GENERAL | PS | PROJECTION SCREEN | |
| .K | BLOCK | GI | GALVANIZED IRON | PT | POINT, PAINT | |
| _KG | BLOCKING | GL CLP | GLASS | PTD | PAPER TOWEL DISPENSER | |
| VE N | BEAM BOTTOM OF ERAME | GLB GLZ | GLUE LAMINATED BEAM GLAZING | PTDR | COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE | |
| OF OM | BOTTOM OF FRAME BOTTOM OF MASONRY | GLZ GMU | GLAZING GLAZED MASONRY UNIT | PTN | PARTITION | |
| OM OTT | BOTTOM OF MASONRY BOTTOM | GND | GROUND | PTR | PAPER TOWEL RECEPTACLE | |
| RG | BEARING | GR | GRADE | PVMT | PAVEMENT | |
| SMT | BASEMENT | GYP | GYPSUM BOARD (SCHEDULES ONLY) | PWP | PLASTIC WALL PROTECTION | |
| JR | BUILT UP ROOF | GYP BD | GYPSUM BOARD | O.T. | OLIADDY THE | |
| | COURCES | 11 | ШСП | QT | QUARRY TILE | |
| ΛD | CARINET | H HB | HIGH HOSE BIB | R | RISER, RADIUS | |
| AB B | CABINET CATCH BASIN, CHALKBOARD | HC | HOLLOW CORE, HANDICAP (ACCESSIBLE) | R&S | CLOSET ROD & SHELF | |
| С | CUBICLE CURTAIN & TRACK | HD | HEAD | RAF | RESILIENT ATHLETIC FLOORING | |
| EM | CEMENT | HDW | HARDWARE | RB | RUBBER BASE | |
| ER | CERAMIC | HDWD | HARDWOOD | RCP | REFLECTED CEILING PLAN | |
| G | CORNER GUARD | HORIZ | HORIZONTAL | RD RDO | ROOF DRAIN ROOF DRAIN, OVERFLOW | |
| l | CAST IRON | HSS HT | HOLLOW STEEL SECTION HEIGHT | REBAR | REINFORCING BAR | |
| P J | CAST-IN-PLACE CONCRETE CONTROL JOINT | HTG | HEATING | RECD | RECEIVED | |
| _G | CEILING | HVAC | HEATING/ VENTILATING/ AIR | REF | REFERENCE | |
| LKG | CAULKING | | CONDITIONING | REFL | REFLECTED | |
| LO | CLOSET | HWH(T) | HOT WATER HEATER (TANK) | REFR | REFRIGERATOR | |
| LR | CLEAR, COLOR | UC. | INCIDE | REINF | REINFORCE(D)(ING) | |
| MU | CONCRETE MASONRY UNIT | I/S ID | INSIDE INSIDE DIAMETER (DIM) | REQD RESIL | REQUIRED RESILIENT | |
| NTR | COUNTER | INCL | INCLUDE | RF | ROOF | |
| 0 | CLEANOUT | INFO | INFORMATION | RFT | RESILIENT FLOORING TILE | |
| OL OMBO | COLUMN COMBINATION TPD, SNR, & SCD | INSUL | INSULATION | RH | ROBE HOOK | |
| OMP | COMPOSITION, COMPOSITE | INT | INTERIOR | RM | ROOM | |
| ONC | CONCRETE | INTERCOM | INTERCOMMUNICATION | RO | ROUGH OPENING | |
| ONN | CONNECTION | IANI | IANITOD | RSD | RECESSED SOAP DISPENSER | |
| ONST | CONSTRUCTION | JAN JST | JANITOR JOIST | RST RT | RUBBER STAIR TREAD RIGHT | |
| ONT ONTR | CONTINUOUS CONTRACTOR | JT | JOINT | RWL | RAIN WATER LEADER | |
| OORD | COORDINATE | | | | | |
| ORR | CORRIDOR | KIT | KITCHEN | S | SOUTH | |
| PT | CARPET | | . = | SC | SOLID CORE | |
| Т | CERAMIC TILE | L | LENGTH, LONG | SCD | SEAT COVER DISPENSER | |
| TR | CENTER | LAB LAM | LABORATORY LAMINATE | SCHED SD | SCHEDULE SOAP DISPENSER | |
| W | CURTAIN WALL | LAV | LAVATORY | SDG | SIDING | |
| | DEEP, DEPTH | LKR | LOCKER | SECT | SECTION | |
| BL | DOUBLE | LMS | LIQUID MARKING SURFACE | SHR | SHOWER | |
| EMO | DEMOLISH, DEMOLITION | LN | LINOLEUM | SHT | SHEET | |
| ET | DETAIL | LT | LIGHT, LEFT | SHTG | SHEETING / SHEATHING | |
| F | DRINKING FOUNTAIN | LV | LOUVER | SIM | SIMILAR | |
| IA IA O | DIAMETER | MACH | MACHINE | SLR SND | SEALER SANITARY NAPKIN DISPENSER | |
| IAG IM | DIAGONAL | MATL | MATERIAL | SNR | SANITARY NAPKIN DISPENSER SANITARY NAPKIN RECEPTACLE | |
| IM ISP | DIMENSION DISPOSAL | MAX | MAXIMUM | SPEC | SPECIFICATION | |
| IV | DIVISION | MB | MARKING BOARD | SQ | SQUARE | |
| N | DOWN | MBR | MEMBER MEDICINE CARINET | SS | SOLID SURFACE | |
| P - | DAMPPROOF(ING) | MC MCSP | MEDICINE CABINET MINERAL COMPOSITE SCULPTURAL PANEL | SSK SST | SERVICE SINK STAINLESS STEEL | |
| R | DOOR | MCSP MDF | MEDIUM DENSITY FIBERBOARD | STD | STAINLESS STEEL STANDARD | |
| S SP | DOWNSPOUT DRY STANDPIPE | MECH | MECHANICAL MECHANICAL | STL | STEEL | |
| SP WG | DRAWING | MED | MEDIUM | STN | STAIN | |
| WR | DRAWER | MEMB | MEMBRANE | STOR | STORAGE | |
| | | MEZZ | MEZZANINE | STRFT | STOREFRONT | |
| | EAST | MFR MH | MANUFACTURER MANUFOLE MOR HOLDER | STRUCT | STRUCTURAL SURSTITUTE | |
| 4 | EACH | MH MIN | MANHOLE, MOP HOLDER MINIMUM | SUB SUSP | SUBSTITUTE SUSPENDED | |
| HD J | ELECTRIC HAND/ HAIR DRYER | MIR | MIRROR | SV | SHEET VINYL | |
| - | EXPANSION JOINT ELEVATION | MIR-S | MIRROR W/ SHELF | SWC | SANITARY WALL COVERING | |
| .EC | ELECTRICAL | MISC | MISCELLANEOUS | SYM | SYMMETRICAL | |
| EV. | ELEVATOR | MO | MASONRY OPENING | SYS | SYSTEM | |
| Л | ENTRY MAT | MT(D) | MOUNT(ED) | - | TDEAD TEE | |
| ИΒ | ENAMELIZED MARKING BOARD | MTL | METAL MULLION | T TR | TREAD, TEE | |
| MER. | EMERGENCY | MUL | MULLION | TB TC | TOWEL BAR, TACK BOARD TOP OF CURB | |
| NCL | ENCLOSURE | N | NORTH | TEL | TELEPHONE | |
| o PT | ELECTRICAL PANELBOARD, EPOXY PAINT EPOXY PAINT | NAT | NATURAL | TEMP | TEMPORARY | |
| کا ا | EQUAL | NIC | NOT IN CONTRACT | TERR | TERRAZZO | |
| ע QUIP | EQUIPMENT | NO | NUMBER | TF | TOP OF FOOTING | |
| XOIF N | EYEWASH | NOM | NOMINAL | THK | THICK | |
| NC | ELECTRIC WATER COOLER | NTS | NOT TO SCALE | THRU | THROUGH | |
| (C | EXCAVATE | | | TOF | TOP OF MASONRY | |
| KH | EXHAUST | | | TOM TP | TOP OF MASONRY | |
| KIST | EXISTING | | | TPD | TOP OF PAVEMENT TOILET PAPER DISPENSER | |
| /D | EXPANSION EXPOSED | | | TR | TOWEL RACK | |
| XP VPO | FAFUSELL | | | TS | TUBE STEEL | |
| KPO | | | | | | |
| (PO | EXTERIOR | | | TV | TELEVISION | |
| XP XPO XT | | | | TV TVB TW | TELEVISION TELEVISION BRACKET TOP OF WALL | |

ABBREVIATIONS

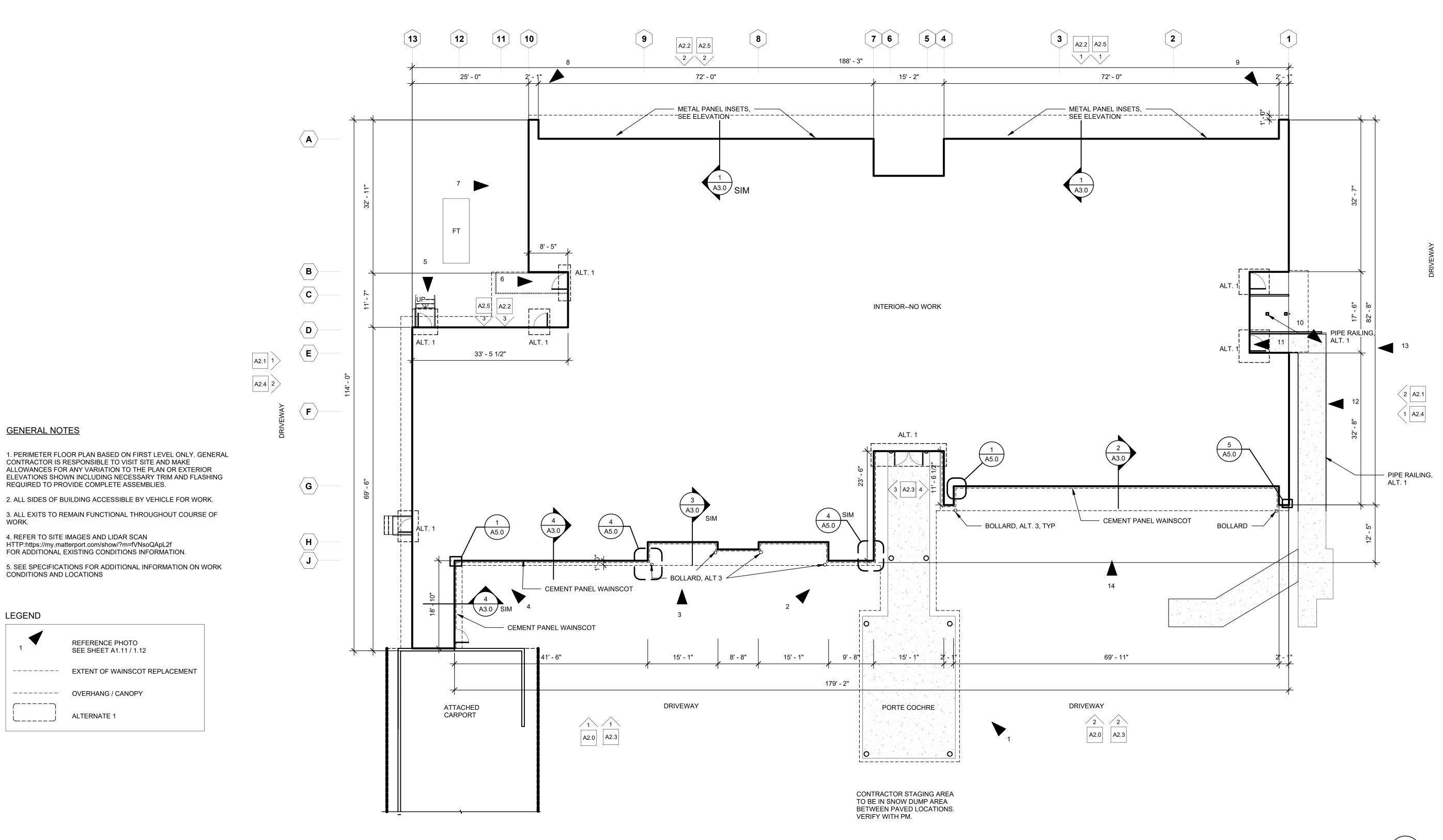
ABBREVIATIONS

ABBREVIATIONS

Solon GARY S. WOLF of AR257
AROFESSIONA



DRIVEWAY



PERIMETER & REFERENCE PLAN

GENERAL NOTES

4. REFER TO SITE IMAGES AND LIDAR SCAN

----- OVERHANG / CANOPY

ALTERNATE 1

CONDITIONS AND LOCATIONS

LEGEND

<u>____</u>

HTTP:https://my.matterport.com/show/?m=fVNsoQApL2f FOR ADDITIONAL EXISTING CONDITIONS INFORMATION.

REFERENCE PHOTO SEE SHEET A1.11 / 1.12

EXTENT OF WAINSCOT REPLACEMENT

REINSTALL CORRODED HANDRAIL--ALT 1

PREPARE FOR & INSTALL EXPANSION JOINT.





DEMO PLAN SHEET NOTES--APPLIES TO A1.1, A1.2, A2.0, A2.1, A2.2

STRIP, PRIME & PT WOOD WINDOW FRAME--ALT 1

REPAIR GAPPED SIDING

REFINISH CORRODED HANDRAIL--ALT 1

V12

REPAIR AREA OF

PREPARE FOR & INSTALL EXPANSION JOINT.

PROTECT LANSCAPE, AS NEEDED DURING COURE OF

PROJECT.

1. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH EXTENT OF REMOVAL/DEMOLITION.

2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.

3. ALL ITEMS NOTED "SALVAGE" TO BE PROTECTED FOR REINSTALLATION OR PRESENTED TO OWNER AT A LOCATION OF THEIR CHOOSING.

4. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.

5. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.

6. DASHED LINES/DIAGONAL FILLS INDICATE LOCATIONS OF DEMOLITION/RENOVATION.

7. PIPE RAILINGS AND HM DOORS SHOWN FOR REFINISH TO BE REMOVED, PREPPED AND RECEIVE PRIMER AND FINISH COATS PRIOR TO REINSTALLATION.

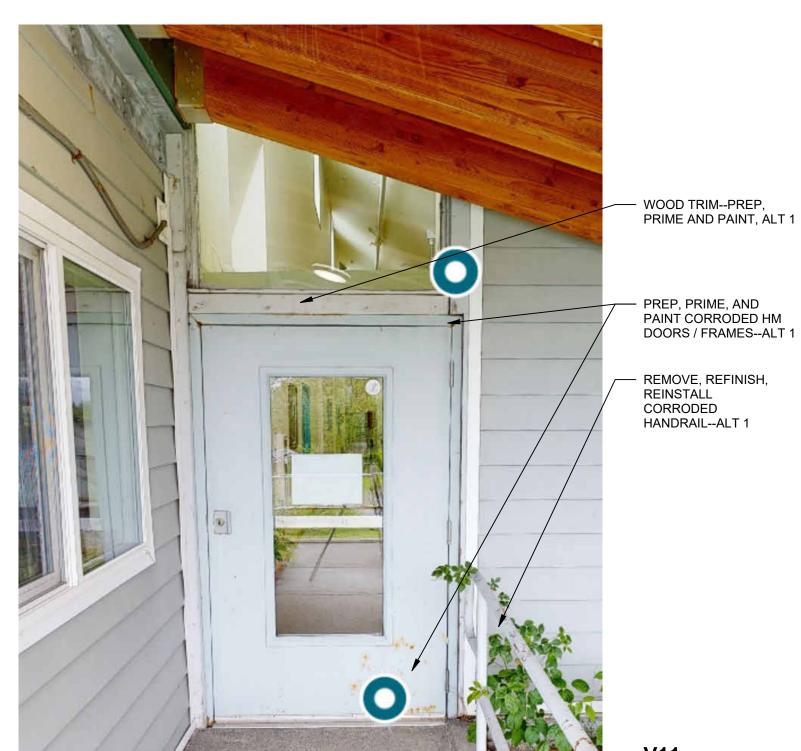
8.RETAIN ALL LAP SIDING ATTACHMENT COMPONENTS FOR REINSTALLATION.

9. WHERE UNFINISHED WALL, FLOOR, OR CEILING AREAS ARE EXPOSED BY DEMOLITION, FINISH TO LEVEL MATCHING ADJACENT

10. PROTECT LANDSCAPE AS NEEDED DURING COURSE OF PROJECT.

11. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.





<u>LEGEND - DEMO PLANS</u>

---- DEMO ITEM (WALL, DOOR, WINDOW, ETC.)

DEMO SIDING AND/OR FINISH

EXISTING CONDITIONS

CLEAN ALL SIDING, REMOVE ALL DIRT,

CLEAN ALL SIDING,

REMOVE ALL DIRT, STAINS, MILDEW —

CLEAN SOFFIT

TRIMS.

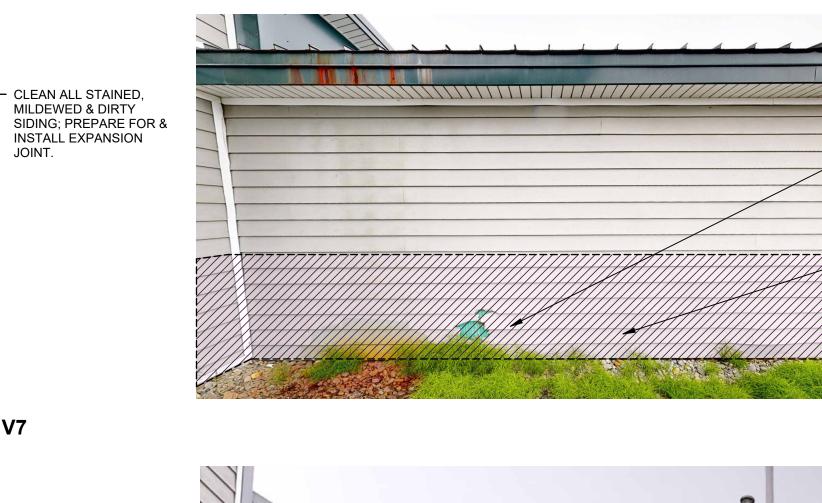
REPLACE DAMAGED TRIMS, MATCH EXIST.

REMOVE DAMAGED SIDING AND TRIMS;

PREPARE FOR NEW MASONRY PANEL

INSTALLATION.

SHEET CONTENTS EXISTING CONDITIONS



JOINT.

V7

REMOVE BUCKLED SIDING AND TRIM; INSTALL NEW METAL

SIDING & TRIMS.

LANDSCAPE AS NEEDED.





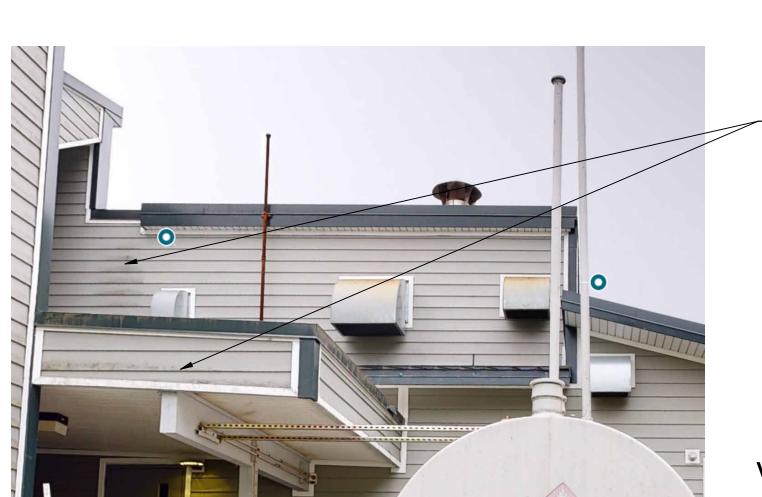
REMOVE DAMAGED SIDING, EXAMINE AND

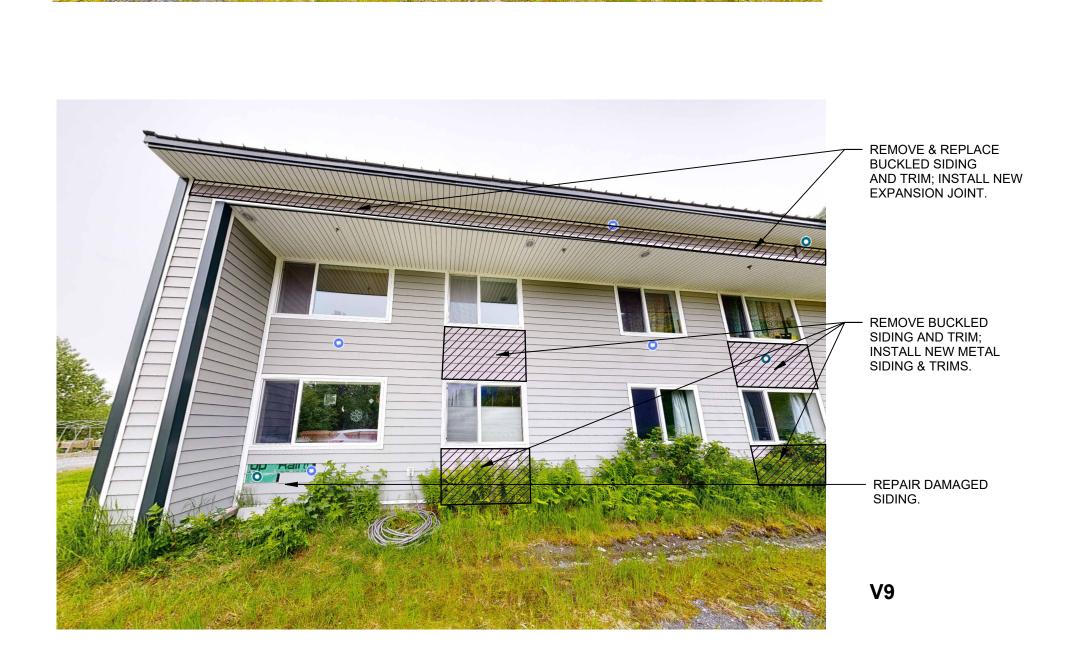
NEEDED.

