



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

City Council

Tuesday, March 4, 2025

7:00 PM

Council Chambers

Regular Meeting

WORK SESSION AGENDA - 6:00 pm

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

1. [Work Session - Copper Valley Electric Association Presentation](#)

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC APPEARANCES

1. [Jeremy O'Neil - Sound Mental Health](#)

V. PUBLIC BUSINESS FROM THE FLOOR

VI. CONSENT AGENDA

1. [Approval To Go Into Executive Session Regarding Legal Implications of 2024 C-Plan Decision on Informal Review and Potential Request for Adjudicatory Hearing](#)
2. [Approval of Advocates for Victims of Violence and City of Valdez Snowtown Ice Classic Agreement](#)

VII. NEW BUSINESS

1. [Annual Renewal of City/School Health Insurance Benefit Plan for Period Beginning 4/1/2025](#)
2. [Discussion Item: Scrap Barge Project Update & Council Review](#)
3. [Approval of Contract Award with Build Alaska General Contracting, LLC for the Library Window Replacement Project in the Amount of \\$444,190.00](#)

4. [Approval to Purchase Portable and Mobile Radios from L3Harris Technologies for the Valdez Police Department in the Amount of \\$121,549.70](#)
5. [Approval of Sale by Public Auction of a Surplus 2015 Chevrolet Tahoe on GovDeal.com](#)

VIII. RESOLUTIONS

1. [#25-13 - Authorizing Lease Amendment No. 4 for a Lease with Alyeska Pipeline Service Company \(SERVS\) Dock for an 11.35 Acre Portion of ATS 564 Tidelands](#)
2. [#25-14 - Authorizing a Lease with Crowley Fuels, LLC for a 6,230 Square Foot Portion of USS 495 Tidelands \(North Fuel Dock\)](#)
3. [#25-15 - Authorizing a Lease with Crowley Fuels, LLC for an 8,400 Square Foot Portion of USS 495 Tidelands \(South Fuel Dock\)](#)

IX. REPORTS

1. [Procurement Report: Agreement for Professional Services - Valdez Wastewater Treatment Facility APDES Permit Renewal](#)
2. [Auction Report: 2003 Ford Expedition](#)

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

1. City Manager Report
2. City Clerk Report
3. City Attorney Report
4. City Mayor Report

XI. COUNCIL BUSINESS FROM THE FLOOR

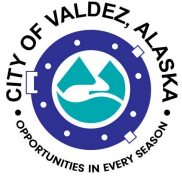
XII. EXECUTIVE SESSION

XIII. RETURN FROM EXECUTIVE SESSION

XIV.. ADJOURNMENT

XV. APPENDIX

1. [March 2025 Council Calendar](#)



Legislation Text

File #: 25-0084, **Version:** 1

ITEM TITLE:

Work Session - Copper Valley Electric Association Presentation

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

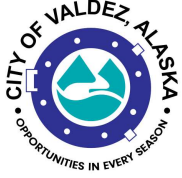
Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Copper Valley Electric Association will take this opportunity to provide a operations update to the City Council.



Legislation Text

File #: 25-0085, **Version:** 1

ITEM TITLE:

Jeremy O'Neil- Sound Mental Health

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: na

Unencumbered Balance: na

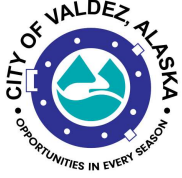
Funding Source: na

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Jeremy O'Neil representing Sound Mental Health will give a brief presentation to the city council.



Legislation Text

File #: 24-0504, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session Regarding Legal Implications of 2024 C-Plan Decision on Informal Review and Potential Request for Adjudicatory Hearing

SUBMITTED BY: Jake Staser, City Attorney

FISCAL NOTES:

Expenditure Required: NA
Unencumbered Balance: NA
Funding Source: NA

RECOMMENDATION:

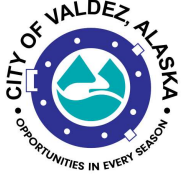
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SUMMARY STATEMENT:

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.
2. Matters which by law, municipal charter, or ordinance are required to be confidential.

Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.