REPAIR SUBSTRATE AND WEATHER BARRIER AS

REMOVE SIDING IN AREA OF NEW WAINSCOT;

PREPARE SUBSTRATE AND WEATHER BARRIER ACCORDINGLY.

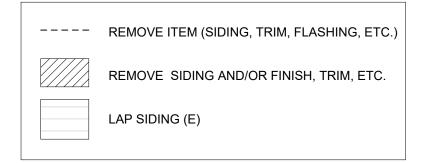








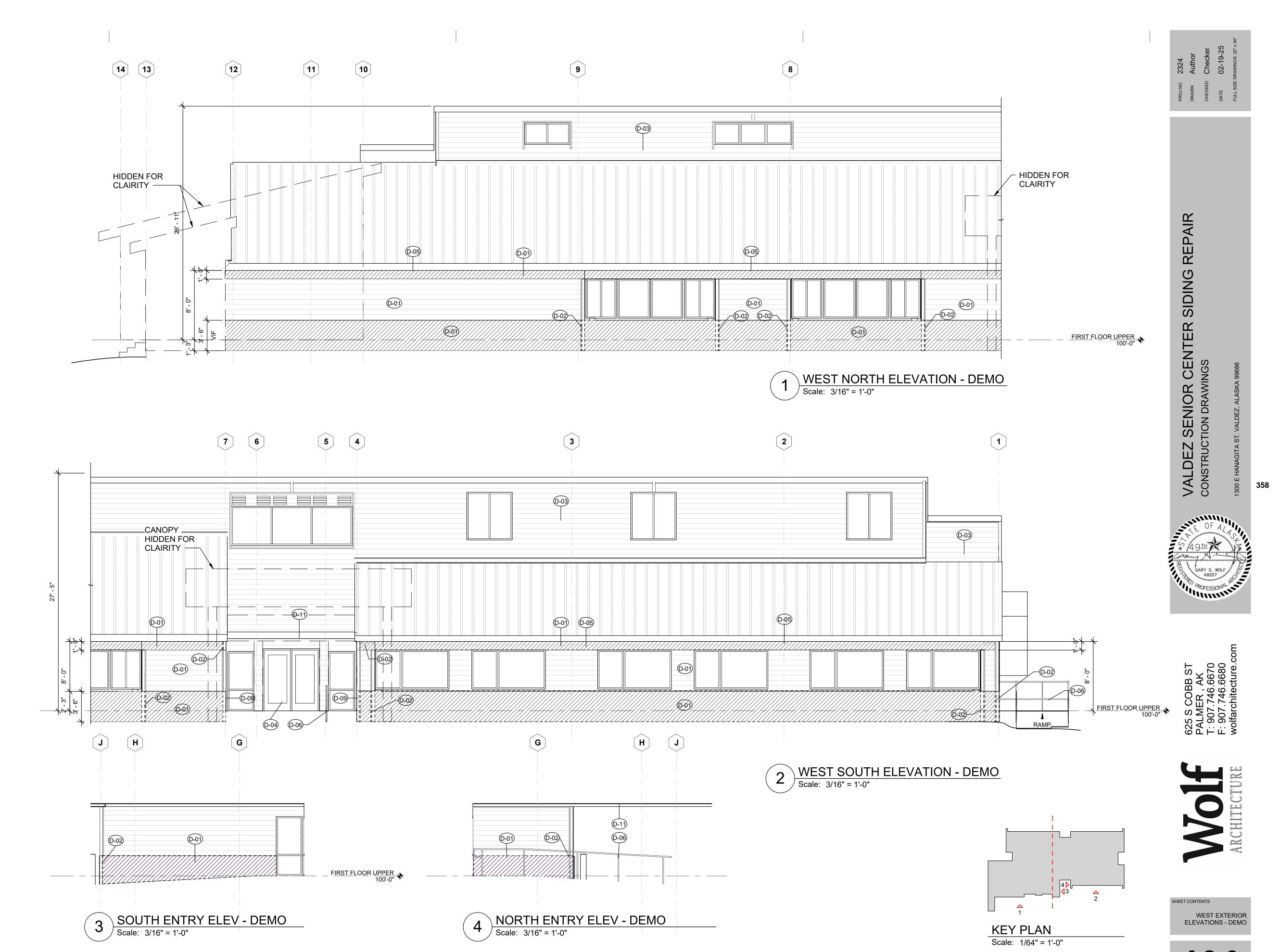


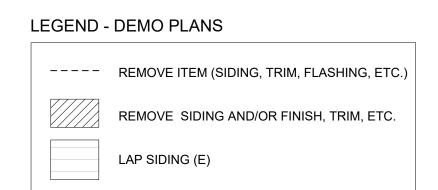


DEMO PLAN SHEET NOTES

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- 2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.
- 3. ALL SIDING TO BE CLEANED PRIOR TO BEGINING DEMOLITION. WASH ALL WINDOWS AFTER CLEANING AND AGAIN AT SUBSTANTIAL COMPLETION.
- 4. CONTRACTOR TO REMOVE ALL SIDING, TRIMS/FLASHINGS, ETC. AS NEEDED TO COMPLETE INSTALLATION OF NEW FINISHES. PROTECT AND STORE SALVAGED COMPONENTS FOR REINSTALLATION ELSEWHERE.
- 5. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.
- 6. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.
- 7. DASHED LINES/DIAGONAL FILLS INDICATE LOCATIONS OF DEMOLITION/RENOVATION.
- 8. PIPE RAILINGS AND HM DOORS SHOWN FOR REFINISH TO BE REMOVED, PREPPED AND RECEIVE PRIMER AND FINISH COATS PRIOR TO REINSTALLATION, ALT.1
- 9. REMOVE SOFFIT PANELS AS REQUIRED IN AREAS NOTED TO FACILITATE REPLACEMENT OF DAMAGED PANELS, ALT. 2
- 10. PROTECT LANDSCAPE AS NEEDED THROUGHOUT EXTENT OF PROJECT.
- 11. EXAMINE, PROTECT, AND PREPARE ALL MECH/ELECT FOR NEW OR REINSTALLED FINISHES.
- 12. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.

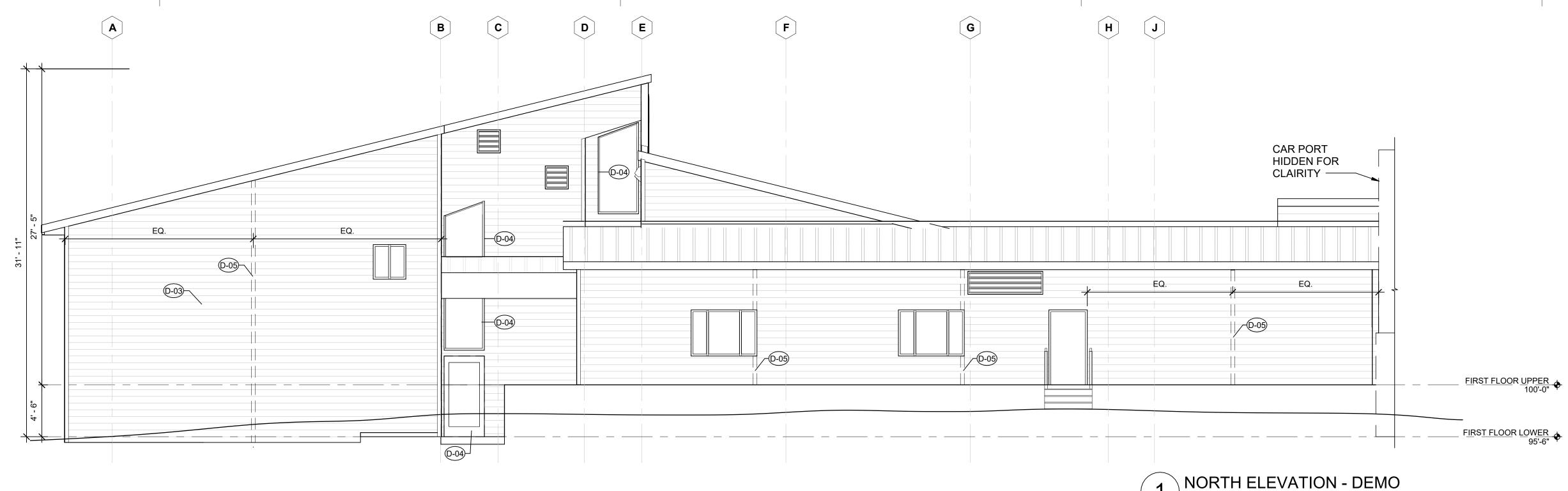
| KEYNOTE LEGEND DEMO | | | | | |
|---------------------|---|--|--|--|--|
| KEY VALUE | TEXT | | | | |
| D-01 | REMOVE COMPOSITE SIDING, TRIMS, FASTNERS, JOINERS, ETC. AS REQ'D TO COMPLETE WORK. | | | | |
| D-02 | REMOVE METAL OR VINYL TRIM IN WHOLE OR PART TO PREPARE AREA FOR NEW FINISH. | | | | |
| D-03 | CLEAN ALL EXPOSED SIDING AREAS TO REMOVE DIRT, MILDEW, STAINING; PROTECT ADJACENT FINISHES AND LANDSCAPE. | | | | |
| D-04 | PREPARE DOOR/WINDOW AND FRAME FOR REFINISHING; REMOVE ALL CORRODED OR WORN FINISHES, ALT. 1. | | | | |
| D-05 | REMOVE SIDING TO PREPARE FOR INSTALLATION OF EXPANSION JOINT. | | | | |
| D-06 | REMOVE HANDRAIL AND FASTENERS; PREP FOR NEW FINISH, ALT. 1 | | | | |
| D-09 | REMOVE SIDING, TRIMS, ETC. AROUND CORNER TO PREPARE FOR MASONRY PANEL. | | | | |
| D-11 | REMOVE/REPLACE SOFFIT PANELS AS REQ'D TO REPLACE DAMAGED AREAS, ALT 2 | | | | |

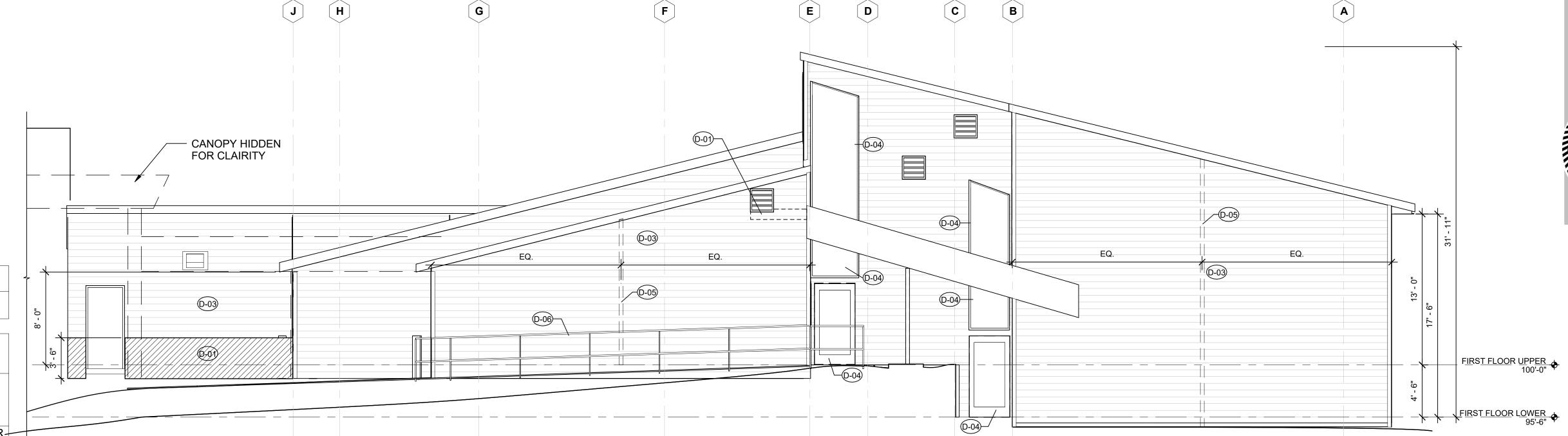




DEMO PLAN SHEET NOTES

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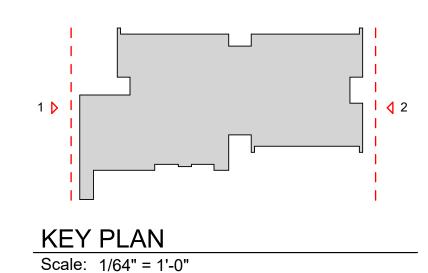


KEYNOTE LEGEND DEMO VALUE **TEXT** REMOVE COMPOSITE SIDING, TRIMS, FASTNERS, JOINERS, ETC. AS REQ'D TO COMPLETE WORK. CLEAN ALL EXPOSED SIDING AREAS TO REMOVE DIRT, MILDEW, STAINING; PROTECT ADJACENT FINISHES AND LANDSCAPE. PREPARE DOOR/WINDOW AND FRAME FOR REFINISHING; REMOVE ALL CORRODED OR WORN FINISHES, ALT. 1. REMOVE SIDING TO PREPARE FOR INSTALLATION OF EXPANSION JOINT. REMOVE HANDRAIL AND FASTENERS;

PREP FOR NEW FINISH, ALT. 1

2 SOUTH ELEVATION - DEMO
Scale: 3/16" = 1'-0"

Scale: 3/16" = 1'-0"



REPAIR

SIDING

CENTER

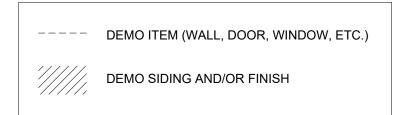
VALDEZ

THUMAN.

NORTH AND SOUTH EXTERIOR ELEVATION - DEMO

A2.1





DEMO PLAN SHEET NOTES--APPLIES TO A1.1, A1.2, A2.0, A2.1, A2.2

1. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH EXTENT OF REMOVAL/DEMOLITION.

2. LIMIT WORK TO AREAS INDICATED, PROTECT ALL ADJACENT ASSEMBLIES, FINISHES AND APPURTENANCES. DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR OR REPLACE BACK TO ORIGINAL CONDITION.

3. ALL ITEMS NOTED "SALVAGE" TO BE PROTECTED FOR REINSTALLATION OR PRESENTED TO OWNER AT A LOCATION OF THEIR CHOOSING.

4. ITEMS NOT NOTED AS "SALVAGE" BECOME CONTRATOR'S PROPERTY AND SHALL BE REMOVED FROM SITE.

5. DEMOLITION NOTES LISTED ARE INTENDED TO CONVEY A GENERAL DESCRIPTION OF THE DEMOLITION WORK THROUGH THE PROJECT. HOWEVER, THESE NOTES MAY NOT ADDRESS EVERY DEMOLITION CONDITION NECESSARY FOR THE SUCESSFUL COMPLETION OF THE PROJECT. THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND OR DEMOLISH ANY EXISTING CONDITIONS REQUIRED FOR THE SUCCESSFUL INSTALLATION OF ANY NEW CONSTRUCTION IDENTIFIED IN THESE DOCUMENTS.

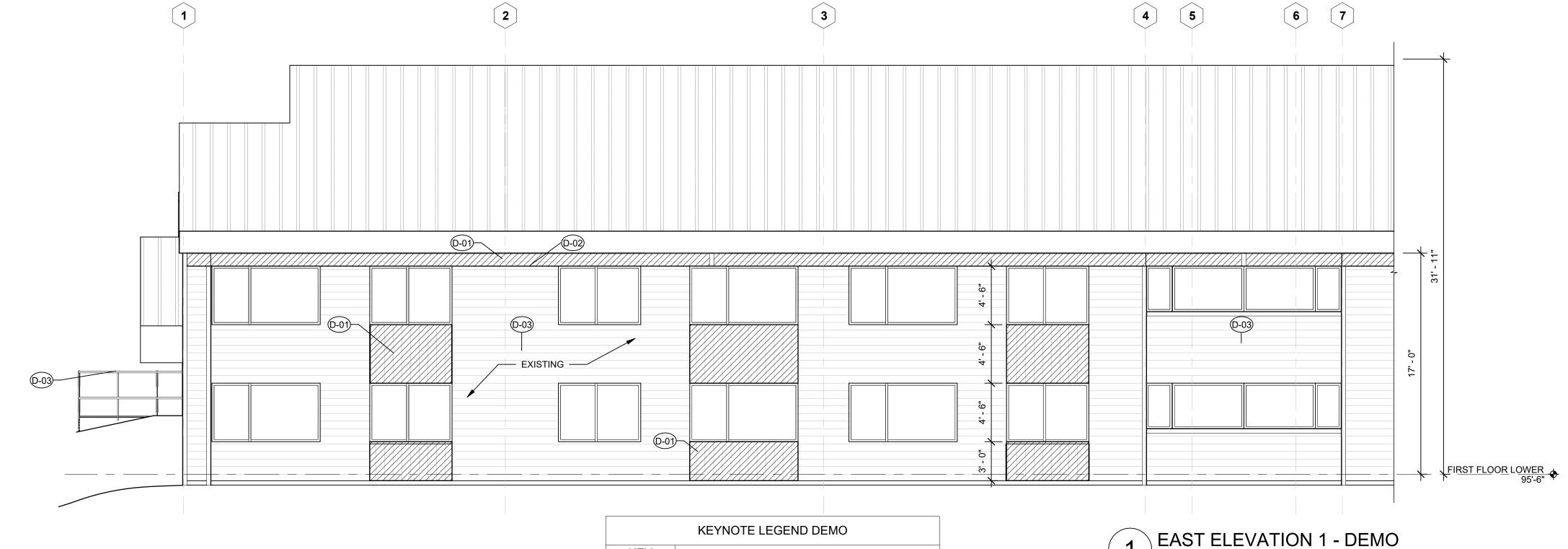
6. DASHED LINES/DIAGONAL FILLS INDICATE LOCATIONS OF DEMOLITION/RENOVATION.

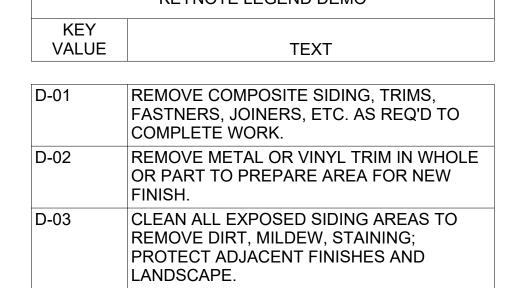
7. PIPE RAILINGS AND HM DOORS SHOWN FOR REFINISH TO BE REMOVED, PREPPED AND RECEIVE PRIMER AND FINISH COATS PRIOR TO REINSTALLATION.

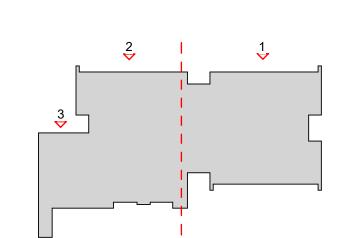
8.RETAIN ALL LAP SIDING ATTACHMENT COMPONENTS FOR REINSTALLATION.

9. WHERE UNFINISHED WALL, FLOOR, OR CEILING AREAS ARE EXPOSED BY DEMOLITION, FINISH TO LEVEL MATCHING ADJACENT FINISHES.

10. OBTAIN DEMO PERMIT PRIOR TO BEGINNING WORK.



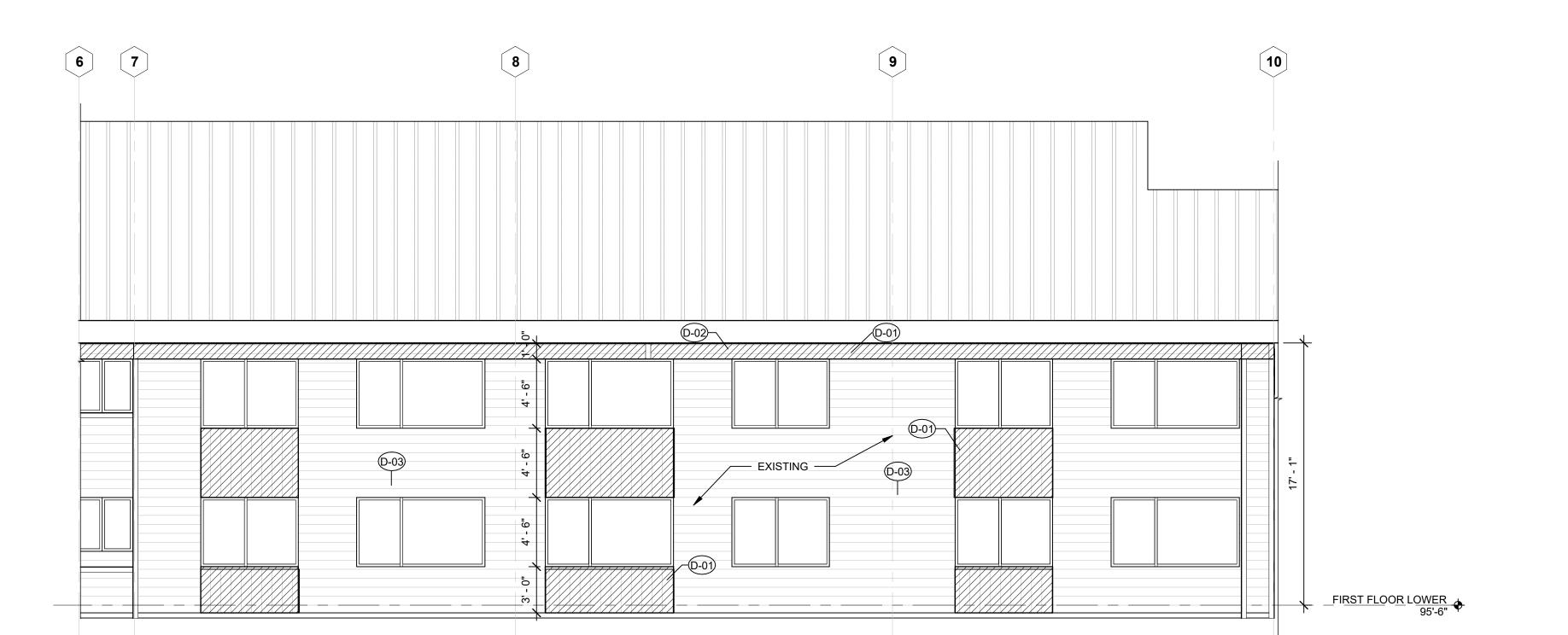


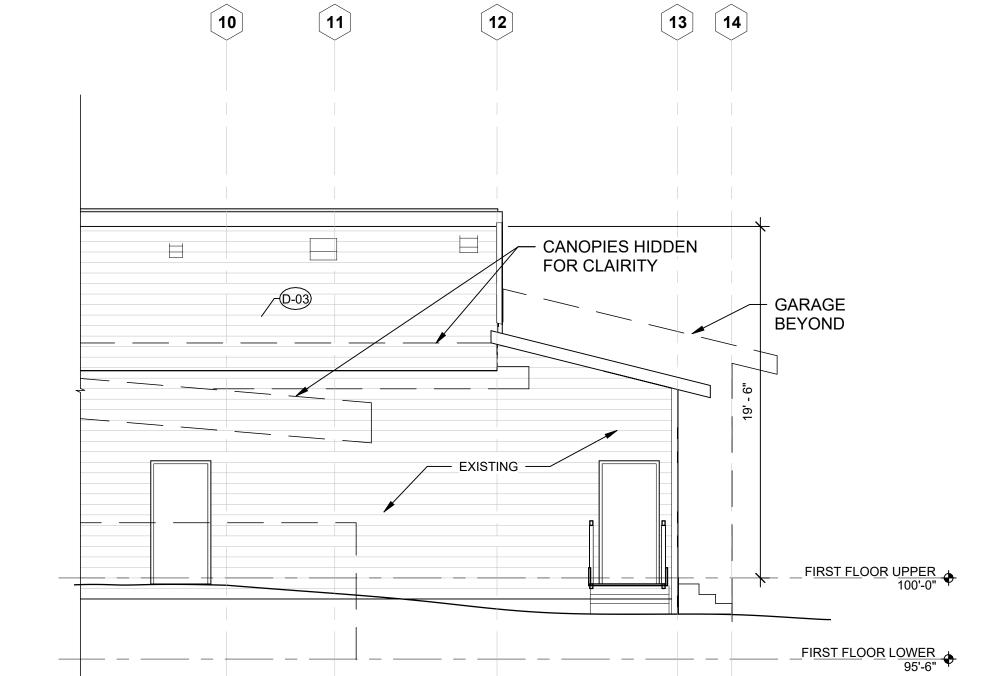


KEY PLAN Scale: 1/64" = 1'-0"

11

10





EAST ELEVATION 2 - DEMO (2) EAS | LLL | Scale: 3/16" = 1'-0"

2/18/2025 2:12:58 PM

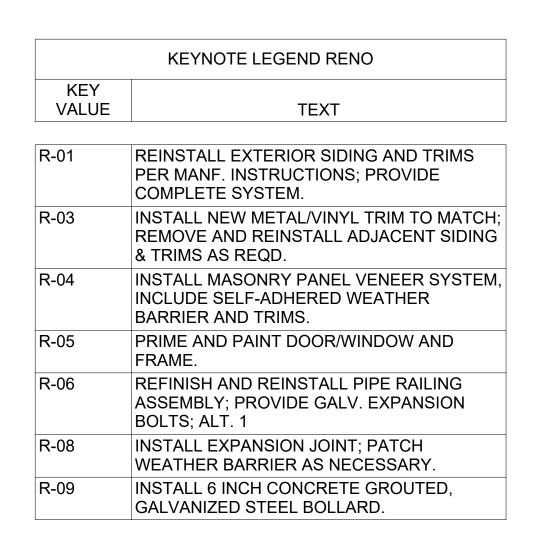
Scale: 3/16" = 1'-0"

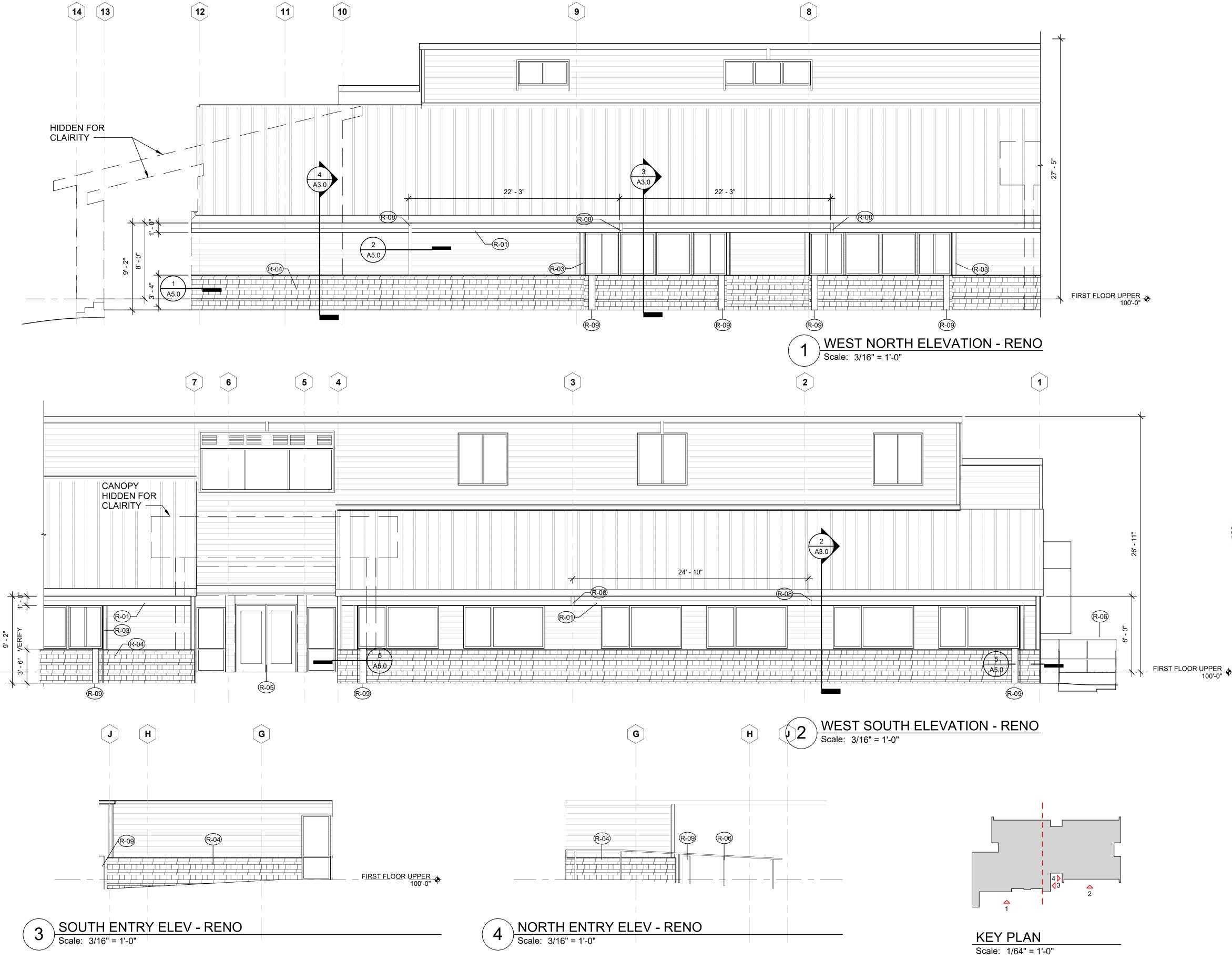
EXTERIOR ELEVATION GENERAL NOTES

1. ALL SIDING TO BE FREE OF DIRT AND STAINS.

FOR ADDITIONAL INFORMATION.

- INSTALL SALVAGED COMPOSITE SIDING PER MANF. INSTALLATION INSTRUCTIONS. ENSURE ALL FASTENERS AND CLIPS MEET SPECIFICATION.
- 3. LOCATION AND SPACING OF SIDING COURSE PATTERNS, MASONRY PANELS, AND EXPANSION JOINTS, ETC., ARE TO BE AS SHOWN ON EXTERIOR ELEVATIONS. WHERE NOT DIMENSIONED OR DETAILED, MATERIAL JOINTS ARE TO BE EQUALLY SPACED AND/OR CENTERED/ALIGNED W/ ADJACENT ELEMENT AS SHOWN.
- USE MASONRY PANEL SYSTEM TRIMS FOR ALL TRANSITIONS, TRIMS, AND ESCUTCHEONS.
- CONTRACTOR RESPONSIBLE FOR IDENTIFYING AND PLANNING FOR ALL PLUMBING, VENTILATION, AND ELECTRICAL APPURTENANCE TRIMS. VERIFY IN FIELD BEFORE ORDERING.
- 6. WEATHER BARRIER SHALL BE CONTINUOUS AND ALL JOINTS AND SPICES SEALED.
- 7. ALL DIMENSIONS ARE TAKEN FROM OWNER'S AS-BUILT DRAWINGS. CONTRACTOR RESPONSIBLE TO VERIFY IN FIELD PRIOR TO ORDERING MATERIALS.
- 8. EXTERIOR WALL FINISHES EXTEND FULL HEIGHT TO SOFFITS (NOT SHOWN WHERE EAVES OBSCURE VIEW). SEE BUILDING SECTIONS & DETAILS.
- 9. REVIEW LIDAR SCAN OF EXISTING CONDITIONS: https://my.matterport.com/show/?m=fVNsoQApL2f



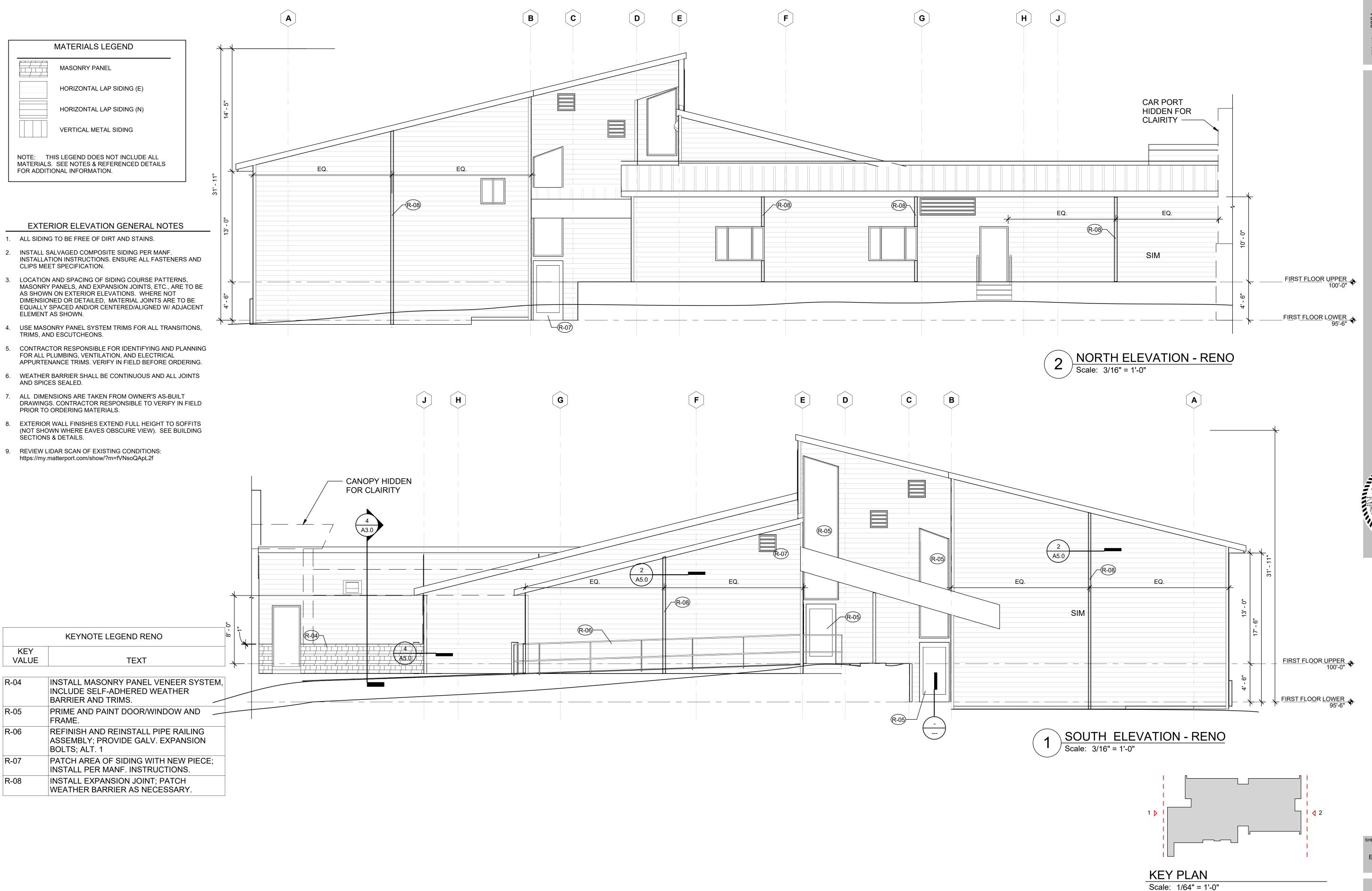


REPAIR SIDING CENTER

SENIOR TION DRAWI VALDEZ

THIRD .

SHEET CONTENTS WEST EXTERIOR ELEVATIONS - RENO



DRAWN Author
CHECKED Checker
DATE 02-19-25
FULL SIZE DRAWINGS: 22" x 34

R SIDING REPAIR

VALDEZ SENIOR CENTER CONSTRUCTION DRAWINGS

MER , AK 37.746.6670 37.746.6680 architecture.com

Molf

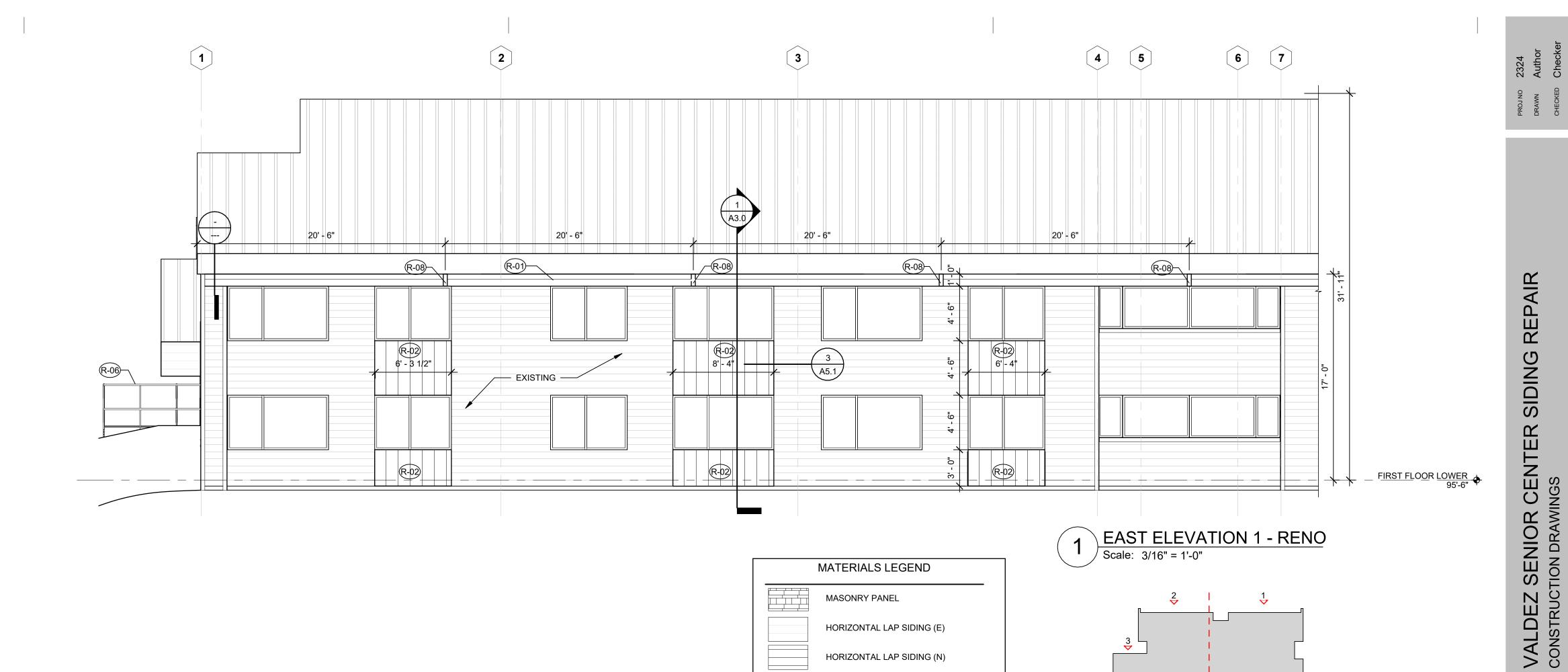
NORTH AND SOUTH
EXTERIOR ELEVATIONS
- RENO

A2.4

- 1. ALL SIDING TO BE FREE OF DIRT AND STAINS.
- 2. INSTALL SALVAGED COMPOSITE SIDING PER MANF. INSTALLATION INSTRUCTIONS. ENSURE ALL FASTENERS AND CLIPS MEET SPECIFICATION.
- 3. LOCATION AND SPACING OF SIDING COURSE PATTERNS, MASONRY PANELS, AND EXPANSION JOINTS, ETC., ARE TO BE AS SHOWN ON EXTERIOR ELEVATIONS. WHERE NOT DIMENSIONED OR DETAILED, MATERIAL JOINTS ARE TO BE EQUALLY SPACED AND/OR CENTERED/ALIGNED W/ ADJACENT ELEMENT AS SHOWN.
- 4. USE MASONRY PANEL SYSTEM TRIMS FOR ALL TRANSITIONS, TRIMS, AND ESCUTCHEONS.
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- REVIEW LIDAR SCAN OF EXISTING CONDITIONS: https://my.matterport.com/show/?m=fVNsoQApL2f

| KEYNOTE LEGEND RENO | | |
|---------------------|---|--|
| KEY VALUE | TEXT | |
| VALUE | IEXI | |
| R-01 | REINSTALL EXTERIOR SIDING AND TRIMS PER MANF. INSTRUCTIONS; PROVIDE COMPLETE SYSTEM. | |
| R-02 | INSTALL NEW METAL PANEL SIDING AND TRIMS. | |
| R-06 | REFINISH AND REINSTALL PIPE RAILING ASSEMBLY; PROVIDE GALV. EXPANSION BOLTS; ALT. 1 | |
| R-08 | INSTALL EXPANSION JOINT; PATCH | |

WEATHER BARRIER AS NECESSARY.

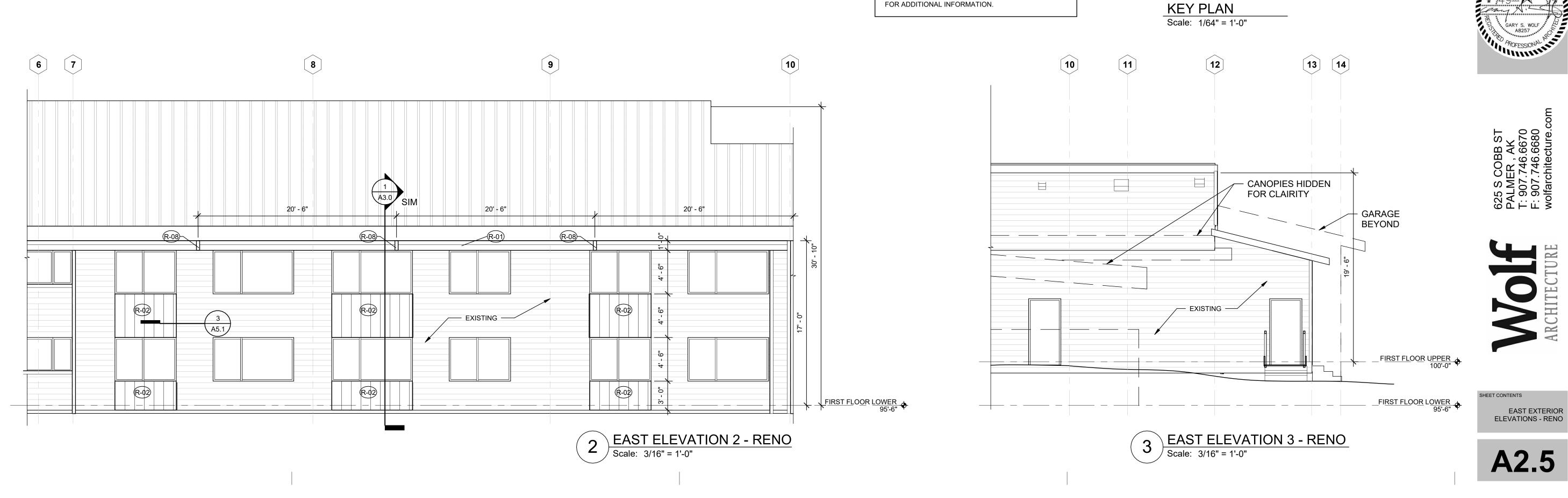


HORIZONTAL LAP SIDING (N)

VERTICAL METAL SIDING

NOTE: THIS LEGEND DOES NOT INCLUDE ALL MATERIALS. SEE NOTES & REFERENCED DETAILS

FOR ADDITIONAL INFORMATION.



THUMAN.