Legislation Text

File #: 25-0086, **Version:** 1

ITEM TITLE:

Approval of Advocates for Victims of Violence and City of Valdez Snowtown Ice Classic Agreement

SUBMITTED BY: Lisa Anderson

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Approve Advocates for Victims of Violence and City of Valdez Snowtown Ice Classic Agreement

SUMMARY STATEMENT:

[Click here to enter text.](#)



Snowtown Ice Classic Agreement



This agreement, made this ___ day of _____, 2025 by and between the Advocates for Victims of Violence, herein after referred to as "AVV," and the City of Valdez, hereinafter referred to as the "City," as follows:

WHEREAS, AVV and the City have determined that it is in the public interest to jointly operate and manage the Snowtown Ice Classic- which is an annual winter event predicting when the ice will melt from Ruth Pond and cause a tower to fall, hereinafter referred to as the "Classic," in the City of Valdez; and

WHEREAS, cooperative efforts of AVV and the City in serving residents of the Valdez area are cost-efficient and mutually advantageous.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

1. City's holdings, now owned or hereafter procured by the City in support of the Classic, remain the property of the City.
2. The equipment and holdings of AVV, now owned or hereafter procured by AVV in support of the Classic, remain the property of AVV.
3. The City and AVV agree to operate the event jointly, under the authority of AVV's current gaming license. All public outreaches including flyers, social media and additional media coverage will reflect the names of both parties to this agreement.
4. The city agrees to:
 - a. Design, construct, erect, disassemble and store the "tower" on an annual basis. The design of which is subject to change as materials and labor may vary from year to year.
 - b. In cooperation with AVV, establish the start/stop dates for the event.
 - c. Act as final decision maker with regard to final event completion date/day/time by watching video footage of the first portion of the

tower to go into the water. Tower Drop is completed when any portion of the Tower Top Triangles (Wooden Flags) hit the ice/water.

5. AVV agrees to:
 - a. Establish cost per ticket.
 - b. Collect and hold all monies generated from the Classic and distribute the monies in accordance with this agreement upon completion of the applicable Classic.
 - c. Maintain a valid gaming license to include the authorization to conduct the Classic.
 - d. Design, print and distribute Classic tickets within the Valdez area. Once established, further distribution may be considered if allowed under the permit.
 - e. Assist with advertising the event through multi-media venues, when possible.

6. All proceeds generated from the Classic will be allocated per the following breakdown:
 - a. 50% of the total proceeds to the winner. If there is more than 1 winner, the 50% will be equally divided amongst them

7. The City reserves the right to deduct future administrative fees and overhead from the event proceeds (before the division of proceeds as referenced above) if the overall administrative burden of managing the Classic exceeds the capabilities of the City's organic resources staged within the Parks, Recreation & Cultural Services Department. This decision will be made in consultation with AVV prior to January 1 of the applicable year's Classic.

8. The City reserves the right to cancel or postpone the event at any time based on unforeseen events or personnel shortfalls, provided AVV is notified in advance. As a result, AVV reserves the right to take over the management and administrative oversight of the Classic, provided the City concurs that said management would prove beneficial to the long-term sustainability of the Classic.

9. If the Classic grows beyond a level that AVV and the City can feasibly administer, it is the ultimate desire of both AVV and the City to establish an independent non-profit Snowtown Ice Classic Committee. The purpose of said Committee would be to assume long-term administrative & financial oversight of the event. Such a committee will establish governing bylaws that will require approval from both AVV and the City, to include both AVV and the City retaining permanent Committee seats, unless otherwise directed by the AVV Executive Director and the City Manager.

10. Until such time as a Committee is established, all management and policy decisions for general operations of the Classic shall remain with the City; provided, however, that the recommendations of AVV shall be duly considered by the City in all matters dealing with the performance of this agreement, and the City shall act in good faith in accordance with said recommendations insofar as practical to carry out the intent of the establishment of the Classic in benefitting both AVV and the citizens of Valdez and its surrounding neighbors.

11. The City agrees to indemnify and save harmless AVV, its Board of Directors, officers, and employees, from and against all claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) which may arise by reason of any injury to any person, or damage to any property, attributable to the negligence of the City, its officers, agents, and employees, in connection with the City's performance under this agreement. Similarly, AVV agrees to indemnify and save harmless the City, its officers, and employees, from and against all claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) which may arise by reason of any injury to any person, or damage to any property, attributable to the negligence of AVV, its officers, agents, and employees, in connection with AVV's performance under this agreement.

12. The term of this agreement is for five (5) years and begins on January 1, 2025, and will expire December 31, 2030.

13. This agreement shall be reviewed annually. This agreement is subject to amendment, renegotiation, or termination at any time; however, 45 days written notice shall be given by the party requesting amendment, modification

or termination. Requests shall be in writing and shall not be binding until executed by both parties.

14. For the purpose of giving notice as required herein, the addresses of the parties shall be as follows, unless written notice of change of address is provided:

Advocates for Victims of Violence
Attn: Executive Director
PO Box 524
Valdez AK 99686

City of Valdez
Attn: City Manager
PO Box 307
Valdez AK 99686

15. Each Party hereby represents and guarantees that it has the authority to enter into this agreement by and through its duly authorized undersigned representative(s).