25.5 COBB 51 PALMER , AK F: 907.746.6670 F: 907.746.6680 volfarchitecture.com

Volte CTURE

SHEET CONTENTS

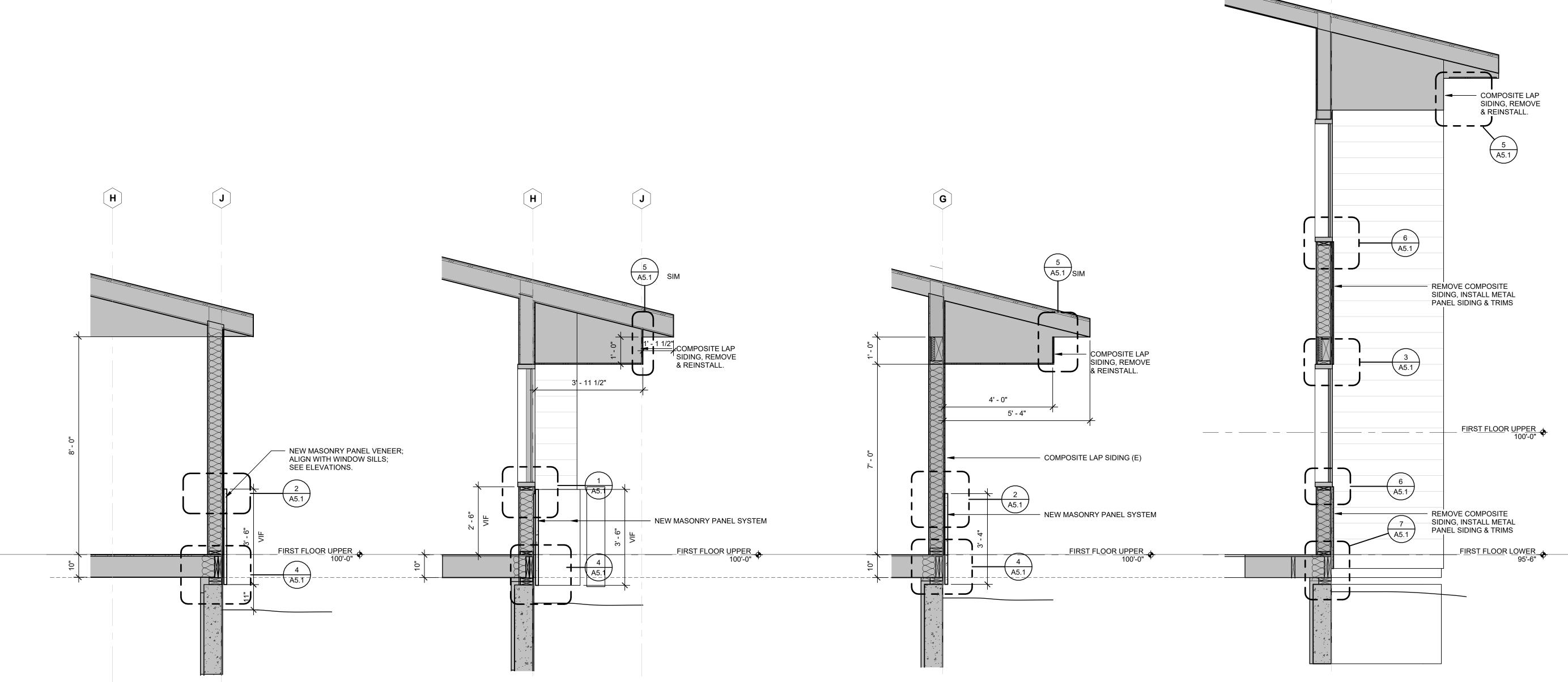
WALL SECTIONS

WALL SECTION 1

NOTE: BUILDING SECTIONS ARE SHOWN FOR REFERENCE ONLY, BASED OFF OF EXISTING DRAWINGS. NO NEW STRUCTURAL WORK IS

BEING DONE FOR THE RENOVATION.

A3.0



2 WALL SECTION 2
| Scale: 1/2" = 1'-0"

WALL SECTION 3

Scale: 1/2" = 1'-0"

WALL SECTION 4
Scale: 1/2" = 1'-0"

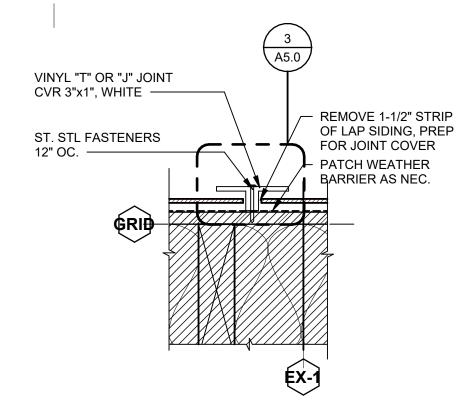
- MASONRY PANEL, ALTERNATE OVERLAP BOTH SIDES; INSTALL PER MANF. INSTRUCTIONS

- SEAL ALL JOINTS WITH MATCHING

TEXTURED FINISHING ADHESIVE

SHEET CONTENTS EXTERIOR DETAILS

A5.0



SEALANT AND BACKER ROD

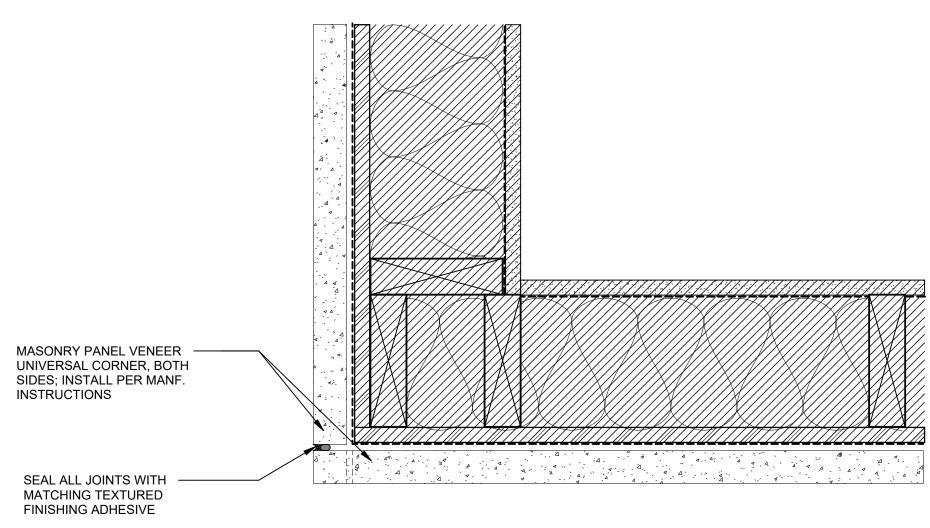
- J-TRIMS INSTALLED BACK TO BACK

PRE-DRILL FOR PAN-HEAD FASTENERS

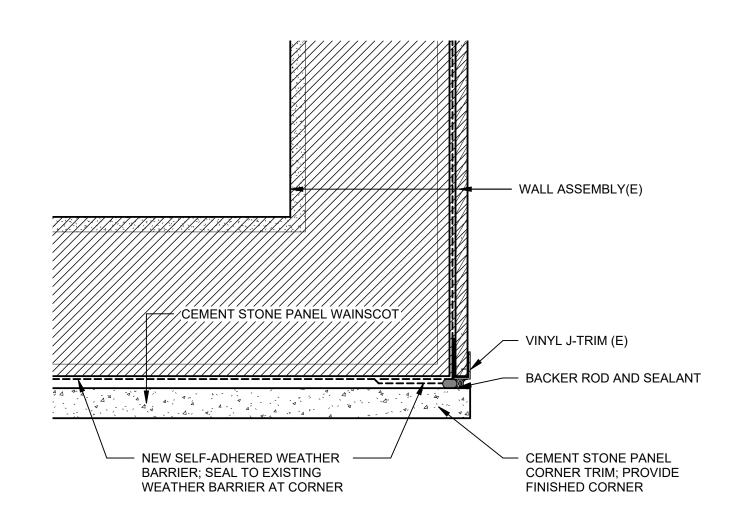
JOINT COVER--OPTIONS

COMPOSITE SIDING EXPANSION JT Scale: 3" = 1'-0"

> TYP. MASONRY PANEL INSIDE CORNER DETAIL Scale: 3" = 1'-0"



TYP. MASONRY PANEL OUTSIDE CORNER DETAIL Scale: 3" = 1'-0"



MASONRY PANEL/SIDING OUTSIDE 5 CORNER Scale: 3" = 1'-0"

2/18/2025 2:13:06 PM

Solon GARY S. WOLF of AR257
AROFESSIONA

SHEET CONTENTS EXTERIOR SECTION DETAILS

A5.1

FLANGED VINYL WINDOW UNIT (E) PRE FINISHED **ENGINEERED** WALL ASSEMBLY (E) WINDOW TRIM SELF-ADHERED SELF-ADHERING FLASHING OVER WEATHER BARRIER FLANGE PRE FINISHED METAL PANEL SIDING PRE FINISHED METAL PANEL SIDING SELF-ADHERING FLASHING OVER SELF-ADHERED WEATHER BARRIER FLANGE - PREFINISHED METAL FLASHING JAMB DETAIL **HEAD DETAIL** VINYL WINDOW ASSY (E) —

MTL PANEL JAMB/HEAD DETAILS Scale: 3" = 1'-0"

- 1/4" NEAT BRUSHED CONCRETE DOME

6" DIA. X 6' LONG HOT DIP GALV. STRONG STEEL PIPE,

ASTM 500 GRADE B, FILL

BY OWNER.

FINISH GRADE

BOLLARD DETAIL SECTION

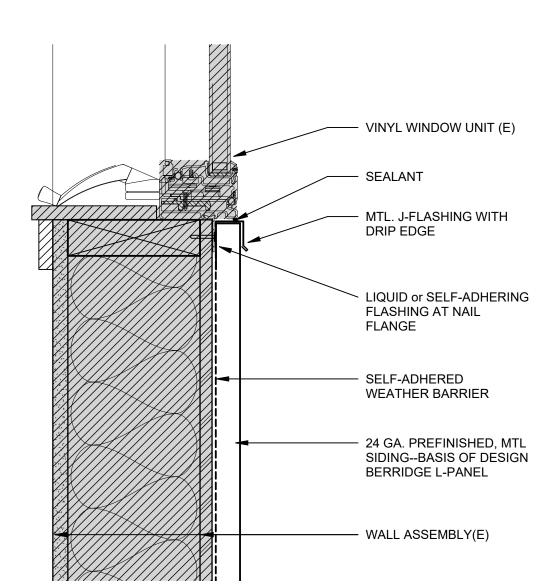
Scale: 3/4" = 1'-0"

- 2" NEAT BRUSHED CONCRETE DOME

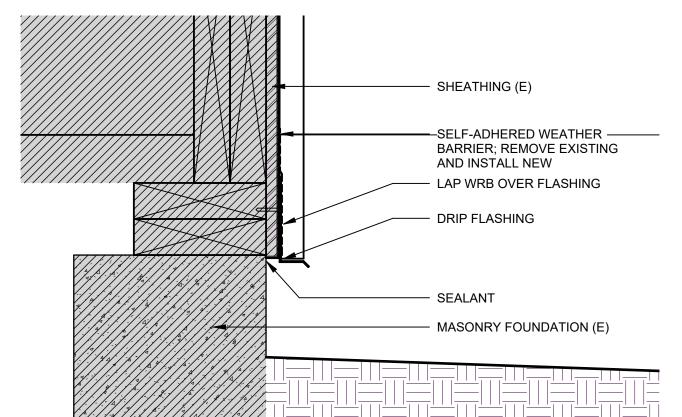
18" DIA. CONCRETE BASE

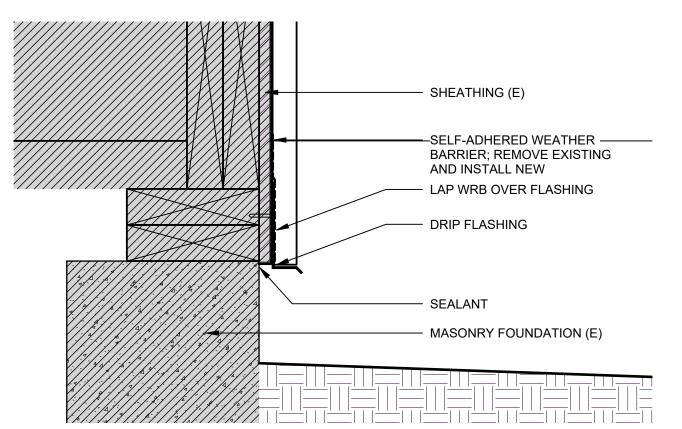
WITH CONCRETE; PROVIDE

SLEEVES, COLOR SELECTED

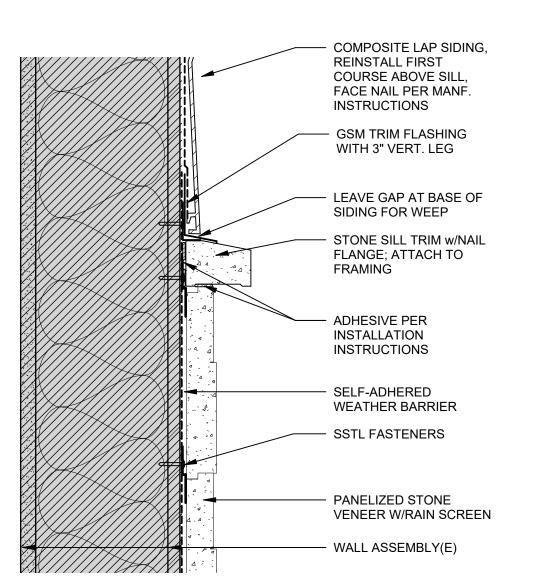




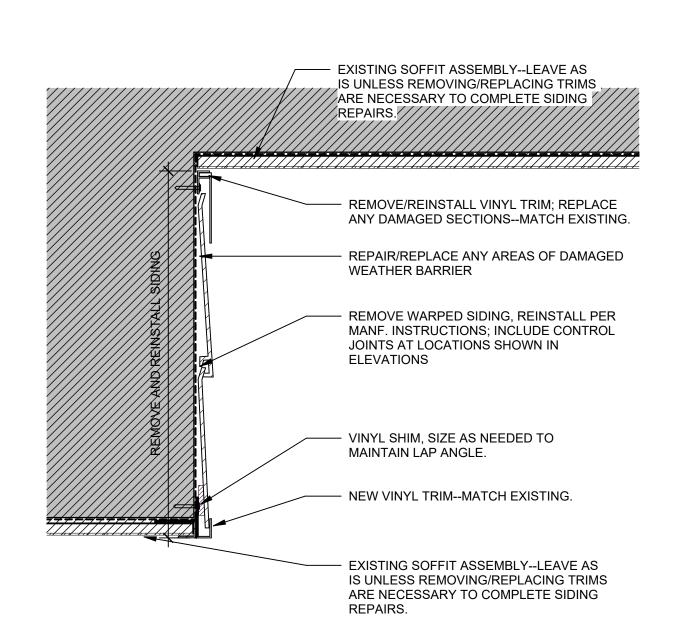




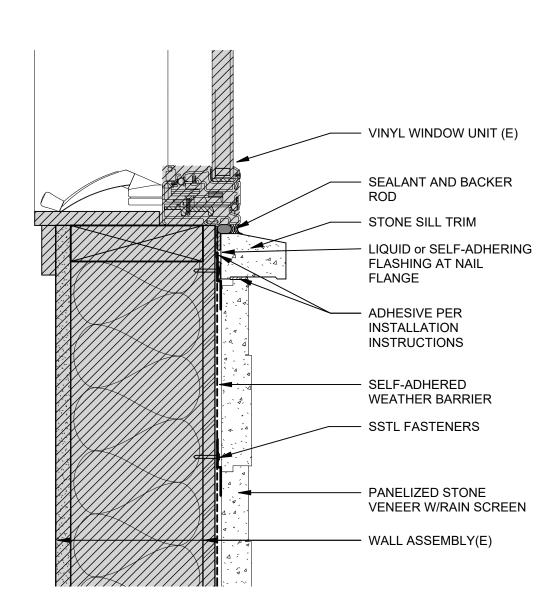
7 MTL VENEER--BASE

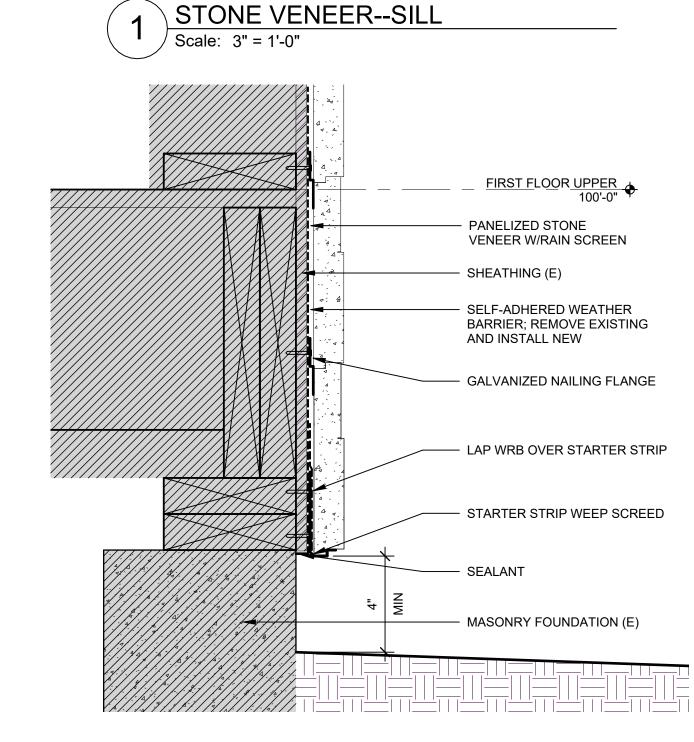














2/18/2025 2:13:07 PM



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: ORD 25-0005, Version: 1

ITEM TITLE:

#25-05 - Amending Chapter 3.12 of the Valdez Municipal Code Entitled Property Taxes. First Reading. Public Hearing.

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: NA Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

NA

SUMMARY STATEMENT:

Ordinance #25-05 amends Chapter 3.12 to define the scope of appeals properly heard by the Board of Equalization.

Section 3.12.110 and 3.12.120 are amended wherein the Board of Equalization hear appeals regarding both valuation and taxability.

Section 3.12.140 is amended wherein an appeal to the Board of Equalization shall be a prerequisite to any appeal to the superior court.

CITY OF VALDEZ, ALASKA

ORDINANCE NO. 25-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING CHAPTER 3.12 ENTITLED PROPERTY TAXES

WHEREAS, the City desires to amend Chapter 3.12 as provided herein to define the scope of appeals properly heard by the Board of Equalization.

WHEREAS, the City desires that the Board of Equalization hear appeals regarding both valuation and taxability.

WHEREAS, an appeal to the Board of Equalization shall be a prerequisite to any appeal to the superior court.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA THAT, the following:

Section 1. The City of Valdez hereby amends Section 3.12.110 as follows:

3.12.110 Appeals to board of equalization.

- A. A person whose name appears on the assessment roll or the agent or assigns of that person may appeal to the board of equalization for relief from an alleged error in valuation not adjusted by the assessor to the taxpayer's satisfaction.
- B. The appellant shall, within thirty days after the date of mailing of the notice of assessment, submit to the assessor a written appeal using the appeal form available at the city clerk's office specifying: (1) the name of the property owner; (2) a legal description of the property; (3) grounds for appeal; (4) supporting evidence; and (5) the appellant's opinion of value. For purposes of this section, the appeal is submitted on the date it is received in the office of the city clerk. If an appeal is not properly submitted to the city clerk's office within thirty days after the mailing of the notice of assessment, the right of appeal ceases unless the board of equalization finds that the taxpayer was unable to comply.
 - 1. Before the initial board of equalization hearing, a taxpayer who seeks to appeal the assessor's valuation after the thirty-day appeal period has closed shall file a letter and supporting documents, if any, with the city clerk stating the reasons why the taxpayer was unable to comply within the thirty-day appeal period. The board shall consider each letter but shall not consider evidence regarding property valuation. The board shall only consider reasons the taxpayer was unable to comply within the thirty-

day appeal period. The taxpayer shall have five minutes to make an oral presentation solely focused on the taxpayer's inability to comply within the thirty-day appeal period. The board's determination shall be based on the taxpayer's letter and any supporting documents or oral presentation. If the request is granted, the taxpayer shall have seven days from the board's decision to file a valuation appeal and submit all evidence required by this title. The city clerk shall send notice of the board's decision to the taxpayer.

- 2. The board shall interpret the term "unable to comply" as meaning that a taxpayer must demonstrate compelling reasons or circumstances that would have prevented a reasonable person under the circumstances from filing an appeal. The term "unable to comply" does not include situations in which the taxpayer forgot about or overlooked the assessment notice, was out of town during the thirty-day appeal period for filing an appeal, or similar situations. Rather, it covers situations that are beyond the control of the taxpayer and, as a practical matter, prevent the taxpayer from recognizing what is at stake and dealing with it. Such situations would include a physical or mental disability serious enough to prevent the taxpayer from dealing rationally with the taxpayer's financial affairs.
- C. The grounds for appeal are unequal, excessive, improper or undervaluation of the property not adjusted by the assessor to the property owner's satisfaction or that the property is not taxable. The potential validity or invalidity of asserted errors in assessment shall have no bearing on the determination of whether the taxpayer was unable to timely file an appeal.
- D. If the party making the appeal is an assign of the record owner, documentation of the assignment must bear a stamp reflecting the recording district and the book and page number or serial number of the recorded assignment. If the party making the appeal is an agent of the property owner, the property owner's signature granting the authority must be notarized and attached to the appeal form.
- E. After the time for filing valuation appeals has expired and after consultation with the assessor, and at the direction of the chair of the board of equalization, the city clerk shall schedule appeals to be heard by the board of equalization beginning on the dates identified in the notice of assessment. The city clerk on behalf of the assessor shall notify each appellant by mail of the time and place of hearing at least fifteen days before the hearing.
- F. The board of equalization is given the discretion to determine whether to grant a request for a continuance. A hearing shall be scheduled for all appeals timely filed by submitting a completed appeal form.
- G. Upon receipt of a timely filed and completed appeal form, the assessor shall make a record of the same in such form as the city council may direct. The assessor shall prepare for use by the board of equalization a summary of assessment data relating to each assessment that is appealed.