16. Each party further acknowledges and agrees to be bound by an obligation to perform in all respect hereunder in good faith towards the accomplishment of the mutually beneficial goal underlying the establishment of this agreement

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) set forth below.

ADVOCATES FOR VICTIMS OF VIOLENCE

Authorizing Signature

Printed name

Date:

Title:

FEDERAL ID #:

Mailing Address

City, State, Zip Code

APPROVED:

Dennis Fleming, Mayor

Date:

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date:

RECOMMENDED:

Ken Wilson, Parks and Recreation Director

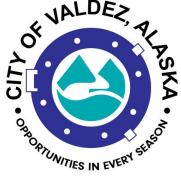
Date:

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jack Wakeland, City Attorney

Date:



Legislation Text

File #: 25-0082, **Version:** 1

ITEM TITLE:

Annual Renewal of City/School Health Insurance Benefit Plan for Period Beginning 4/1/2025

SUBMITTED BY: Rhea E Cragun, Human Resource Director

FISCAL NOTES:

Expenditure Required: \$5.4MM (City, April-December 2024)

Unencumbered Balance: \$5.2MM

Funding Source: Cost code 41300, pro-rated among all staffed departments

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

This agenda item formalizes the annual renewal of the health insurance benefit plan.

- This health insurance renewal with a 16.5% increase
- A budgeting error results in a \$144,061 shortfall
 - Since COV typically budgets for full-employment this shortfall is likely to be mitigated by normal staffing vacancies in 2025
- Renewal Premium Change:
 - City +16.5%: total monthly \$2825.80 to \$3,293.21
 - Employer monthly: \$2712.77 to \$3,161.48
 - Employee monthly: \$113.03 to \$131.73

Plan Changes:

- Stop loss deductible raised from \$175,000 to \$200,000, reducing stop loss premium by -12.6%
- Stop loss deductible change based on recent claims experience and reduces overall premium

by about 1%

The schools have separately reviewed and approved their plan renewal specifications.

- School: +9.7%

2025 PLAN COST TRENDS

Surveys range from 7%-9%



ESTIMATED 2025

IMA	7% Med / 10% Rx
WTW	7.7%
Mercer	7%
Aon	9%
Segal	7.9% Med / 11.4% Rx
IFEBP	8%

Multiple Factors to Drive Trend Higher

- + GLP-1s
- + Inflation
- + Network/provider contract negotiations
- + Cancer prevalence and cost
- + Facility and provider consolidation
- + Avoided care
- + R&D, continued investment
 - Gene therapy, etc
- + Shifting demographics
- + Evolving sources of insurance

CONTRIBUTION SUMMARY for City of Valdez for April 1, 2025



	Assumed Current Enrollment	2024 (Current) Plan year Budget Rates	2025 (Renewal) Plan year Budget Rates
Employee	27	\$1,302.49	\$1,459.10
Employee + Spouse	27	\$2,696.15	\$3,020.32
Employee + Child(ren)	21	\$2,526.83	\$2,830.65
Family	60	\$3,972.61	\$4,450.26
Total Enrolled	135		
PEPM Composite:	135	\$2,958.39	\$3,314.10
Monthly:		\$399,383	\$447,404
Annual Cost:		\$4,792,600	\$5,368,842
Annual Change:			\$576,242
Annual Percent Change:			12.0%

CITY OF VALDEZ 2025 RENEWAL MEETING

FEBRUARY 24, 2025



Benefits



City of Valdez

Renewal Projection Summary - Effective Date April 1, 2025

Claims Comparison	Medical/Rx	Dental	Vision	Total
Current Claim Liability	\$2,341.37	\$145.82	\$36.51	\$2,523.70
Projected Claim Liability	\$2,742.00	\$150.09	\$46.25	\$2,938.35
% Difference (renewal impact)	17.1%	2.9%	26.7%	16.4%

Fixed Fees	Medical/Rx	Dental	Vision	Total
Current Fixed Costs	\$319.59	\$2.35	\$1.05	\$322.99
Projected Fixed Costs	\$372.35	\$2.35	\$1.05	\$375.75
% Difference (renewal impact)	16.5%	0.0%	0.0%	16.3%

Total Liability Comparison	Medical/Rx	Dental	Vision	Total
Current Total Liability	\$2,660.96	\$148.17	\$37.56	\$2,846.69
Projected Total Liability	\$3,114.35	\$152.44	\$47.30	\$3,314.10
% Difference (renewal impact)	17.0%	2.9%	25.9%	16.4%

Notes:

MEDICAL SUMMARY for City of Valdez for April 1, 2025



In-Network Benefits		Current	Renewal

Cost Sharing	Ded (single family)	\$100 \$300	\$100 \$300
	Coins (plan pays member pays)	90% 10%	90% 10%
	Embedded Ded & OOP Max	No	No
	Total OOP (single family)	\$488 per person	\$488 per person