- H. If the assessor and the appellant mutually resolve a duly filed appeal prior to a hearing by the board of equalization, the appellant may withdraw that appeal. The appellant's withdrawal must be filed in writing with the assessor or stated under oath at a board of equalization hearing prior to the assessor closing the appeal.
- I. The city may appeal an assessment to the board of equalization in the same manner as a taxpayer. Within five days after receipt of an appeal by the city, the assessor shall notify the person whose property assessment is being appealed. The property owner may appear and participate in an appeal of an assessment by the city. (Ord. 23-01 § 1)

Section 2. The City of Valdez hereby amends Section 3.12.120 as follows:

3.12.120 Board of equalization—Composition and procedure.

- A. The city council sits as the board of equalization for the purpose of hearing an appeal from a determination of the assessor, or it may delegate this authority to one or more boards appointed by it. An appointed board may be composed of not less than three people, who shall be members of the city council, city residents, or a combination of city council members and residents. Qualifications for membership shall be established by ordinance.
- B. The board may alter an assessment of a property only pursuant to an appeal filed as to the particular property.
- C. All appeals must be heard and decided before June 1st, unless the board finds a hearing after this date will not prejudice the appellant and the delay is administratively justified. The board must also find that the proposed hearing date will enable the assessor to substantially comply with the requirements that the assessment roll be certified by June 1st. The meetings of the board may be scheduled either on weekends, during business hours, or during evening hours. In no event may an appeal hearing begin after midnight and the board shall adjourn no later than one a.m. If an appeal hearing is continued, the chair shall schedule a date and time for continuance of the appeal hearing.
- D. A quorum of the board must be present for the board of equalization to convene and take action. No actions shall be taken by the board except by concurrence of at least four members.
- E. The chair shall preside over the board hearing. In the absence of the chair, the vice-chair shall preside. If both are absent, the members present shall select a person to preside. The city clerk shall attend the hearings to record the proceedings, record votes, administer the oaths to witnesses, and prepare the decision forms. The city attorney or designee shall attend the hearing to advise the board.
- F. The chair shall open the board session by calling the board to order, reading a summary of procedures for the board, and by calling each appellant's name and asking if the appellant or representative is present. The chair shall bring each appeal before the board in the order scheduled by the city clerk.

G. Hearing.

- 1. An appeal before the board of equalization shall be conducted in accordance with the procedures adopted by the board, in addition to the following rules:
 - a. Order of Appeals—Failure of Appellant to Appeal. Appeals shall be heard in the order scheduled by the city clerk. If an appellant is not present at the time scheduled, the appeal will be deferred and the next scheduled appellant heard. When the board has heard the appeals of all scheduled appellants who have appeared at the hearing, it shall take up the appeals of absent appellants. If any appellant remains absent after deferral of the hearing, the board may proceed with the hearing upon whatever material has been previously filed by such absent appellant.
 - b. Oath to Be Administered. Anyone testifying before the board shall be administered an oath prior to giving testimony.
 - c. Record. The city clerk shall be ex officio clerk of the board and shall keep verbatim stenographic records or electronic recordings of the board's proceedings, showing the vote of each member on every question and all the evidence presented.
 - d. Counsel. All parties may be represented by counsel during hearings before the board. The city attorney may offer legal counsel to the board in the course of its proceedings.
 - e. Burden of Proof. The burden of proof rests with the appellant. The only grounds for adjustment of an assessment are unequal, excessive, improper or under valuation or that the property is not taxable based on the facts that are stated in a valid written appeal or provided at the appeal hearing. If the valuation is found to be too low, the board of equalization may raise the assessment. The city shall make available to the appellant all reasonably pertinent documents requested for presentation of the appeal.
 - f. Rules of Evidence. The hearing of an ordinary routine appeal shall be conducted informally. The board shall not be restricted by the formal rules of evidence; however, the chair may exclude evidence irrelevant to the issues appealed. Hearsay evidence may be considered, provided there are adequate guarantees of its trustworthiness and that it is more probative on the point for which it is offered than any other evidence which the proponent can procure by reasonable efforts.
 - g. Ordinary Routine Appeal. In a hearing for an ordinary routine appeal, each side shall have a total of no more than thirty minutes to present their case. Each side shall be responsible for dividing their thirty minutes between oral presentation, argument, testimony (including witness testimony), and rebuttal. The board may expand or limit the length of the hearing depending on its complexity or take other action to expedite the proceedings.

- h. Complex Appeal. In the event of a complex appeal, the chair may elevate the appeal to include a more formal hearing. If an appeal is determined by the chair to be complex, then the appeal process will follow complex appeal procedures adopted by the board.
- i. Order of Presentation. The appellant shall present argument first. Following the appellant, the assessor shall present the city's argument. The appellant may, at the discretion of the chair, make rebuttal presentations directed solely to the issues raised by the assessor. The members of the board may ask questions through the chair of either the appellant or the assessor at any time during the hearing.
- j. Witnesses and Exhibits. The appellant and the assessor may offer oral testimony of witnesses and documentary evidence during the hearing. All testimony before the board shall be under oath.
- k. Board Decisions. Upon presentation of all evidence and testimony, the board may conclude the hearing and render a decision on the appeal. The board may adjust a valuation upwards or downwards. Decisions shall be in the form of motions, with specific findings of fact therefor, and the vote shall be taken by "yes" and "no," which shall be permanently entered on the record of the proceedings. A majority vote in the affirmative adopts any motion.
- I. Certification. The board of equalization shall certify its actions to the assessor within seven days. Except as to supplementary assessments, the assessor shall enter the changes and certify the final assessment roll by June 1st.
- m. Additional Rules and Procedures. Other procedures and rules of operation may be adopted by the board of equalization.
- n. Appeal of Board Decision. The appellant or the assessor may appeal a decision of the board to the superior court within thirty calendar days in accordance with the Alaska Rules of Appellate Procedure. (Ord. 23-01 § 1)

<u>Section 3.</u> The City of Valdez hereby amends Section 3.12.140 as follows:

3.12.140 Appeals to superior court.

An appellant or the assessor may appeal a determination of the board of equalization to the superior court as provided by rules of court applicable to appeals from the decisions of administrative agents. Appeals are heard on the record established at the hearing before the board of equalization. An appeal to the Board of Equalization is required prior to any appeal to the superior court. Notwithstanding other provisions in this chapter, a determination of the assessor as to whether property is taxable under law may be appealed directly to the superior court. (Ord. 23-01 § 1)

<u>Section 4.</u> This ordinance shall become effective immediately upon final approval and adoption by the Valdez City Council.

| THE CITY COUNCIL OF THE CITY OF VALDEZ,, 2025. | | |
|--|--|--|
| CITY OF VALDEZ, ALASKA | | |
| Austin Love, Mayor Pro-Tempore | | |
| Adoption: | | |
| Yeas: Noes: Absent: Abstaining: | | |
| J | | |
| | | |



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: ORD 25-0004, Version: 1

ITEM TITLE:

#25-04 - Amending Chapter 10.20 of the Valdez Municipal Code Titled Recreational Vehicle Parks and Tent Camping. Second Reading. Adoption.

SUBMITTED BY: Jake Staser, City Attorney/ Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Approve Ordinance 25-04 in second reading for adoption.

SUMMARY STATEMENT:

Ordinance 25-04 is attached for review.

This ordinance amends, Chapter 10.20 of the Valdez Municipal Code relating Recreational Vehicle and Tent Camping. This section of code has not been updated since 1996. Ordinance 25-04 seeks to outline rules for limited camping and RV parking in areas not designated as RV Parks & Campgrounds under Title 17 and to clarify the process for issuing permits and designating areas. The ordinance brings alignment with the recently adopted Title 17, which now includes more detailed standards for RV Parks & Campgrounds.

In currently adopted code, Section 10.20.030 calls for a permit for RV Parking in designated areas of the city by permit from the City Manager's office. Although RV camping has become more and more popular in recent years, the permit program was not implemented until last summer. Due to concerns about RVs parked in areas that are not appropriate within the City, the Chief of Police/Assistant City Manager formed a committee of department heads to explore solutions to the issue. During the summer of 2024, under the recommendation of the group, City Administration began issuing permits for a handful of designated areas as a temporary solution.

The group, which also includes the Capital Facilities Director, Community Development Director, Parks & Rec Director, Public Works Director, City Clerk, City Attorney, and Lt. Kalin King has developed the draft ordinance.

CITY OF VALDEZ, ALASKA

ORDINANCE #25-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA AMENDING CHAPTER 10.20 OF THE VALDEZ MUNICIPAL CODE TITLED RECREATIONAL VEHICLE PARKS AND TENT CAMPGROUNDS

WHEREAS, it is the intent of the city to set reasonable standards for recreational vehicles and tent camping within the city in designated areas; and

WHEREAS, this ordinance brings alignment with Title 17 of the Valdez Municipal Code, which includes detailed standards for RV Parks & Campgrounds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that:

<u>Section 1</u>: Chapter 10.20 of the Valdez Municipal Code is hereby amended to read as follows:

Chapter 10.20

RECREATIONAL VEHICLE PARKS AND TENT CAMPING CAMPGROUNDS

| Sections: | |
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10.20.010 Purpose.

The purpose of this chapter is to set reasonable standards for recreational vehicle parks and tent camping camprounds within the city in locations other than established recreational vehicle parks and campgrounds permitted under Title 17 of this code. It is the intent of the city to assure that the public health, safety and welfare of the community is preserved and protected while not creating burdensome and unduly restrictive regulations that would deter recreational vehicle travelers and tent campers from visiting Valdez. (Ord. 96-09 § 1 (part))

10.20.020 Definitions.

As used in this chapter:

"Recreational vehicle" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, or other temporary occupancy use, which either has its own motive power, or is mounted on or drawn by another vehicle. Examples include the basic entities are: travel trailer, camping trailer, truck camper, and motor home, and other similar vehicles.

"Recreational vehicle park <u>or campground</u>" means a <u>lot or portion of a lot where plot of land upon which</u> two or more recreational vehicles <u>sites or tents</u> are <u>parked, camped, leased or rented for located, established or maintained for occupancy by recreational vehicles of the general public as temporary living quarters <u>occupancy</u> for recreation or vacation purposes. <u>A recreational vehicle park or campground may be improved or unimproved providing remote, rural or nonrural settings that may or may not include improvements and amenities such as water, showers, electricity, a dump station, cable television, internet service or similar services.</u></u>

"Recreational vehicle site" means a plot of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle, at tent, or other individual camping unit on a temporary basis.

"Designated area" means any designated area of land owned or controlled by the City other than established recreational vehicle parks or campgrounds permitted under Title 17 identified by the City Manager as suitable for temporary recreational vehicle camping in compliance with this Chapter.

"Tent" means a portable, collapsible, enclosed shelter made of canvas or nylon, or comparable material, stretched and sustained by poles, which has been specifically designed and manufactured for temporary use for camping.

<u>"Tent Camper"</u> <u>"Tenter"</u> shall be defined as a person or party or persons camping in a tent or in the open.

"Tent campground" shall be defined as an area, lot or portion of a lot where two or more recreational vehicles are parked or camped for temporary occupancy. (Ord. 96-09 § 1 (part))

10.20.030 Use and parking of recreational vehicles outside of a recreational vehicle park.

- A. No recreational vehicle may be parked <u>and occupied</u> on city streets <u>or</u> in areas where such prohibition is posted <u>or otherwise prohibited by the code</u>.
- B. No recreational vehicles may be parked and occupied in city parking lots or and on other city controlled property without except in designated areas and after obtaining a permit for that purpose from the city manager or his their designee. A permit may be obtained by submitting an application in the form and manner prescribed by the City

Manager. The permits under this section shall not exceed three days, with the option for renewal at the discretion of the City Manager or their designee.

- C. <u>One</u> recreational <u>vehicles</u> may be parked for temporary occupancy on a lot in <u>residential zoning districts R1, R2, RR, and NMU for a period of no longer than thirty days.</u> all <u>single-family residential zone districts</u> Such occupancy must be with the owner's permission and in compliance with applicable laws.
- D. One recreational vehicle may be parked for temporary occupancy with water and sewer hookups on a lot in all commercial zoned commercial zoning districts CB and G for a period of no longer than one hundred eighty days. Such occupancy must be with the owner's permission and in compliance with applicable laws.
- E. Except as provided otherwise, it is a violation of this code for a person in charge of a premises within the city to permit or allow camping without a valid permit from the city and if required, a state of Alaska Public Accommodation Permit.
- F. E. Up to three recreational vehicles may be parked for overnight camping on property belonging to a local private club or lodge <u>for a period of no longer than three days</u> provided the following conditions are met:
- 1. Sufficient off-street parking remains for patrons of the establishment.
- 2. The recreational vehicles are fully self-contained.
- 3. The private club or lodge has granted permission for overnight parking; and
- 4. The owners of the recreational vehicles must be out-of-town members of the local private club or lodge.
- F. Camping not in conformance with this Chapter may be permitted pursuant to Section 17.12.120 on thei code entitled Temporary Land Use Permits.

10.20.040 Location.

Recreational vehicle parks are permitted in the public lands zoning district; are allowed as a conditional use in the commercial residential zoning district, the general commercial zoning district, and the light industrial zoning district. (Ord. 96-09 § 1 (part))

10.20.050 Recreational vehicle park standards.

- A. Standards Generally. Recreational vehicle parks shall meet the design and performance standards set forth herein as well as those mandated by state and local law. Such standards include but are not limited to those regulating wastewater disposal, drinking water and restrooms. The facilities must be in compliance with all building, plumbing, electrical, fire and other applicable codes.
- B. Site Plan. The applicant shall provide a site plan drawn at a scale in which all of the requirements of this section are clearly shown. In addition, the following shall be shown:

- 1. Name of the recreational vehicle park or campground, ownership, name of developer, scale, north arrow, date, and location map showing the location of the park or campground;
- 2. Identification of each recreational vehicle site by number.
- C. Separation Requirements. The following requirements shall apply to all buildings, structures and recreational vehicles within a park or campground.
- 1. Distance Between Structures and Recreational Vehicles. The minimum side-to-side spacing between recreational vehicles and/or other permitted buildings or structures and any subsequent additions thereto shall not be less than ten feet.
- 2. Site Width. Each recreational vehicle site shall not be less than ten feet plus the width of the recreational vehicle.
- D. Design of Entrances and Exits. Entrances and exits shall be designed for safe and convenient movement of traffic into and out of the park, and to minimize hazards with traffic on adjacent streets. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended. No object or material impediment to visibility shall be created, placed or maintained which obscures the view of an approaching driver in the right lane of the street. No entrance or exit shall be located nearer than thirty feet from any street intersection, or ten feet from the radius point, whichever is more.
- E. Internal Streets. Streets shall be provided in the park or campground where necessary to furnish principal trafficways for safe and convenient access to all sites and to facilities for common use by park or campground occupants.
- F. Street Alignment and Gradient. Street alignment and gradient shall be designed and constructed to ensure the safe movement of traffic, and to satisfactorily control surface water.
- G. Street Surfacing. Streets shall consist of a sound all-weather driving surface consisting of gravel, cinders, asphalt or concrete.
- H. Street Widths. Internal streets shall meet the following minimum size standards:
- 1. Twenty feet wide access road in front of or behind each site;
- 2. Street widths at access points where traffic enters or leaves the park, shall be of sufficient size to permit free movement from or to the stream of traffic on the adjacent public streets, and no parking shall be permitted which in any way interferes with such free movement.
- I. Disposal of Sewage and Providing of Water. Disposal of wastewater and providing of drinking water shall comply with the Uniform Plumbing Code as adopted by the city. (Ord. 96-09 § 1 (part))

10.20.060 040 Tent camping prohibited—Exceptions.

No tent tenters campers shall camp in the city, except tent tenters campers who:

- A. Camp in <u>established recreational vehicle parks or campgrounds.</u> designated areas within the city;
- B. Camp in tent campgrounds approved by the city as camping areas.
- C. Camp not less than one-quarter mile from any roadway, or not less than one hundred yards from any public trail, unless posted "No Camping" or "No Trespassing";
- B.D. Camp on private property with the permission of the owner, limited to no more than two tents for a period not to exceed thirty days. (Ord. 96-09 § 1 (part))

10.20.050 Penalties.

The penalty for violations of this chapter shall be as reflected in the fine schedule set forth in this section. Court appearance is optional upon citation for a violation of those sections of this chapter that appear in the fine schedule set out in Section 1.08.030 and as reflected in the fine schedule set forth in this section.

| <u>Code</u> | OFFENSE DESCRIPTION | <u>Court</u> | Penalty/Fine |
|----------------|---|-------------------|--------------|
| <u>Section</u> | | Appearance | |
| 10.20.030 | Use and parking of recreational vehicles outside of a recreational vehicle park | <u>Optional</u> | <u>\$300</u> |
| 10.20.040 | Tent camping prohibited | <u>Optional</u> | <u>\$150</u> |

10.20.070 Other requirements for tent camping in public areas.

- A. Tenters shall maintain and keep the tent area:
- 1. In a clean, orderly and sanitary condition at all times; and
- 2. Free of any hazard or condition which could affect the health and safety of the occupants or the general public; and
- 3. Free of refuse while camping and all refuse must be disposed of before leaving the camping area; and
- 4. Free of conditions which could tend to attract, harbor or breed insects, pests or wildlife.
- B. The following shall not be permitted:
- 1. Tents that do not fall within the definition of "tent" as set forth in Section 10.20.020(D). Types of shelters or structures that are not permitted include, but are not limited to, those that are not portable or collapsible and those not made of canvas or nylon or comparable

material. Shelters or structures made of wood, cardboard, visqueen or porous materials are expressly prohibited.

2. Tenters are prohibited from bringing dogs into or keeping dogs in any tent

Section 2: This ordinance shall take effect immediately following adoption by the Valdez City Council.

campground posted off limits to dogs by order of the city manager. (Ord. 96-09 § 1 (part))

Brena, Bell, & Walker, P.C.



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: RES 25-0018, Version: 1

ITEM TITLE:

#25-16 - Waiving the Solid Waste Fees for Certain Items During the 2025 Community Clean-up **Event**

SUBMITTED BY: John Witte, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Resolution.

SUMMARY STATEMENT:

The City of Valdez traditionally waves fees for up to ten (10) cubic yards of residential debris at the Demolition and Construction Debris Pit during the community clean-up event, encouraging citizens to clean up their properties and dispose of trash properly.

The proposed timeframe from May 17th, 2025, through May 24th, 2025, aims to provide access to trash after snow melts and accommodate those with shift work schedules.

CITY OF VALDEZ, ALASKA

RESOLUTION # 25-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, WAIVING THE SOLID WASTE FEES FOR CERTAIN ITEMS DURING THE ANNUAL COMMUNITY CLEAN-UP EVENT

WHEREAS, the annual community clean-up event will be held from May 17th through May 24th, 2025; and

WHEREAS, the City of Valdez encourages citizens to participate in this event, which will help clean and beautify our community; and

WHEREAS, Resolution #16-9 established fees for the disposal of non-wood and clean wood materials destined for the construction and demolition waste pit; and

WHEREAS, waiving the fees for the disposal of these items from May 17th through May 24th, 2025, will allow and encourage citizens to clean up their property and enhance the beauty of Valdez.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

The fees for the disposal of up to 10 (ten) cubic yards of non-wood and clean wood in the construction and demolition pit shall be waived from May 17th through May 24th, 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 15th day of April, 2025.

| | CITY OF VALDEZ, ALASKA |
|----------------------------------|----------------------------|
| | Austin Love, Mayor Pro Tem |
| ATTEST: | |
| Sheri L. Pierce, MMC, City Clerk | |



City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: RES 25-0019, Version: 1

ITEM TITLE:

#25-17 - Authorizing the Execution of a Cooperative Participation Agreement Among Alaska Municipalities and School Districts Creating Alaska Public Risk Alliance (APRA)

SUBMITTED BY: Jordan Nelson, Finance Director

FISCAL NOTES:

Expenditure Required: none

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

The attached resolution and Cooperative Participation Agreement ("CPA") formalize the City's and School District's participation in the Alaska Public Risk Alliance (APRA) insurance pool, pursuant to AS 21.76.

Historically, the City and School District have bound coverage through Alaska Municipal League Joint Insurance Agency (AMLJIA) and Alaska Public Entity Insurance (APEI). Respective boards of AMLJIA and APEI have voted to merge and create APRA.

The City and School District will continue to utilize a broker to ensure coverage available through the risk pool are in line with broader market and private insurance options.

The agreement has been reviewed and approved by legal



COOPERATIVE PARTICIPATION AGREEMENT July 1, 2025

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COOPERATIVE PARTICIPATION AGREEMENT

Preamble

THIS AGREEMENT is made and entered into in the State of Alaska by and among those municipalities and their public corporations, city and borough school districts, and regional education attendance areas organized and existing under the Constitution or laws of the State of Alaska, which have signed this Agreement. Parties signing this Agreement are collectively referred to in this Agreement as "Members" and individually as "Member."

WHEREAS, AS 21.76.010 provides that two or more local governmental entities may enter into Cooperative Agreements for the purpose of establishing joint insurance arrangements; and

WHEREAS, each of the parties to this Agreement desires to join with the other parties to form a Joint Insurance Arrangement (JIA) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

The following definitions will apply to the provisions of the Agreement:

- "Administrator" means the person appointed by the Board of Directors, or as otherwise provided in the Bylaws, to serve as chief executive officer of the Alliance.
- "Alliance" means Alaska Public Risk Alliance, a joint insurance arrangement and a nonprofit corporation organized under the laws of the State of Alaska.
- "Board of Directors" or "Board" means the governing body of the Alliance.
- "Bylaws" means those bylaws of the Alliance that are adopted by the Alliance's Board of Directors, and as duly amended thereafter. The bylaws, including without limitation all definitions they contain, are incorporated into this Agreement by this reference.