Benefits	Office Visit (primary specialist)	10% 10%	10% 10%
	Telehealth Visit	10%	10%
	Preventive Care	10%	10%
	Diagnostic Lab	10%	10%
	Diagnostic X-Ray	10%	10%
	Advanced Imaging	10%	10%
	Urgent Care Facility	10%	10%
	Emergency Room	10%	10%
	Inpatient Hospital	10%	10%
	Outpatient Facility	10%	10%
	Inpatient MH/SUD	10%	10%
	Outpatient MH/SUD	10%	10%
Spinal Manipulation	10%, 40 visits/yr	10%, 40 visits/yr	


Out of Network	OON Ded (single family)	\$100 \$300	\$100 \$300
	OON Coins (plan pays member pays)	90% 10%	90% 10%
	OON Total OOP (single family)	\$488 per person	\$488 per person

Prescription Drugs	Ded (single family) (if separate)	N/A	N/A
	OOP Max (single family) (if separate)	N/A	N/A
	Generic (retail mail)	\$5	\$5
	Brand Formulary (retail mail)	\$10	\$10
	Brand Non-Formulary (retail mail)	N/A	N/A
	Specialty (retail mail)	N/A	N/A



Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

TPA FIXED COSTS SUMMARY for City of Valdez for April 1, 2025


	Meritain	Meritain	Moda	Premera
Enrollment & Total Est. TPA Fixed Costs	Current	Renewal	Moda	Premera
Composite Est. of PEPM TPA Fees	\$71.94	\$70.94	\$95.01	\$58.97

135	Est. Total/Mo	\$9,712	\$9,577	\$12,826	\$7,961
	Est. Total/Yr	\$116,543	\$114,923	\$153,916	\$95,531
	Est. Annual Change		(\$1,620)	\$37,373	(\$21,011)
	from Current		-1.4%	+32.1%	-18.0%
	Est. Annual Change			\$38,993	(\$19,391)
	from Renewal			+33.9%	-16.9%



Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

STOP LOSS FIXED COSTS SUMMARY for City of Valdez for April 1, 2025

	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Moda	Premera
	Current	Renewal	Option 2	Option 3	Moda Option	Premera Option

Specific Stop Loss	Specific Deductible	\$175,000	\$175,000	\$200,000	\$225,000	\$175,000	\$175,000
	Contract Term (Incurred Paid)	Paid	Paid	Paid	Paid	Paid	24/12
	Contract Coverage (Med, Rx, etc.)	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
	27 Employee Only	\$241.78	\$334.48	\$292.50	\$256.98	\$301.57	\$370.23
	27 Employee + Spouse	\$241.78	\$334.48	\$292.50	\$256.98	\$301.57	\$370.23
	21 Employee + Child(ren)	\$241.78	\$334.48	\$292.50	\$256.98	\$301.57	\$370.23
	60 Employee + Family	\$241.78	\$334.48	\$292.50	\$256.98	\$301.57	\$370.23
	135 PEPM Est. of Spec Premium	\$241.78	\$334.48	\$292.50	\$256.98	\$301.57	\$370.23
	Est. Total/Mo	\$32,640	\$45,155	\$39,488	\$34,692	\$40,712	\$49,981
	Est. Total/Yr	\$391,684	\$541,858	\$473,850	\$416,308	\$488,543	\$599,773
	Est. Annual Change from Current		\$150,174 +38.3%	\$82,166 +21.0%	\$24,624 +6.3%	\$96,860 +24.7%	\$208,089 +53.1%
	Est. Annual Change from Renewal			(\$68,008) -12.6%	(\$125,550) -23.2%	(\$53,314) -9.8%	\$57,915 +10.7%


Aggregate Corridor	Aggregate Corridor	125%	125%	125%	125%	125%	125%
	Contract Term (Incurred Paid)	Paid	Paid	Paid	Paid	Paid	24/12
	Contract Coverage (Med, Rx, etc.)	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
	Max Reimbursement (Contract)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Minimum Attachment %	100%	100%	100%	100%	100%	100%
	27 Employee Only	\$9.27	\$12.05	\$12.31	\$12.53	\$12.30	\$13.97
	27 Employee + Spouse	\$9.27	\$12.05	\$12.31	\$12.53	\$12.30	\$13.97
	21 Employee + Child(ren)	\$9.27	\$12.05	\$12.31	\$12.53	\$12.30	\$13.97
	60 Employee + Family	\$9.27	\$12.05	\$12.31	\$12.53	\$12.30	\$13.97
	135 PEPM Est. of Agg Premium	\$9.27	\$12.05	\$12.31	\$12.53	\$12.30	\$13.97
	Est. Total/Mo	\$1,251	\$1,627	\$1,662	\$1,692	\$1,661	\$1,886
	Est. Total/Yr	\$15,017	\$19,521	\$19,942	\$20,299	\$19,926	\$22,631
Est. Annual Change from Current		\$4,504 +30.0%	\$4,925 +32.8%	\$5,281 +35.2%	\$4,909 +32.7%	\$7,614 +50.7%	
Est. Annual Change from Renewal			\$421 +2.2%	\$778 +4.0%	\$405 +2.1%	\$3,110 +15.9%	