- "Claim" means a demand made against the Alliance arising out of an occurrence that is within the scope of coverage of the Alliance's joint insurance arrangement as developed by the Board.
- "Claim Reserves" means the total funds set aside for the purpose of adjusting and paying members' claims, which have been certified as adequate by a Casualty Actuary who is a member of the American Academy of Actuaries.
- "Economic Capital" means the amount of funds required to support pool operations and protect the Alliance from such events as unexpectedly high losses or poor investment performance.
- "Fiscal Year" means that period of twelve months that is established as the fiscal year of the Alliance.
- "Insurance" means and includes self-insurance through a funded program and/or any commercial insurance contract. This joint insurance arrangement will not be considered insurance for any other purpose, pursuant to AS 21.76.020(a).
- "Joint Insurance Fund" has the meaning ascribed to that term in AS 21.76.900.
- "Reinsurance" or "Excess Insurance" means insurance coverage purchased by the Alliance
 to protect the funds of the Alliance against catastrophes or an unusual frequency of losses
 during a single year.
- "Unallocated Capital" means funds held by the Alliance in amounts greater than the amounts required for Claim Reserves and Economic Capital.

2. Purposes

This Agreement is entered into by the Members to provide comprehensive and effective coverage and risk management services, as authorized by AS 21.76, with the objective of reducing the amount and frequency of Members' losses and decreasing the cost of claims incurred by Members.

As provided by Section 21.76 of the Alaska Statutes, pooling of losses in this program is not considered insurance.

3. Parties to Agreement

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories to this Agreement as well as other parties that may later be added to and become signatories of this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement will not affect this Agreement or such party's intent as described above with the other parties to the Agreement then remaining. A roster of parties to the Agreement is available on request.

4. Term of Agreement

This Agreement will become effective on the date coverage commences for the Members. The Agreement will continue in effect unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this Agreement and the Alliance Bylaws.

5. Powers of the Alliance

The Alliance will have the powers necessary to administer this joint insurance arrangement pursuant to AS 21.76.030(2) and AS 21.76.900(2) as amended, replaced or updated. The Alliance, and to the extent delegated by the Board of Directors the Administrator, are authorized to perform all acts necessary for the exercise of said powers pursuant to the terms hereof and in the manner provided by law, including, but not limited to, any or all the following:

- to make and enter into contracts;
- to incur debts, liabilities, or obligations;
- to acquire, hold and dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities in the name of the Alliance;
- to sue and be sued in the name of the Alliance;
- to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law; and
- all other and further powers that may be authorized by the Articles of Incorporation Bylaws, and any other corporate governance documents of the Alliance, and as permitted or not otherwise prohibited by law.

6. Establishment and Administration of the Joint Insurance Fund

The Alliance establishes a Joint Insurance Fund as described in AS Sec. 21.76.080 and will administer it as provided by law.

7. Board of Directors

The Alliance will be governed by the Board of Directors, which is hereby established, and which will be composed of 12 Directors according to the Bylaws. Each member of the Board will have one vote. A list of the names of the Board of Directors of the Alliance is available on request.

8. Powers of the Board of Directors

The Board of Directors of the Alliance will have the powers and duties set out in the Bylaws and other powers and functions as are provided for in this Agreement or in law including, but not limited to, the power to authorize contracts in accordance with AS 21.76 upon such terms and conditions as the Board deems appropriate, and to adopt rules for the fair and equitable administration of the Alliance and the Joint Insurance Fund.

9. Coverage Provided

The Alliance may provide any kind of coverage for Members required by law or regulation or as the Board will determine, and not otherwise prohibited under AS 21.76.010(b). All applicable coverage memoranda or policy forms, as they may be adopted and amended from time to time by action of the Board, are incorporated herein by this reference.

10. Claim Reserves and Capital

The Alliance will set aside funds in sufficient amounts to (1) pay all incurred claims, and (2) provide the capital necessary to support pool operations and protect the Alliance against unexpected events. These Claim Reserves and Economic Capital amounts will be determined by a Casualty Actuary who is a member of the American Academy of Actuaries. The Economic Capital will be based on a target funding level determined by the Board and is intended to protect the Alliance at a high level of confidence.

Funds that exceed the Claim Reserves and Economic Capital amount are Unallocated Capital and may be allotted by the Board to purposes that further the objectives of the Alliance. Such purposes include, but are not limited to, increasing the funds held as Economic Capital, adjusting Member contributions, and refunding amounts to eligible Members.

Any contribution adjustments or refunds will be based upon a formula that considers, but is not limited to, a Member's participation in the Alliance; its loss and risk factors; and the financial needs of the Alliance.

11. Accounts and Records

Annual Budget. The Board will annually adopt an operating budget.

<u>Funds and Accounts</u>. The Administrator will establish and maintain such funds and accounts as may be required by applicable law or regulation or generally accepted accounting practices. Financial books and records of the joint insurance arrangement will be in the hands of the Administrator and will be open to inspection at all reasonable times by representatives of the Members.

<u>Alliance Report</u>. The Board will provide for an annual independent audit of the accounts and records of the joint insurance arrangement. This audit will conform to generally accepted auditing standards, and will include a determination, by a casualty actuary who is a member of the American Academy of Actuaries, that methodologies for establishing reserves for losses are actuarially sound, and that the reserve level is adequate. By October 1 of each year, a report of the financial condition of the Joint Insurance Arrangement, certified by a certified public accountant, will be filed as a public record with the Legislative Budget and Audit Committee and the Director of the Division of Insurance, as required by AS 21.76.020(b), and made available to each Member.

12. Responsibility for Funds

The Administrator of the Alliance will have the custody of and disburse the joint insurance arrangement's funds in accordance with this Agreement and Board policy. The Administrator may periodically approve other authorized signatories.

The Alliance will provide all officers and employees authorized to disburse Alliance funds with a fidelity bond or comparable instrument in an amount set by the Board, but not less than \$1,000,000.

13. Method of Apportioning Costs

The revenue required by the Alliance to carry out its functions on behalf of Members is established annually by the Board and apportioned among Members though determination of each Member's contributions.

Each Member's contributions will be determined by the Administrator, taking into consideration factors including but not limited to:

- The Member's exposures to risk, such as property location and values, employee classifications and payroll, vehicles, and services provided.
- The Member's loss history, including claim frequency and severity.
- The Member's efforts to identify and mitigate risk through loss control activities.
- The amount of the Member's self-insured retention or deductibles.
- The cost of insurance, reinsurance, excess insurance, or other coverages purchased for or on behalf of Members.
- Any adjustments based on exposure audit provisions in insurance policies or coverage obtained pursuant to this Agreement.

14. Additional Contributions

In the unlikely event that the Board determines that the combined amount of Economic Capital and Unallocated Capital is or is expected to become insufficient to effectively carry out the provisions of this Agreement, the Board may vote to assess additional contributions relating to one or more fiscal years that may apply to Members that are currently, or were formerly, parties to this Agreement

A decision by the Board to assess additional contributions will not take effect unless and until it is ratified at an annual or special meeting by two-thirds of the current Members. At least 30 days prior to that Member meeting, the Administrator will provide to each Member a document describing (1) the Board's rationale for levying the additional contributions, (2) the formula it will use to allocate the additional contributions among Members, and (3) when Members must pay the additional contributions levied.

15. Establishing and Promoting an Aggressive Risk Management Program

The Administrator will:

- Assist each Member in identifying and reducing risks.
- Provide loss prevention services to Members as needed, including, as appropriate and available, training, inspections, and consulting services.
- Provide loss information to assist each Member in carrying out its claims management and loss control program.
- Provide to Members, as needed and feasible, a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- Undertake all other responsibilities deemed necessary by the Board to carry out the purposes of this Agreement.

16. Members' Responsibilities

Each Member of the Alliance has responsibilities to its fellow Members, and to the Alliance as a whole. Members will in all ways cooperate with and assist the Alliance, and any insurer providing coverage to the Alliance, in all matters relating to this Agreement, and will comply with all Bylaws, rules, regulations, and policies adopted by the Board.

Each Member further agrees to:

• Appoint a representative to the Alliance as provided in the Bylaws.

- Comply with recommendations of the Alliance concerning the development and implementation of a loss control program.
- Undertake efforts to mitigate losses, including the prompt reporting of claims or potential
 claims to the Alliance, and to fully cooperate with the Alliance and any insurer providing
 coverage to the Alliance or its Members in the adjustment of claims.

17. Member Payments

Each Member will pay its contribution promptly when due. The contribution constitutes the Member's financial obligation to the joint insurance arrangement for the coverage period, which may be adjusted by subsequent audit of the Member's exposures or risks, and any additional contributions levied as provided in Section 14 or Section 25 of this Agreement.

The Administrator may impose a finance charge on any account balances that are more than 30 days past due and may, following 30 days' written notice to the Member, cancel a Member's coverage pursuant to applicable law if a contribution for coverage or any insurance policy obtained through this Agreement for that Member remains unpaid.

Cancellation of coverage under this section will not relieve a Member of its financial obligations to the Alliance.

18. New Members

Additional Members may be permitted, at the discretion of the Administrator and after completing an application process established by the Board, to become signatories of this Agreement or a similar agreement.

19. Member Withdrawal

A Member may withdraw as a party to this Agreement pursuant to the requirements of this Section:

- Withdrawing Members must give written notice of intent to withdraw at least 180 days prior to the expiration of coverage.
- A Member that fails to renew its coverage without giving the required 180 days' written notice to the Administrator will be responsible for a penalty equal to 20 percent of its total annual contribution for the most recent coverage year.
- A Member that withdraws during a coverage period, or has its coverage canceled by the Administrator for failure to pay the required contribution, will be responsible for a penalty equal to 20 percent of the total annual contribution for the Member for the current coverage year.

• A member may request a waiver of the penalty imposed under this section by submitting the request in writing to the Administrator. The Board must approve any penalty waivers.

Withdrawal from this Agreement under this section will not relieve a Member of any other financial obligations to the Alliance. The withdrawal of any Member from this Agreement will not terminate the Agreement.

20. Claims Administration and Payment of Losses

- Each Member will give prompt notice of any claims to the Alliance. The Member will
 communicate directly with the Alliance and not through third parties unless agreed to by
 the Administrator. Failure to give prompt notice of claims will result in a limitation of
 coverage and penalties as provided in the relevant coverage memorandum.
- Except in circumstances where coverage is provided by an insurance carrier, the
 Administrator will investigate all claims against the Member and will attempt to adjust or
 settle such claims. The Member agrees to provide and make available to the Administrator
 all information and all personnel as may be reasonably required to fully investigate and
 defend each claim.
- Subject to the provisions of this Agreement and all applicable coverage agreements or
 policies, legal counsel selected by the Alliance will defend claims against the Member. A
 Member will have the right to hire, at its own expense, its own co-counsel to work with
 defense counsel employed by the Alliance.
- The Administrator will pay adjudicated claims according to the provisions of this Agreement and all applicable coverage memoranda or policies.
- In the event the Administrator determines it is advisable to settle a claim, the Member, except as provided in the applicable coverage memorandum, will accept the Administrator's recommendation and judgment and enter into such settlements as the Administrator determines to be appropriate.
- With the express written permission of the Alliance, a Member with a self-insured retention may be permitted to administer, defend and adjust claims within its own self-insured retention, in a manner consistent with the Member's coverage memoranda and Alliance-approved policies and procedures. Such written permission does not relieve the Member from notice requirements as defined in this Agreement or in the applicable coverage memorandum. Once the self-insured retention is reached, all outstanding defense and adjustment of the claim will be handled by the Alliance pursuant to the paragraphs above.

Written permission notwithstanding, the Alliance, in its sole judgment and discretion, retains the right to take over handling of claims below the Member's self-insured retention.

21. Coverage Determination and Appeal

It will be the duty and responsibility of the Administrator to make the initial determination regarding rights to coverage protections provided under the joint insurance arrangement. This responsibility is limited to amounts of coverage provided by or retained by the Alliance, including amounts within self-insured retentions or deductibles, and amounts where the Alliance is designated as the "Company" or "Insurer" under the applicable policy or coverage memorandum.

The Administrator or designee will timely notify the Member of the determination in writing, advising the Member whether or to what extent the Alliance:

- Is accepting or denying coverage;
- Will defend the claim and/or indemnify the Member; and
- Is reserving any rights to make any subsequent determinations regarding coverage.

A Member that disagrees with a decision by the Administrator to deny coverage may appeal the decision to the Board. The Board will promulgate rules and procedures for the appeal process.

Notwithstanding the foregoing, a Member has the right to petition the Administrator and pursue an appeal with the Board to request the Alliance's assistance in pursuing coverage placed by the Alliance with an insurance carrier.

22. Exhaustion of Policy Limits

It is understood and agreed that in the event of a covered loss or accumulation of covered losses affecting multiple Members whereby the amount of loss exceeds the limits of the coverage memorandum or policy, the payments to individual Members will be made on a proportional basis. This proportion will be determined as the ratio of the total limits available divided by the total amount of the loss.

This provision applies to exhaustion of limits on a per occurrence or an annual aggregate basis as appropriate.

23. Liabilities of the Alliance

Pursuant to Alaska law, the debts, liabilities, and obligations of the Alliance will not constitute debts, liabilities, or obligations of any Members, except as expressly set forth in this Agreement. The debts, liabilities and obligations of the Alliance will not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, committees or Administrator.

24. Member Liability

Members will not be assessed for costs or expenses in excess of their contribution payment, except as provided in Section 14 or in Section 25 of this Agreement.

25. Termination and Dissolution

This Agreement may be terminated if the Board of Directors, by a two-thirds vote of the Directors, adopts a resolution recommending the Alliance be dissolved and this Agreement be terminated.

- The question of the dissolution and termination will be submitted to a vote at a meeting
 of Members entitled to vote, which may be either an annual or special meeting. A
 resolution to dissolve the Alliance and to terminate this Agreement will be adopted upon
 receiving at least two-thirds of the votes which Members present at the meeting are
 entitled to cast.
 - If there are no Members, or no Members entitled to vote present, the adopted resolution of the Board to dissolve the Alliance and terminate this Agreement will take effect.
- In the event dissolution and termination is approved, this Agreement and the Alliance will continue to exist solely for the purpose of disposing of all liabilities, distribution of assets, and all other functions necessary to close out the affairs of the Alliance. The Board is vested with all powers of the Alliance for the purpose of dissolving affairs of the Alliance.
- Upon dissolution and termination, and following the payment of, or provision for, all debts, claims, and liabilities, all remaining assets and liabilities of the Alliance will be distributed among the Members based on a formula and timing approved by the Board.

26. Merger or Consolidation

After completion of an analysis of the Alliance's liabilities and assets by a casualty actuary who is a member of the American Academy of Actuaries, and any other analysis that the Board considers appropriate, the Board may elect to merge or consolidate assets and liabilities of the Alliance with those of another substantially similar organization for the purposes of providing ongoing coverage and risk management for the Members. The Board may, but is not obligated to, approve a distribution of assets among Members as part of the merger or consolidation. Such a merger or consolidation will be made consistent with the requirements in AS 10.20 and will not constitute a termination of the Agreement as described herein.

27. Notices

Notices to Members hereunder will be sufficient if mailed to the address listed on the most recent application form of the respective Members. A Member may change such address or other contact information by providing written notice (which will include notice by fax or email) of such change to the Alliance.

28. Amendment

This Agreement may be amended at any time by the written approval of a majority of the Members signatory to it, or by the Board of Directors of the Alliance following 30 days' written notice to the Members of the proposed change(s). Any amendment to this Agreement will be effective on the subsequent July 1 unless another effective date is otherwise stated therein.

29. Prohibition Against Assignment

No Members may assign any right, claim, or interest it may have under this Agreement and no creditor, assignee, or third-party beneficiary of any Member will have any right, claim or title to any part, share, interest, fund, premium, contribution, or asset of the Alliance.

30. Agreement Complete

This Agreement, along with any exhibits hereto and documents incorporated by reference herein, constitute the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

31. Governing Law

This Agreement will be interpreted according to the laws of the State of Alaska. A suit brought relating to any dispute hereunder or related hereto will be filed in the Superior Court of Alaska in Anchorage or Juneau, and in no other place.

32. Construction of Contract

Separate agreements will be executed by each Member and all such agreements will be construed as a single collective contract.

33. Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, the remainder of this Agreement will remain valid and enforceable.

34. Conformity to Statute

In the event any term or provision of this Agreement is found to be in conflict with the laws, regulation, or applicable statutes of the State of Alaska, such term or provision will be construed so as to conform to such statutes or laws.

35. Signatures

The parties hereto, acting through properly authorized officials, hereby execute this Agreement, effective July 1, 2025.

| Member: | |
|---|---|
| Member Name: | |
| Signature: | |
| Printed Name: | |
| Title: | |
| Date signed: | |
| Alaska Public Risk All Arrangement Signature: | iance, as Administrator for the Joint Insurance |
| Printed Name: | |
| Title: | |
| Date signed: | |
| EXHIBIT 1: List of Members | |
| EXHIBIT 2: Board of Directors of A | APRA |

Exhibit 1

APRA MEMBER ROSTER

The following public entities are considered to be Members of the Alaska Public Risk Alliance:

- 1. City of Adak Water & Sewer Project
- 2. City of Adak
- 3. City of Akhiok
- City of Akutan
- 5. City of Alakanuk VSW Project
- 6. City of Alakanuk
- 7. Alaska Gateway School District
- 8. City of Aleknagik
- 9. Aleutians East Borough
- 10. Aleutians East Borough School District
- 11. City of Ambler Public Health Facilities Project
- 12. City of Ambler Infrastructure Improvement Project
- 13. City of Anaktuvuk Pass
- 14. Anchorage Community Development
 Authority, Easy Park and 716 W 4th Ave, LLC
- 15. City of Anderson
- 16. City of Angoon
- 17. City of Anvik
- 18. City of Atka
- 19. City of Atgasuk
- 20. City of Bettles
- 21. City of Buckland
- 22. Bristol Bay Borough School District
- 23. City of Chefornak Water Sewer Project
- 24. City of Chefornak
- 25. City of Chevak
- 26. City of Chignik
- 27. City of Kasaan

- 28. City of Thorne Bay
- 29. City of Clark's Point
- 30. City of Coffman Cove
- 31. City of Cold Bay
- 32. Denali Borough
- 33. Dillingham City School District
- 34. City of Diomede CDP
- 35. Diomede Joint Utility
- 36. City of Diomede
- City of Eagle
- 38. City of Eek
- 39. City of Egegik
- 40. City of Ekwok
- 41. City of Emmonak Water Sewer Project
- 42. City of Emmonak
- 43. City of Fairbanks
- 44. City of False Pass
- 45. City of Fort Yukon
- 46. Frontier Charter School
- 47. Galena City School District
- 48. City of Galena
- 49. City of Gambell
- 50. City of Golovin CDP
- 51. City of Golovin
- 52. Goodnews Bay Water & Sewer Project
- 53. City of Grayling Public Health Facilities Project
- 54. Haines Borough School District
- 55. City of Holy Cross
- 56. City of Homer

- 57. Hoonah City School District
- 58. City of Hoonah
- 59. City of Hooper Bay Water & Sewer Project
- 60. City of Hooper Bay
- 61. City of Houston
- 62. City of Hughes
- 63. City of Huslia
- 64. Ilisagvik College and Ilisagvik College Foundation
- 65. Ipnatchiaq Electric Company
- 66. City of Kachemak
- 67. City of Kake
- 68. City of Kaktovik
- 69. City of Kaltag
- 70. City of Kaltag Public Health Facilities Project
- 71. Kenai Peninsula Borough
- 72. Kenai Peninsula Borough School District
- 73. City of Kenai
- 74. City of Kiana Public Health Facility Project
- 75. City of Kiana
- 76. City of King Cove
- 77. Kodiak Island Borough
- 78. Kodiak Island Borough School District
- 79. City of Kodiak
- 80. City of Kotlik Public Health Facilities Project
- 81. City of Kotlik
- 82. City of Kotzebue
- 83. City of Koyuk Public Health Facilities Project
- 84. City of Koyuk
- 85. City of Koyukuk
- 86. Lake and Peninsula Borough
- 87. City of Larsen Bay
- 88. City of Manokotak VSW Project
- 89. City of Manokotak
- 90. City of McGrath VSW Project

- 91. City of McGrath
- 92. City of Mekoryuk
- 93. City of Mountain Village Water Sewer Project
- 94. City of Mountain Village
- 95. Napakiak Managed Retreat Project
- 96. City of Napakiak Water Sewer Project
- 97. City of Napakiak
- 98. City of Napaskiak
- 99. Nenana City Public Schools
- 100. City of Nenana
- City of New Stuyahok Public Health Facilities Project
- 102. City of New Stuyahok
- 103. City of Newhalen
- 104. City of Nightmute VSW Project
- 105. City of Nightmute
- 106. City of Nikolai
- 107. Nome Public Schools
- 108. City of Nome
- 109. City of Noorvik
- 110. City of North Pole
- 111. North Slope Borough School District
- 112. Northwest Arctic Borough
- 113. City of Nuiqsut
- 114. City of Nulato
- 115. City of Nunam Iqua
- 116. City of Nunapitchuk Water Sewer Project
- 117. City of Nunapitchuk
- 118. City of Old Harbor Tank Farm
- 119. City of Old Harbor
- 120. City of Ouzinkie Public Health Facilities Project
- 121. City of Ouzinkie
- 122. Pelican City School District
- 123. City of Pelican Water Sewer Project

- 124. City of Pelican
- 125. Pilot Point Electrical
- 126. City of Pilot Point
- 127. City of Pilot Station
- 128. City of Platinum
- 129. City of Point Hope
- 130. City of Port Alexander
- 131. City of Port Heiden
- 132. City of Port Lions
- 133. Pribilof Montessori School
- 134. Pribilof School District
- 135. City of Quinhagak VSW Project
- 136. City of Quinhagak
- 137. City of Ruby and Ruby Electric
- 138. City of Russian Mission Gaming
- 139. City of Russian Mission
- 140. City of Saint George
- 141. City of Saint Mary's
- 142. City of Sand Point
- 143. City of Savoonga CDP
- 144. City of Savoonga
- 145. City of Saxman
- 146. City of Scammon Bay
- 147. City of Seldovia Water Sewer Project
- 148. City of Seldovia
- 149. City of Seward
- 150. City of Shaktoolik CDP
- 151. City of Shaktoolik Wind Energy Recovery Project
- 152. City of Shaktoolik VSW Project
- 153. City of Shaktoolik
- 154. City of Shishmaref CDP
- 155. City of Shishmaref Public Health Facilities Project
- 156. City of Shishmaref