Enrollment & Total Est. Stop Loss Premiums	Tokio Marine HCC - Current	Tokio Marine HCC - Renewal	Tokio Marine HCC - Option 2	Tokio Marine HCC - Option 3	Moda - Moda Option	Premera - Premera Option
135 PEPM Est. of Spec & Agg Premium	\$251.05	\$346.53	\$304.81	\$269.51	\$313.87	\$384.20
Est. Total/Mo	\$33,892	\$46,782	\$41,149	\$36,384	\$42,372	\$51,867
Est. Total/Yr	\$406,701	\$561,379	\$493,792	\$436,606	\$508,469	\$622,404
Est. Annual Change from Current		\$154,678 +38.0%	\$87,091 +21.4%	\$29,905 +7.4%	\$101,768 +25.0%	\$215,703 +53.0%
Est. Annual Change from Renewal			(\$67,586) -12.0%	(\$124,772) -22.2%	(\$52,909) -9.4%	\$61,025 +10.9%



Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

STOP LOSS CLAIMS SUMMARY for City of Valdez for April 1, 2025

	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Tokio Marine HCC	Moda	Premera
	Current	Renewal	Option 2	Option 3	Moda Option	Premera Option

Carrier's Expected Claims	Specific Deductible	\$175,000	\$175,000	\$200,000	\$225,000	\$175,000	\$175,000
	Contract Term (Incurred Paid)	Paid	Paid	Paid	Paid	Paid	24/12
	Contract Coverage (Med, Rx, etc.)	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
	27 Employee Only	\$2,173.52	\$2,531.29	\$2,607.22	\$2,669.74	\$2,683.82	\$2,943.06
	27 Employee + Spouse	\$2,173.52	\$2,531.29	\$2,607.22	\$2,669.74	\$2,683.82	\$2,943.06
	21 Employee + Child(ren)	\$2,173.52	\$2,531.29	\$2,607.22	\$2,669.74	\$2,683.82	\$2,943.06
	60 Employee + Family	\$2,173.52	\$2,531.29	\$2,607.22	\$2,669.74	\$2,683.82	\$2,943.06
	135 PEPM Est. of Expected Claims	\$2,173.52	\$2,531.29	\$2,607.22	\$2,669.74	\$2,683.82	\$2,943.06
	Est. Total/Mo	\$293,425	\$341,724	\$351,975	\$360,415	\$362,315	\$397,314
	Est. Total/Yr	\$3,521,102	\$4,100,687	\$4,223,703	\$4,324,985	\$4,347,782	\$4,767,764
	Est. Annual Change from Current		\$579,584 +16.5%	\$702,600 +20.0%	\$803,883 +22.8%	\$826,680 +23.5%	\$1,246,661 +35.4%
Est. Annual Change from Renewal			\$123,016 +3.0%	\$224,299 +5.5%	\$247,095 +6.0%	\$667,077 +16.3%	


IMA Expected Claims	IMA's PEPM Est. of Expected Claims	\$2,545.41	\$2,938.35	\$2,938.35	\$2,938.35	\$2,938.35	\$2,938.35
	Est. Total/Mo	\$343,631	\$396,677	\$396,677	\$396,677	\$396,677	\$396,677
	Est. Total/Yr	\$4,123,572	\$4,760,127	\$4,760,127	\$4,760,127	\$4,760,127	\$4,760,127
	Difference from Current Budgeted		\$393 +15.4%	\$393 +15.4%	\$393 +15.4%	\$393 +15.4%	\$393 +15.4%
	% Difference from Carrier's Expected	+17.1%	+16.1%	+12.7%	+10.1%	+9.5%	-0.2%