- 157. City of Shungnak
- 158. City of Soldotna
- 159. Southeast Island School District
- 160. City of Tanana
- 161. City of Teller VSW Project
- 162. City of Teller
- 163. City of Tenakee Springs
- 164. City of Thorne Bay VSW Project
- 165. City of Togiak
- 166. City of Toksook Bay
- 167. City of Unalakleet VSW Project
- 168. City of Unalakleet
- 169. City of Upper Kalskag
- 170. City of Utgiagvik
- 171. Valdez City School District
- 172. City of Valdez
- 173. City of Wainwright
- 174. City of Wales Water Sewer Project
- 175. City of Wales
- 176. City of White Mountain
- 177. City of Yakutat Public Health Facilities
 Project
- 178. Yakutat School District
- 179. City and Borough of Yakutat
- 180. Yukon Flats School District
- 181. Yukon-Koyukuk School District
- 182. Alaska Association of Conservation Districts
- 183. Alaska Native Cultural Charter School
- 184. Aleutian Region School District
- 185. Anchorage Stream Academy Charter School
- 186. City of Aniak
- 187. Annette Island School District
- 188. Aquarian Charter School
- 189. Bering Strait School District
- 190. City of Bethel

- 191. Boreal Sun Charter School
- 192. Bristol Bay Borough
- 193. Chatham School District
- 194. Chinook Montessori Charter School
- 195. Chugach School District
- 196. Chugiak Volunteer Fire and Rescue Company, Inc.
- 197. Copper River School District
- 198. Cordova Community Medical Center
- 199. Cordova School District
- 200. City of Cordova
- 201. Craig City School District
- 202. City of Craig
- 203. City of Delta Junction
- 204. Delta/Greely School District
- 205. Denali Borough School District
- 206. City of Dillingham
- 207. Discovery Peak Charter School
- 208. Eagle Academy Charter School
- 209. City of Edna Bay
- 210. Effie Kokrine Charter School
- 211. Girdwood Fire & Rescue, Inc.
- 212. City of Gustavus
- 213. Haines Borough
- 214. Highland Academy Charter School
- 215. Hydaburg City School District
- 216. City of Hydaburg
- 217. Iditarod Area School District
- 218. Kake City School District
- 219. Kashunamiut School District
- 220. Ketchikan Gateway Borough
- 221. Ketchikan Gateway Borough School District
- 222. City of Ketchikan
- 223. Klawock City School District
- 224. City of Klawock

- 225. Knik Cultural School
- 226. City of Kupreanof
- 227. Kuspuk School District
- 228. Lake & Peninsula School District
- 229. Lower Kuskokwim School District
- 230. Lower Yukon School District
- 231. Northwest Arctic Borough School District
- 232. City of Palmer
- 233. Petersburg Borough
- 234. Petersburg Medical Center
- 235. Petersburg School District
- 236. Rilke Schule German School of Arts & Sciences
- 237. Sitka School District
- 238. City and Borough of Sitka
- 239. Skagway School District
- 240. Municipality of Skagway
- 241. Southwest Region School District
- 242. City of Saint Paul
- 243. St. Mary's School District
- 244. Unalaska City School District
- 245. City of Unalaska
- 246. City of Wasilla
- 247. Watershed Charter School
- 248. City of Whale Pass
- 249. City of Whittier
- 250. Winterberry Charter School
- 251. Wrangell Public Schools
- 252. City & Borough of Wrangell
- 253. Yupiit School District

Exhibit 2

MEMBERS OF THE APRA BOARD OF DIRECTORS

The following are the members of the board of directors of the Alaska Public Risk Alliance

Branzon Anania Kuspuk School District

Kristin Erchinger City of Whittier

Dennis Gray, Jr. City of Hoonah

Melissa Haley City and Borough of Sitka

Bryant Hammond City of Nome

Brandi Harbaugh Kenai Peninsula Borough
Alex Russin Cordova School District

Mark Vink Bering Strait School District

Joe Evans At Large

Brad Thompson At Large

Nils Andreassen Alaska Municipal League

Lon Garrison Alaska Association of School Boards

CITY OF VALDEZ, ALASKA

RESOLUTION #25-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE EXECUTION OF A COOPERATIVE PARTICIPATION AGREEMENT AMONG ALASKA MUNICIPALITIES AND SCHOOL DISTRICTS CREATING ALASKA PUBLIC RISK ALLIANCE (APRA).

WHEREAS, pursuant to Resolution #17-28 the City of Valdez has been a member of the Alaska Municipal League Joint Insurance Association (AMLJIA) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms through a Joint Insurance Arrangement; and

WHEREAS, the members of the Alaska Municipal League Joint Insurance Association (AMLJIA) and Alaska Public Entity Insurance (APEI) have voted to merge these organizations, effective on or about July 1, 2025, to form the Alaska Public Risk Alliance (APRA), a nonprofit corporation in the State of Alaska, and establish a Joint Insurance Arrangement for eligible municipalities and their public corporations, city and borough school districts, and regional education attendance areas in the State of Alaska; and

WHEREAS, the City of Valdez wishes to participate in the Joint Insurance Arrangement established by APRA.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

<u>Section 1:</u> the City of Valdez agrees to enter into a Cooperative Participation Agreement (hereinafter the "Agreement") with other Alaska municipalities, school districts and regional education attendance areas and to assume the duties and responsibilities as described in the Agreement. A copy of the Agreement, which may be amended from time to time, is attached hereto and incorporated by reference.

<u>Section 2:</u> The City of Valdez and City of Valdez School District's participation in the APRA will commence on July 1, 2025, and will continue in effect unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this Agreement and the APRA Bylaws.

City of Valdez Resolution #25-17 Page 2

<u>Section 3:</u> This resolution shall be effective upon enactment.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this $15^{\rm TH}$ day of April 2025.

| | CITY OF VALDEZ, ALASKA |
|----------------------------------|--------------------------------|
| | Austin Love, Mayor Pro Tempore |
| ATTEST: | |
| Sheri L. Pierce, MMC, City Clerk | |



City of Valdez

Legislation Text

File #: 25-0141, Version: 1

ITEM TITLE:

Auction Report: 2008 Ford F150

SUBMITTED BY: John Witte, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file the auction results for the 2008 Ford F150.

SUMMARY STATEMENT:

The 2008 Ford F150 was auctioned in accordance with Valdez Municipal City Code 4.06.020. The vehicle was sold for \$2,975.00, with a fair market value set at \$5,636.00. and a reserve set at \$2,818.00. The proceeds from this sale will be utilized in accordance with the City's budgeting processes.



Establishing Fair Market Value for Items to be Sold on GovDeals.com

Item to be sold: 2008 Ford F150 Extended Cab

Description of item with a list of any damages or issues:

- The Check Engine Light is on.
- The odometer is blank.
- Extensive wear and tear.

Date taken out of service: 2/27/2025

Date of Purchase: 2008

Original Purchase Price: Unknown

Estimation of Fair Market Value: \$5,636.00 (Kelley Bluebook Valuation)

Department Director: _

Date: 2/27/2025

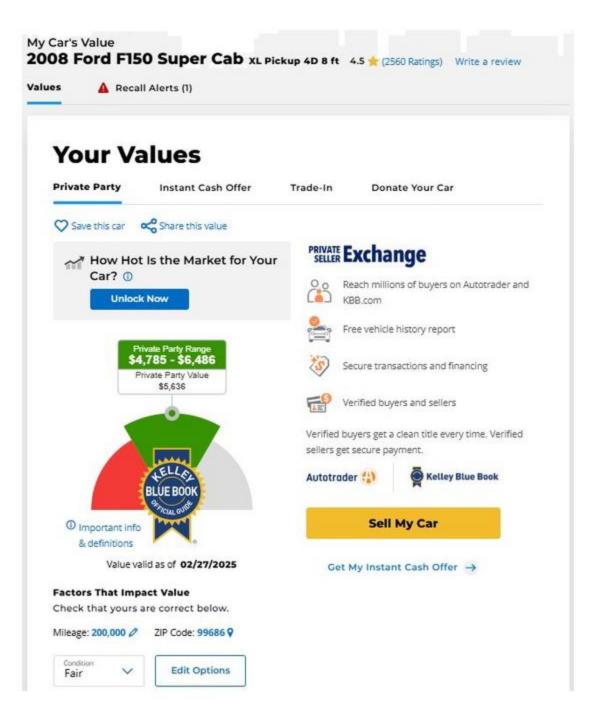
Fair Market Value Established by the City Manager: \$5,636.00 / Reserve \$2,818.00

City Manager:

John Douglas

Date:

Include pictures with this form for the City Manager.









City of Valdez

Legislation Text

File #: 25-0142, Version: 1

ITEM TITLE:

Monthly Treasury Report: February 2025

SUBMITTED BY: Casey Dschaak, Budget and Financial Analyst

FISCAL NOTES:

Expenditure Required: n/a Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per Municipal Code

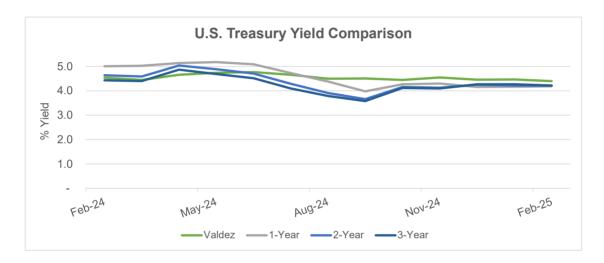


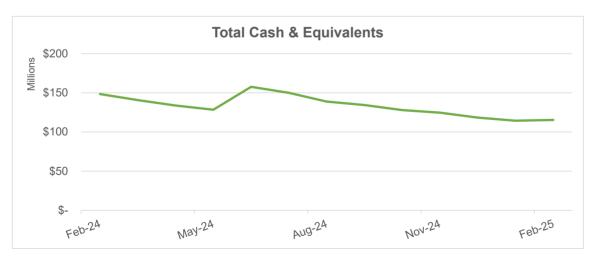


OF VALDEZ,

Prepared By: Casey Dschaak, Financial Analyst

| OPTUNITIES IN EVERY SEAT | | Begin | | End | | |
|--------------------------|-------------|-----------------------|------------|----------------|----------------|---------|
| WITIES IN EVERY | | Balance <u>Debits</u> | | <u>Credits</u> | <u>Balance</u> | Yield N |
| Central Treasury | | 114,378,488 | 18,253,467 | (17,236,698) | 115,395,257 | 4.40% |
| Central Treasury | Principal | 85,253,610 | 826,467 | - | 86,080,076 | 4.55% |
| Money Market | Wells Fargo | 13,914,152 | 790,836 | (340,000) | 14,364,988 | 4.29% |
| SLG Account | USB | 15,745,828 | 55,062 | - | 15,800,890 | 3.31% |
| Checking | Wells Fargo | (215,889) | 10,342,034 | (10,268,603) | (142,458) | 0.00% |
| Payroll | Wells Fargo | (993,471) | 1,594,597 | (1,935,356) | (1,334,230) | 0.00% |
| Sweep | Wells Fargo | 674,259 | 4,644,471 | (4,692,739) | 625,990 | 4.29% |
| Restricted | | 4,801 | 3 | - | 4,804 | 0.78% |
| Police | Wells Fargo | 4,801 | 3 | - | 4,804 | 0.78% |
| Total | | 114,383,289 | 18,253,469 | (17,236,698) | 115,400,061 | 4.40% |
| | | | | | | |







City of Valdez

212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0143, Version: 1

ITEM TITLE:

Procurement Report: Contract with Digitize for Emergency Self-Monitoring in the Amount of

\$67,940.00.

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$67,940.00 Unencumbered Balance: N/A

Funding Source: 350-0310-55000.2014

RECOMMENDATION:

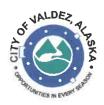
Receive and File.

SUMMARY STATEMENT:

Digitize will change the IP and cellular dialers on all fire alarm panels and security alarms to send the monitored signal directly to City of Valdez Police Dispatch in lieu of third parties for emergency monitoring.

The scope of work is further described in the attached contract dated March 28, 2025.

This report is filed per City Procurement Code 2.80.040 (procurement).



City of Valdez Agreement for Professional Services

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and DIGITIZE ("Consultant") is effective on the day of _______, 2025.

All work under this agreement shall be referred to by the following:

Project: Emergency Self-Monitoring Contract No.: 2339 Cost Code: 350-0310-55000.2014

Consultant's project manager under this agreement is Andrew Erickson.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Stanely Porritt.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. Compensation

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference in an amount not to exceed \$67,940.00.

ARTICLE 3. Period of Performance

- 3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).
- 3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 180 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

Contract No. 2339

Cost Code: 350-0310-55000.2014



ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

| Type of Insurance | Limits of Liability Each Occurrence | Aggregate |
|------------------------------------|-------------------------------------|-------------|
| Workers' Compensation | Statutory | Statutory |
| Employers' General | \$ 100,000 | \$ 300,000 |
| Commercial General Liability* | \$1,000,000 | \$2,000,000 |
| Comprehensive Automobile Liability | \$ 100,000 | \$ 300,000 |

^{*(}including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

| <u>Appendix</u> | <u>Title</u> |
|-----------------|-----------------------|
| A | Scope of Work |
| В | Basis of Compensation |
| C | General Conditions |

Contract No. 2339

Cost Code: 350-0310-55000.2014



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

| DIGITIZE Signed by: Andrew Erickson | CITY OF VALDEZ, ALASKA APPROVED: DocuSigned by: |
|--|---|
| Authorized Signature | Bart Hinkle Interim City Manager |
| Andrew Erickson | John Douglas, City Manager |
| Printed name | _ 2/29/2025 2.02 DM AVDT |
| Date: 3/27/2025 5:07 AM AKDT | Date: 3/28/2025 2:03 PM AKDT |
| Title: _VP Marketing | ATTEST: |
| FEDERAL ID #: 88-2267922 | Sheri L. Pierce, MMC, City Clerky, Market Company |
| 1895 US-46 | Date: 3/28/25.00 |
| Mailing Address | |
| Ledgewood, NJ 07852 | RECOMMENDED: |
| City, State, Zip Code | Nathan Dunal |
| | Nathan Divar, Capital Facilities Director |
| | Date: 3/27/2025 11:40 AM AKDT |
| | |
| Signature of Company Secretary or Attest | APPROVED AS TO FORM: |
| | Brena, Bell & Walker, P.C. |
| Date: | Jw. |
| | Jon S. Wakeland |
| | Date: (3/12/25 |

Contract No. 2339

Cost Code: 350-0310-55000.2014



Appendix A Scope of Work

BASIC SERVICES

Provide all professional services necessary to provide the City of Valdez:

Changing the IP and cellular dialers on all fire alarm panels and security alarms to send the monitored signal directly to City of Valdez Police Dispatch in lieu of third parties for emergency monitoring:

- a. This will include equipment and all labor to install self-monitoring for monitoring of fire alarm systems fire, supervisory and trouble alarms, as well as all security alarms and heat alarms currently in operation.
- b. Existing dialers are expected to be used and are a combination of BOSCH IP dialers, cell phone dialers and copper phone lines.
- c. All receivers, IP receivers and network adapters are to be supplied to communicate with local virtual machine or approved dedicated equipment such as, but not limited to, a Bosh D6100IPv6.
- d. Any programs needed to receive all emergency signals from existing monitoring panels on host PC.
- e. Alarm locations with city networks will provide network access for service. Only buildings without City network will need cellular devices.
- f. Any materials, labor, travel, and lodging required to complete the updates.

Current monitoring is done by traditional phone lines, cell phone dialers and IP dialers. A list of the different buildings and type of dialers is attached.

This project is NOT to be a cloud-based program and all equipment will be housed in the City of Valdez.

Equipment should be BOSH Conettix IP System or equivalent.

The scope of work is more specifically described in the attached proposal dated March 3, 2025 which is incorporated herein by reference. Where any provisions of the attached proposal conflict with the provisions of the General Conditions under Appendix C, the latter shall govern this agreement.

Contract No. 2339

Cost Code: 350-0310-55000.2014



Appendix B Basis of Compensation

On completion of work and submission of invoices, the City shall pay to Consultant the compensation as follows:

Payment shall be made based on the proposed fee and shall not exceed \$67,940.00 per the proposal attached to Appendix A of this Agreement, without prior authorization by the City as required in Section V of the General Conditions (Appendix C).



Digitize (973) 663-1011 158 Edison Rd Lake Hopatcong, NJ 07849 https://www.digitize-inc.com

Proposal

To:

Stanley Porritt

Company:

City of Valdez

Phone:

907-202-0682

Email:

sporritt@valdezak.gov

From:

John Ermatinger

Andrew Erickson

Email:

johne@digitize-inc.com aerickson@digitize-inc.com

Date:

March 3, 2025

Dear Stanley,

Here is your quote for a Digitize Prism LX and dialer+IP receivers that will collect alarms from your Bosch fire panels. We have assumed here that all dialer transmitters and any necessary cellular receivers already exist (or that you will purchase them separately as part of this project).

On-site assistance for 4 days of initial installation, turn-up, and training is also included.

Please email Purchase Orders to salespo@digitize-inc.com.

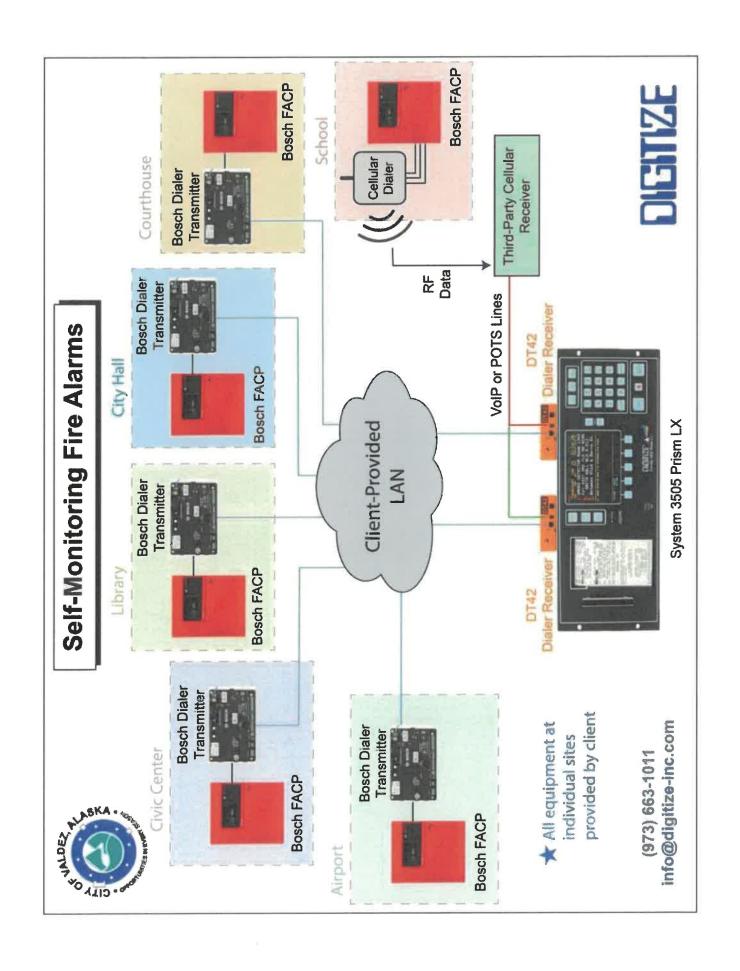
If you have any questions or need further assistance, please contact us.