Max Claims	Aggregate Corridor	125%	125%	125%	125%	125%	125%
	Contract Term (Incurred Paid)	Paid	Paid	Paid	Paid	Paid	24/12
	Contract Coverage (Med, Rx, etc.)	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
	27 Employee Only	\$2,716.90	\$3,164.11	\$3,259.03	\$3,337.18	\$3,354.77	\$3,678.83
	27 Employee + Spouse	\$2,716.90	\$3,164.11	\$3,259.03	\$3,337.18	\$3,354.77	\$3,678.83
	21 Employee + Child(ren)	\$2,716.90	\$3,164.11	\$3,259.03	\$3,337.18	\$3,354.77	\$3,678.83
	60 Employee + Family	\$2,716.90	\$3,164.11	\$3,259.03	\$3,337.18	\$3,354.77	\$3,678.83
	135 PEPM Est. of Max Claims	\$2,716.90	\$3,164.11	\$3,259.03	\$3,337.18	\$3,354.77	\$3,678.83
	Est. Total/Mo	\$366,782	\$427,155	\$439,969	\$450,519	\$452,894	\$496,642
	Est. Total/Yr	\$4,401,378	\$5,125,858	\$5,279,629	\$5,406,232	\$5,434,727	\$5,959,705
	Est. Annual Change from Current		\$724,480 +16.5%	\$878,251 +20.0%	\$1,004,854 +22.8%	\$1,033,349 +23.5%	\$1,558,327 +35.4%
Est. Annual Change from Renewal			\$153,770 +3.0%	\$280,373 +5.5%	\$308,869 +6.0%	\$833,846 +16.3%	



Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

SELF FUNDED FIXED COSTS & CLAIMS SUMMARY for City of Valdez for April 1, 2025

	Meritain - Tokio Marine HCC	Meritain - Tokio Marine HCC	Meritain - Tokio Marine HCC	Meritain - Tokio Marine HCC	Moda - Moda	Premera - Premera
	Current	Renewal	Option 2	Option 3	Moda Option	Premera Option

Fixed Costs w/o Claims	PEPM of TPA & Network Fees	\$71.94	\$70.94	\$70.94	\$70.94	\$91.01	\$58.97
	PEPM of Stop Loss Premium	\$251.05	\$346.53	\$304.81	\$269.51	\$313.87	\$384.20
	PEPM of Other Fixed Costs						
	PEPM Est. of Total Fixed Costs	\$322.99	\$417.47	\$375.75	\$340.45	\$404.88	\$443.17
	Est. Monthly Total Fixed Costs	\$43,604	\$56,358	\$50,726	\$45,961	\$54,659	\$59,828
	135 Est. Annual Total Fixed Costs	\$523,244	\$676,301	\$608,715	\$551,529	\$655,906	\$717,935
	Est. Annual Change from Current		\$153,058 +29.3%	\$85,471 +16.3%	\$28,285 +5.4%	\$132,662 +25.4%	\$194,692 +37.2%
	Est. Annual Change from Renewal			(\$67,586) -10.0%	(\$124,772) -18.4%	(\$20,396) -3.0%	\$41,634 +6.2%

Fixed Costs & Claims at IMA's Expected	Specific Deductible	\$175,000	\$175,000	\$200,000	\$225,000	\$175,000	\$175,000
	Contract Term (Incurred Paid)	Paid	Paid	Paid	Paid	Paid	24/12
	Contract Coverage (Med, Rx, etc.)	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
	Aggregating Specific Deductible						
	PEPM of Fixed Costs	\$322.99	\$417.47	\$375.75	\$340.45	\$404.88	\$443.17
	PEPM of Expected Claims	\$2,545.41	\$2,938.35	\$2,938.35	\$2,938.35	\$2,938.35	\$2,938.35
	PEPM of Lasers/Other Claims Costs						
	PEPM Plan Costs at Expected	\$2,868.40	\$3,355.82	\$3,314.10	\$3,278.80	\$3,343.23	\$3,381.52
	Monthly Plan Costs at Expected	\$387,235	\$453,036	\$447,404	\$442,638	\$451,336	\$456,505
	135 Annual Plan Costs at Expected	\$4,646,816	\$5,436,428	\$5,368,842	\$5,311,656	\$5,416,033	\$5,478,062
	Est. Annual Change from Current		\$789,613 +17.0%	\$722,026 +15.5%	\$664,840 +14.3%	\$769,217 +16.6%	\$831,247 +17.9%
	Est. Annual Change from Renewal			(\$67,586) -1.2%	(\$124,772) -2.3%	(\$20,396) -0.4%	\$41,634 +0.8%

Fixed Costs & Claims at Max	Aggregate Corridor	125%	125%	125%	125%	125%	125%
	Contract Term (Incurred Paid)	Paid	Paid	Paid	Paid	Paid	24/12
	Contract Coverage (Med, Rx, etc.)	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx	Med, Rx
	PEPM of Fixed Costs	\$322.99	\$417.47	\$375.75	\$340.45	\$404.88	\$443.17
	PEPM of Max Claims	\$2,716.90	\$3,164.11	\$3,259.03	\$3,337.18	\$3,354.77	\$3,678.83
	PEPM of Lasers/Other Claims Costs						
	PEPM Plan Costs at Max	\$3,039.89	\$3,581.58	\$3,634.78	\$3,677.63	\$3,759.65	\$4,122.00
	Monthly Plan Costs at Max	\$410,385	\$483,513	\$490,695	\$496,480	\$507,553	\$556,470
	135 Annual Plan Costs at Max	\$4,924,622	\$5,802,160	\$5,888,344	\$5,957,761	\$6,090,633	\$6,677,640
	Est. Annual Change from Current		\$877,538 +17.8%	\$963,722 +19.6%	\$1,033,139 +21.0%	\$1,166,011 +23.7%	\$1,753,018 +35.6%
	Est. Annual Change from Renewal			\$86,184 +1.5%	\$155,601 +2.7%	\$288,473 +5.0%	\$875,480 +15.1%




Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

STOP LOSS DEDUCTIBLE REVIEW

Client Responsibility				Annual Specific Deductible Cost			
Claims > Indicated	Current ISL \$175,000	Proposed ISL \$200,000	Proposed ISL \$225,000		Current ISL Premium	Proposed ISL Premium	Proposed ISL Premium
April 1, 2024 - January 31, 2025				Current Stop Loss Costs			
\$665,810	\$175,000	\$200,000	\$225,000	Proposed ISL Premiums	\$175,000	\$200,000	\$225,000
\$375,676	\$175,000	\$200,000	\$225,000	Tokio Marine HCC	\$955,275	\$835,380	\$733,935
\$180,098	\$175,000	\$200,000	\$225,000				
				Annual Premium Difference from Incumbent Renewal ISL to Proposed Higher ISL			
				Tokio Marine HCC		(\$119,895)	(\$221,340)
\$1,221,584				Cost Neutral Ratio (Premium vs. Liability)			
Client's Total Difference	\$525,000	\$600,000	\$675,000	Tokio Marine HCC	N/A	▲ 4.80	▲ 4.43
	N/A	\$75,000	\$150,000				
April 1, 2023 - March 31, 2024				Number of Claimants in Excess of Stop Loss Level			
\$514,119	\$175,000	\$200,000	\$225,000	Period	\$125,000	\$200,000	\$225,000
\$396,611	\$175,000	\$200,000	\$225,000	April 1, 2024 - January 31, 2025	3	3	3
\$274,991	\$175,000	\$200,000	\$225,000	April 1, 2023 - March 31, 2024	4	3	3
\$193,398	\$175,000	\$193,398	\$193,398				
				Net Effect			
\$1,379,119				Tokio Marine HCC			
Client's Total Difference	\$700,000	\$793,398	\$868,398	April 1, 2024 - January 31, 2025	N/A	(\$44,895)	(\$71,340)
	N/A	\$93,398	\$168,398	April 1, 2023 - March 31, 2024	N/A	(\$26,497)	(\$52,942)

DENTAL SUMMARY for City of Valdez for April 1, 2025

	Meritain	Meritain	Moda	Premera
	Current	Renewal	Moda Option	Premera Option

Cost Sharing	Ded (single family)	\$25 \$75	\$25 \$75	\$25 \$75	\$25 \$75
	Max Benefits/year	\$2,500	\$2,500	\$2,500	\$2,500


In-Network Benefits	I - Diagnostic & Preventive (Plan Pays)	Plan pays 100%	Plan pays 100%	Plan pays 100%	Plan pays 100%
	◦ Frequency of Exams/Cleanings	2 visits per year	2 visits per year	2 visits per year	2 visits per year
	II - Basic (Plan Pays)	90% 10%	90% 10%	90% 10%	90% 10%
	III - Major (Plan Pays)	50% 50%	50% 50%	50% 50%	50% 50%
	IV - Ortho (Plan Pays)	50% 50%	50% 50%	50% 50%	50% 50%
	Periodontics	II	II	II	II
	Endodontics	II	II	II	II
	Dental Implants	III	III	III	III

Misc	Dependent Child Age Limit	19	19	19	Up to age 20
	Ortho Age Limit	19	19	19	50% up to lifetime max; 20 years
	Non-Contrib/Contrib/Voluntary	Voluntary	Voluntary	Voluntary	Voluntary

Self Funded Costs	Meritain - Current	Meritain - Renewal	Moda	Premera
Dental/Vision PEPM Admin Costs	\$2.35	\$2.35	\$6.84	\$2.50
Dental PEPM Claims Funding	\$145.82	\$150.09	\$161.45	\$161.45