Sincerely,

Andrew Erickson Sales Engineer

John Ermatinger Lead Support Technician

Digitize (973) 663-1011 158 Edison Road Lake Hopatcong, NJ 07849



| C | uote Table | | | |
|-----|-------------|--|-------------|-------------|
| Qty | Part Number | Description | Price | Extended |
| Com | oonent List | | | |
| 1 | 425230-0001 | SYSTEM 3505 Prism LX™ With USB KEYBOARD Includes the following features: Easy loading, 3 1/8 inch, Graphic Thermal Logging Printer. Alarm text messages logged on printer 5.7" Color LCD with LED backlighting One (1) GHz Dual-Core ARM Cortex-A7 Processor. New updated fully regulated power supply PN 400596-0001. Program updates and User Text may be uploaded/backed up in a few seconds using your web browser and the built-in Ethernet port of the Prism LX™, even while the system continues to monitor alarms. Utilizes the Linux Operating System running C Language Alarm Monitoring Program. 50 times faster than the System 3505 CPU-7 Provides a full complement of user memory in excess of 30,000 text messages (48 characters per text message). Enhanced AlarmLAN™ capability Capable of immediate factory support to assist in configuration and system analysis via cell phone tether. CPU-8 provides dedicated Ethernet, RS-232 and 2 USB ports. USB keyboard. Enhanced diagnostics at 110KBAUD 8N1 via dedicated RS-232. Next generation Auto Switching Power Supply, 90-240 V AC, 50-60Hz (as compared to 3505) Supervised External Charger fall input terminals (not needed with optional SEBB-6/24 battery charger) Software upgrades available on Digitize WEB site www.digitize-inc.com. User can upload latest operating software as long as the user has an active software support Eight non-configured serial ports, including four high-speed ports with a top baud rate of 460.8 K baud. (2 of the high-speed ports with a top baud rate of 460.8 K baud. (2 of the high-speed ports are configured for RS-485 for specialized applications) Six Configuration Card Slots for system expansion Four supervised EOL inputs, three of which can be used as zone inputs Three FORM C relays provide Alarm, Trouble and AUX Outputs. The Alarm/Trouble Relays are user programmable Audio Output for Alarm/Trouble and Restore notification with noise canceling technology Built-in diagnostics, with AC and DC failure indication Diagnostic core dump in the event o | \$23,095.00 | \$23,095.00 |

| | | | Subtotal: | \$53,395.00 |
|---|-------------|---|-------------|-----------------|
| 2 | 425196-000X | DT-42M IP Dialer MCDI's next-generation dialer, with 1 POTS line and 1 IP line. | \$5,995.00 | \$11,990.00 |
| 1 | 425207-0007 | 23.8 Inch COMMERCIAL GRADE REMOTE ANNUNCIATOR WITH SIPPDD-10 ETHERNET D-LAN™ COMMUNICATION, TOUCH SCREEN DISPLAY AND DESKTOP STAND Displays all System 3505/System 3505 Prism LX™ text data, with date stamp and alarm address. Annunciates alarm priority by user-defined sound and color and provides a soft key to acknowledge alarms/troubles. Communicates with the System 3505/System 3505 Prism LX via a supervised Ethernet connection (supplied by others). Supports up to 10 Remote Annunciators with NON-Dedicated LAN Ethernet communication. Features include Filtering by Priority, Dispatchers Interface, and a large Comma Delimited Downloadable Event History Log. Optional features include SMS Text -2- Cell & E-mail, SST Relay Control and Comma Delimited Downloadable Test History Log and Window. | \$17,045.00 | \$17,045.00 |
| | | When purchasing a new SYSTEM 3505 or upgrading your SYSTEM 3505 to Prism LX Provides System 3505 Prism LX or System 3505 Operating Software Program revisions, enhancements, and upgrades, when released, for one year from delivery. The maintenance fee ensures Digitize's compliance with 10th edition certification requirements and must be renewed annually to ensure that software enhancements and phone support continue to be obtainable NOTE: Multi-year plans are available at additional cost see page 1-5 & 6 | | |
| 1 | 000001-0065 | System 3505/Prism LX Annual Software Maintenance & Phone Support Agreement | \$1,265.00 | \$1,265.00 |
| | | Annunciator (Not all options are NRTL listed and CSFM approved) NOTE: SYSTEM 3505 Prism LX™ Annual Software Maintenance & Phone Support Agreement is required with all SYSTEM 3505 Prism LX™ order PN 000001-0065 (see multiple year agreements at discounted price). | | |
| | | communicator receiver, telegraph decode/transmit, Q-Mux [™] point identification, output points, addressable line printers, 1221 radio*, Intellitize Repeating Radio, networking multiple SYSTEM 3505 PRISM LX [™] units, SEBB-6/24 battery backup with battery info monitor, CGRMS graphics display, computerized monitoring system interface, Remote | | |

| 4 | On-site support | On-Site Installation Supervision and or System Training Transportation (to/from Digitize facility and the site), travel time, per diem and rental car expenses are additional. | \$1,950.00 | \$7,800.00 |
|---|----------------------|--|------------|------------|
| 5 | Travel Expenses | Travel Time & Expenses (from Newark, NJ to Valdez, AK – flights & rental car) | \$4,795.00 | \$4,795.00 |
| 6 | Per Diem Expenses | Per Diem Expenses, Includes meals and lodging. * Subject to site prevailing lodging rates and or government per diem. Adjusted as needed based on site location | \$325.00 | \$1,950.00 |

\$14,545.00

GRAND TOTAL: \$67,940.00

Please email Purchase Orders to salespo@digitize-inc.com.

- Please reference this proposal number when ordering.
- Shipping, handling, and insurance are additional.
- General Notes:
 - 1. This quote assumes there is no additional custom software to transfer or create.
 - Unless separately quoted, this quote is for the Digitize products described on the preceding pages ONLY, and does not include any labor, "As Built Drawings", installation, installation materials, equipment racks, and additional hardware/software, etc.
 Digitize will supply generic installation drawings in AutoCAD or PDF format, when requested, at no additional cost.
 - Unless separately quoted, NRTL (ETL, UL or FM) submittals are not included in this proposal.
 - 4. Digitize shall not be responsible for misinterpretations of any drawings supplied for quotation.
 - 5. It is the System owner/contractor's responsibility to review this quote and verify proper quantities and equipment application.
 - This quote is based on information provided to Digitize.
 - 7. Training is required on all systems. Product warranties are voided if systems are installed without factory-authorized training.
 - 8. Digitize reserves the right to reuse any or all sections of the design or software in future projects.
 - 9. Custom projects are non-cancelable.
 - 10. All orders are shipped via UPS and are F.O.B. Lake Hopatcong, NJ.
 - 11. It is Digitize corporate policy that all orders are C.O.D., unless other terms are mutually agreed upon before order acceptance.
 - 12. Prices quoted are in effect for 90 days from the date of this proposal.
 - 13. The pricing provided above is based on system configuration. Prices for individual components or partial systems may be different.
 - 14. Digitize reserves the right to change system parts and/or configuration as required, to ensure system operation and integrity.
 - 15. ETL lists the "Model MUXPAD II and Model MUXPAD II-RF contact and serial interface module for use with a listed compatible fire and/or burglary proprietary protected premises unit". Other listings are available at additional cost.
 - 16. The Muxpad II will currently interface to the following FACPs:

FCI 7200, 7100, IDA, IDX, FCIE Notifier 1010, 2020, 640, 3030 Gamewell 500, 602, 630, 650 EST-2, EST-3

Simplex 4010, 4100, 4100U, 4120, 4020

Selected Spectronics, Firecom, and Mircom FACPs

Contract No. 2339

Cost Code: 350-0310-55000.2014



Appendix C General Conditions

I. Definitions:

<u>Basic Services:</u> The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

<u>Change:</u> An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

<u>City's Project Manager:</u> City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

<u>Consultant's Project Manager:</u> The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

<u>Extra Services</u>: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

<u>Funding Agency(s)</u>: The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

<u>Prime Compensation:</u> The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

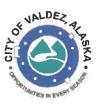
<u>Subconsultant:</u> Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City do not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

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The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one-year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant.

Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof.

Contract No. 2339

Cost Code: 350-0310-55000.2014



Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the Owner to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

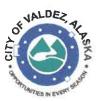
Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, a copy of which is attached as Appendix D, times a factor of ______, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

Contract No. 2339

Cost Code: 350-0310-55000.2014



The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. <u>Changes:</u>

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions that conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City of its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement (b) final payment upon claims or disputes, and for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant in the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination).

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If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

XI. Independent Consultant:

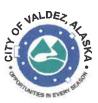
Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items that have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder include full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement.

Contract No. 2339

Cost Code: 350-0310-55000.2014



Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim, the consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

Contract No. 2339

Cost Code: 350-0310-55000.2014



In addition, all claims by the Consultant for additional compensation or an extension of the time for performance of any dispute regarding a question of fact or interpretation of this Agreement shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to the City's decision including specific provision of this Agreement which the

Contract No. 2339

Cost Code: 350-0310-55000.2014



Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.

Agreement for Professional Services Project: Emergency Self-Monitoring

Contract No. 2339

Cost Code: 350-0310-55000.2014



City of Valdez Contract Release Page 1 of 2

The undersigned, ________for itself, its owners, partners, successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, as set forth herein related to or arising out of the following described contract ("Contract"):

Project: Emergency Self-Monitoring Contract Number: 2339

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 the Contract.

The undersigned hereby waives and releases any right or claim of lien, any state or federal statutory bond right, any private bond right, any claim for payment under the Contract, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for itself, its owners, directors, officers, its successors in interest, assigns, agents, attorneys, trustees, administrators, subcontractors, suppliers, and laborers.

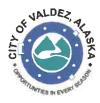
The undersigned certifies that no amounts payable under the Contract have been assigned to anyone.

The undersigned agrees that this Release is not executed as a result of financial disadvantage. No promise or inducement has been offered or made except as set forth in the above Contract. Accordingly, the undersigned voluntarily waives any and all rights to void this Release or any of its provisions, due to economic or business distress and/or compulsion. The undersigned represents that it is familiar with and has had the opportunity for its attorneys to explain the meaning of decisions of the Alaska Supreme Court applicable to this Release including, but not limited to, *Petroleum Sales, Ltd. v. Mapco of Alaska, Inc.*, 687 P.2d 923 (Alaska 1984); *Totem Marine T. & B. v. Alyeska Pipeline, et. al.*, 584 P.2d 15 (Alaska 1978); and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978).

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 payment claims, disputed or otherwise, arising under or by virtue of the Contract. The undersigned represents and warrants that it has the full and complete legal authority to enter into this Release, that the individuals executing this Release have the legal authority to do so, and that this Release shall be binding and enforceable upon it and its representatives, successors, and assigns, in accordance with its terms upon execution. The signature of the undersigned is an acknowledgement that the person signing has the authority to bind the party to this Release.

Agreement for Professional Services Project: Emergency Self-Monitoring Contract No. 2339

Cost Code: 350-0310-55000.2014



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

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| STATE OF ALASKA |))ss. | | | | |
| THIRD JUDICIAL DISTRICT |) | | | | |
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| RELEASE and knew contents thereof to that he signed the same freely and volur was duly authorized to execute the foregorporation. | be true and starily for th | d correct to the uses and p | urposes therein | nowledge and mentioned, a | I belief, and and that he |
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Legislation Text

File #: 25-0144, Version: 1

ITEM TITLE:

Carry Forward Resolution

SUBMITTED BY: Jordan Nelson, Finance Director / Nate Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: \$750,000

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

RECOMMENDATION:

Review and provide feedback if necessary

SUMMARY STATEMENT:

The carry forward resolution will be presented on April 29th and reflect the established convention related to the Capital Projects Planning Reserve. Excess funds carried-forward from the prior fiscal year are placed in reserve annually until the Operating and Capital Budget process which is typically adopted by the first week of December.

Since this is the second year of a new projects budgeting convention, projects team respectfully requests funding for one project outside of the full prioritization process in order to keep momentum on the City's CIP and Major Maintenance list:

- Nuisance Abatement Program
 - Scrap Barge Project \$750,000

The implications of the \$4.2MM funds carried forward are twofold:

- 1. Scrap Barge Project is funded outside of "normal" projects prioritization and does not compete for scarce resources in a full-scale projects prioritization session.
- 2. Projects Planning Reserve will be funded with \$3.5MM for projects prioritization sessions in the fall, instead of the full \$4.2MM from excess funds carried forward.

Staff is requesting feedback from council on this as a funding option for the Scrap Barge Project. If there is no objection, staff will proceed with this course of action on the April 29th Carry Forward Resolution.

Other options available to the Council to fund this program include:

File #: 25-0144, Version: 1

- Partial funding from Council Contingency Reserve (\$525K unencumbered)
- Unrestricted, Unassigned General Fund (\$13.6MM at start of FY25)



Legislation Text

File #: 25-0145, Version: 1

ITEM TITLE:

Emergency Communications System Project Overview

SUBMITTED BY: Matthew Osburn, IT Director

FISCAL NOTES:

Expenditure Required: NA Unencumbered Balance: NA

Funding Source: NA

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

Verbal report on the emergency communications radio project status and timeline. This communications radio project aims to significantly upgrade the city's emergency and operational communications infrastructure.



Legislation Text

File #: 25-0146, Version: 1

ITEM TITLE:

Interim City Manager's Report

SUBMITTED BY: Bart Hinkle, Interim City Manager

FISCAL NOTES:

Expenditure Required: none Unencumbered Balance: n/a

Funding Source: n/a

RECOMMENDATION:

For Council consideration.

SUMMARY STATEMENT:

Interim City Manager's report for 4.15.25 is attached.



City Manager Report

April 15, 2025

Last report: 3/18/25 by City Manager Douglas: appointed Interim City Manager 3/28

The primary focus from the City Manager position has been to maintain City operations and provide stability and continuity during the pre-defined Interim time period. That has included attending previously scheduled meetings and maintaining relationships with key stakeholders (Valdez City Schools, Altman Rogers & Co., State Director for Senator Lisa Murkowski, Capitol Hill Consulting Group, to name a few).

It was deemed most advantageous and transparent to appoint an Assistant City Manager, as well as an Acting Chief of Police, during the Interim time period. Effective 3.31.2025, Nate Duval accepted the position of Assistant City Manager (in addition to retaining his duties as Capital Facilities Director) and Kalin King accepted the position of Acting Chief of Police.

The application period for Communications Manager has closed. With the transition to an incoming City Manager, and with how closely those two positions work together, the hiring process has temporarily paused. Applicants have been notified and the process will continue once a decision regarding City Manager has been made.

Both City staff and elected officials traveled to Washington, D.C, for a Legislative Fly-In. By all accounts it was a successful visit. A comprehensive recap of the various meetings is being compiled and worked on so that City staff can identify and prioritize action items and work towards moving them forward. A big thank you to Capitol Hill Consulting Group, not only for their efforts in arranging the meetings, but for their hospitality as well as the exhaustive summary of the trip itself. Would also like to recognize and thank the City Staff and Councilmembers that traveled and lobbied on behalf of the City of Valdez. Your dedication and commitment is appreciated.

Along those same lines, multiple Directors are currently attending (or have recently attended) national conferences specific and vital to their areas of operations and expertise.

On 4.8 a large contingent of the City of Valdez Incident Management Team, and a number of local stakeholders, attended a virtual informational meeting regarding the Mt. Spurr volcano situation. The City of Valdez, led by the Emergency Manager, continues to closely monitor the situation and prepare accordingly. On 4.10 the 6th grade classes participated in Visit the Mayor. Thank you to Valdez City Schools personnel, as well as the City Clerk and staff for putting together the event and allowing the City Manager to bring forward a mock resolution for consideration.

Upcoming events: VHS College & Career Fair (April 16th and 17th); Senator Murkowski roundtable (April 17th)



212 Chenega Ave. Valdez, AK 99686

Legislation Text

File #: 25-0128, Version: 1

ITEM TITLE:

Legal Billing Summary - January and February 2025

SUBMITTED BY: Elise Sorum-Birk, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file.

SUMMARY STATEMENT:

Attorney billing summary for January and February 2025 are attached for City Council review.

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
JESSE C. BELL
WILLIAM M. WALKER
DAVID W. WENSEL
ANTHONY S. GUERRIERO
JON S. WAKELAND
KELLY M. MOGHADAM
JAKE W. STASER

ATTORNEYS AT LAW

810 N STREET, SUITE 100 ANCHORAGE, ALASKA 99501 TELEPHONE: (907) 258-2000 FACSIMILE: (907) 258-2001 WEB SITE: BRENALAW.COM

trupe@brenalaw.com

February 14, 2025

City of Valdez

Attn: John Douglas, City Manager

P.O. Box 307

Valdez, AK 99686

January 2025 Billing Summary Sheet

| File No. | Description | Amount |
|-----------|--|--------------|
| 1374-007 | City Council | \$2,177.50 |
| 1374-008 | Capital Facilities | \$877.50 |
| 1374-009 | Ports & Harbors | \$195.00 |
| 1374-010 | Finance | \$851.50 |
| 1374-011 | Administration | \$3,979.35 |
| 1374-012 | Community Development | \$1,469.00 |
| 1374-014 | Escaped Property | \$13,766.40 |
| 1374-014B | Escaped Property Appeal | |
| 1374-014C | Escaped Property 2017-2022 Superior Court Appeal Case No. 3AN-22-06115CI Fees \$150,910.50 Experts \$16,390.00 Additional Costs \$893.41 | \$168,193.91 |
| 1374-014D | Escaped Property Original Assessments | \$93,804.22 |
| 1374-014F | Super Ct. 2024 Appeal | \$0.00 |
| 1374-016 | Parks and Recreation | \$325.00 |
| 1374-017 | Police Department | \$0.00 |
| 1374-018 | Human Resources CONFIDENTIAL | \$682.50 |
| 1374-019 | Public Works | \$357.50 |
| 1374-029S | Ad Valorem Settlement | \$12,449.69 |
| 1374-030 | C-Plan | \$6,918.45 |
| 1374-032 | Economic Development | \$0.00 |
| 1374-036 | Code Enforcement | \$1,514.50 |
| 1374-039 | Boundary Change Issues | \$450.00 |
| 1374-042 | Redistricting | \$39.00 |
| 1374-043A | RCA Order 6 Appeal | \$8,786.19 |
| 1374-044A | AK Trappers Association Appeal | \$0.00 |
| 1374-044B | AK Trappers (Attorneys' Fee Appeal) | \$0.00 |
| 1374-046 | Foreclosures | \$0.00 |
| 1374-049 | Alderwood | \$0.00 |
| 1374-050 | Escaped Property – Ordinance | \$14,131.00 |
| | TOTAL | \$330,968.21 |

Contributed-Hour Summary

DO NOT PAY - Fees will be paid from any attorneys' fees award.

| File No. | Description | Fees |
|-----------|--|--------------|
| | | Over Cap |
| 1374-043B | City of Valdez/RCA/Consolidated Appeals of Orders 6 & 17 | \$276,587.50 |
| | Superior Ct. Nos. 3AN-20-05915 CI/3AN-21-04104 CI | |
| | (Consolidated) | |
| | Work began December 2020 | |
| | Initial Fee Cap of \$25,000 has been met. | |
| 1374-043C | City of Valdez/BP-Hilcorp/Dismissal Appeal | \$315,712.67 |
| | Supreme Ct. No. S-18178 | |
| | Work began August 2021 | |
| 1374-043D | City of Valdez/BP-Hilcorp/Constitutional Claimant Fees | \$109,014.39 |
| | Appeal, Supreme Ct. No. S-18347 | |
| | Work began February 2022 | |
| | TOTAL | \$704,314.56 |

BRENA, BELL & WALKER, P.C.

ROBIN O. BRENA, MANAGING ATTORNEY
JESSE C. BELL
WILLIAM M. WALKER
DAVID W. WENSEL
ANTHONY S. GUERRIERO
JON S. WAKELAND
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trupe@brenalaw.com

March 15, 2025

City of Valdez

Attn: John Douglas, City Manager

P.O. Box 307

Valdez, AK 99686

February 2025 Billing Summary Sheet

| File No. | Description | Amount |
|-----------|--|--------------|
| 1374-007 | City Council | \$2,730.00 |
| 1374-008 | Capital Facilities | \$325.00 |
| 1374-009 | Ports & Harbors | \$715.00 |
| 1374-010 | Finance | \$0.00 |
| 1374-011 | Administration | \$6,319.69 |
| 1374-012 | Community Development | \$455.00 |
| 1374-014 | Escaped Property | \$16,541.15 |
| 1374-014B | Escaped Property Appeal | \$0.00 |
| 1374-014C | Escaped Property 2017-2022 Superior Court Appeal Case No. 3AN-22-06115CI Fees \$85,708.00 Experts \$ 0.00 Additional Costs \$ 1,728.55 | \$87,436.55 |
| 1374-014D | Escaped Property Original Assessments | \$101,054.33 |
| 1374-014F | Super Ct. 2024 Appeal | \$0.00 |
| 1374-016 | Parks and Recreation | \$0.00 |
| 1374-017 | Police Department | \$357.50 |
| 1374-018 | Human Resources CONFIDENTIAL | \$260.00 |
| 1374-019 | Public Works | \$97.50 |
| 1374-029S | Ad Valorem Settlement | \$65.50 |
| 1374-030 | C-Plan | \$5,035.17 |
| 1374-032 | Economic Development | \$0.00 |
| 1374-036 | Code Enforcement | \$0.00 |
| 1374-039 | Boundary Change Issues | \$210.00 |
| 1374-042 | Redistricting | \$0.00 |
| 1374-043A | RCA Order 6 Appeal | \$0.00 |
| 1374-044A | AK Trappers Association Appeal | \$0.00 |
| 1374-044B | AK Trappers (Attorneys' Fee Appeal) | \$0.00 |
| 1374-046 | Foreclosures | \$0.00 |
| 1374-049 | Alderwood | \$97.50 |
| 1374-050 | Escaped Property – Ordinance | \$11,089.30 |
| | TOTAL | \$232,789.19 |

Contributed-Hour Summary

DO NOT PAY - Fees will be paid from any attorneys' fees award.

| File No. | Description | Fees |
|-----------|--|--------------|
| | | Over Cap |
| 1374-043B | City of Valdez/RCA/Consolidated Appeals of Orders 6 & 17 | \$276,587.50 |
| | Superior Ct. Nos. 3AN-20-05915 CI/3AN-21-04104 CI | |
| | (Consolidated) | |
| | Work began December 2020 | |
| | Initial Fee Cap of \$25,000 has been met. | |
| 1374-043C | City of Valdez/BP-Hilcorp/Dismissal Appeal | \$315,712.67 |
| | Supreme Ct. No. S-18178 | |
| | Work began August 2021 | |
| 1374-043D | City of Valdez/BP-Hilcorp/Constitutional Claimant Fees | \$109,014.39 |
| | Appeal, Supreme Ct. No. S-18347 | |
| | Work began February 2022 | |
| | TOTAL | \$704,314.56 |



Legislation Text

File #: 25-0147, Version: 1

ITEM TITLE:

April 2025 Calendar

SUBMITTED BY: City Clerk

FISCAL NOTES:

Expenditure Required: na Unencumbered Balance: na

Funding Source: na

RECOMMENDATION:

Click here to enter text.

SUMMARY STATEMENT:

April calendar attached.

April 2025

| Monday | | Tuesday | Wednesday | Thursday | | Friday | Saturday | Sunday |
|---|----|---|-----------|----------------------------------|----|--------|----------|--------|
| | | 1 | 2 | | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | | 10 | 11 | 12 | 13 |
| 6:00PM Valdez School Board | 14 | 5:30 pm W/S BOE Training 7:00 PM Regular Mtg | 7PM EDC | 12 Noon - VMHA | 17 | 18 | 19 | 20 |
| 5:00 PM Beautification Commission | 21 | 6:30 PM City Council and Parks & Rec Comm. Work Session | 7:00 P&Z | 6:00 PM Board of Equalization | 24 | 25 | 26 | 27 |
| 6:00 PM Valdez School Board | 28 | USCG LIBERTY 1:30 5:30 W/S DC Trip 7:00 Regular Mtg. | 30 | | | | | |
| | | | | | | | | |



MAYOR FLEMMING OUT OF TOWN 4/1 - 4/30

USCG LIBERTY DECOMMISIONING CEREMONY – APRIL 29, 1:30 SOUTH HARBOR COUNCIL MEMBER SORUM OUT OF TOWN

4/14 - 4/22

CITY CLERK OUT OF OFFICE

4/26 - 5/1