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

VISION SUMMARY for City of Valdez for April 1, 2025

	Meritain	Meritain	Moda	Premera
	Current	Renewal	Moda Option	Premera Option

Cost Sharing	Exam Coinsurance	10%	10%	10%	10%
	Exam Frequency	12 Months	12 Months	12 Months	12 Months
	Materials Coinsurance	100%	100%	100%	100%
	Lens Frequency	12 Months	12 Months	12 Months	12 Months
	Frame Frequency	24 Months	24 Months	24 Months	24 Months
	Contacts Frequency	1 pair hard lenses or 12 month supply disposable per calendar year	1 pair hard lenses or 12 month supply disposable per calendar year	1 pair hard lenses or 12 month supply disposable per calendar year	1 pair hard lenses or 12 month supply disposable per calendar year

In-Network Benefits	Elective (Cosmetic) Contact Lenses	50%	50%	50%	50%
	Standard Frames	10% coinsurance, benefit paid up to \$200	10% coinsurance, benefit paid up to \$200	10% coinsurance, benefit paid up to \$200	10% coinsurance, benefit paid up to \$200
	Single Vision Lenses	10%	10%	10%	10%
	Bifocal Lenses	10%	10%	10%	10%
	Trifocal Lenses	10%	10%	10%	10%

Out-of-Network Benefits	Elective (Cosmetic) Contact Lenses	50%	50%	50%	50%
	Standard Frames	10% coinsurance, benefit paid up to \$200	10% coinsurance, benefit paid up to \$200	10% coinsurance, benefit paid up to \$200	10% coinsurance, benefit paid up to \$200
	Single Vision Lenses	10%	10%	10%	10%
	Bifocal Lenses	10%	10%	10%	10%
	Trifocal Lenses	10%	10%	10%	10%

Misc	Lasik	\$2,000 Lifetime Maximum	\$2,000 Lifetime Maximum	\$2,000 Lifetime Maximum	\$2,000 Lifetime Maximum
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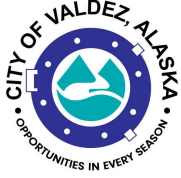
Self Funded Costs	Meritain - Current	Meritain - Renewal	Moda - Moda Option	Premera - Premera Option
Dental/Vision PEPM Admin Costs	\$1.05	\$1.05	\$2.18	\$1.00
Vision PEPM Claims Funding	\$36.51	\$46.25	\$71.52	\$71.52

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

CONTRIBUTION SUMMARY for City of Valdez for April 1, 2025



	Assumed Current Enrollment	2024 (Current) Plan year Budget Rates	2025 (Renewal) Plan year Budget Rates
Employee	27	\$1,302.49	\$1,459.10
Employee + Spouse	27	\$2,696.15	\$3,020.32
Employee + Child(ren)	21	\$2,526.83	\$2,830.65
Family	60	\$3,972.61	\$4,450.26
Total Enrolled	135		
PEPM Composite:	135	\$2,958.39	\$3,314.10
Monthly:		\$399,383	\$447,404
Annual Cost:		\$4,792,600	\$5,368,842
Annual Change:			\$576,242
Annual Percent Change:			12.0%



Legislation Text

File #: 25-0087, **Version:** 1

ITEM TITLE:

Discussion Item: Scrap Barge Project Update & Council Review

SUBMITTED BY: Nathan Duval, Capital Facilities Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Provide Council commentary on project plan and timeline

SUMMARY STATEMENT:

Capital Facilities, Nuisance Abatement, Solid Waste, Planning, & the Port have all been working with the selected consultant, Alaska Scrap & Recycling to formulate a comprehensive scrap metal removal program. The initial phase for 2025 includes processing metals at the landfill summer 25 and loading out in either the fall 25 or spring of 26.

Initial cost estimates will require expenditures of \$400-\$435/ton for the initial load out and processing. The City will recoup costs on the sale of the metals resulting in a net cost to the City of approximately \$200-250/ton. The first barge load is anticipated to be 1000-1300 tons.

The City will purchase and receive training on a vehicle processing rack for future program use.

The City will also provide public information on how to recycle privately owned scrap metals to ensure a full barge load.

Staff seeks concurrence from Council for the 2025 expenditure and will discuss financing options with Council to consider.

Alaska Scrap and Recycling LLC (ASR) has developed a comprehensive proposal for the Citywide Scrap Metal Removal project in Valdez, Alaska. This proposal outlines the scope of duties, project timelines, and cost estimates to efficiently manage and recycle scrap metal within the city.

OVERVIEW

In late 2024, the City of Valdez accepted ASR's proposal to develop a plan for the removal of scrap metal. The primary objective is to systematically collect, process, and transport scrap metal to an off-site disposal facility, ensuring environmental compliance and community safety.

PROJECT PLAN

Ferrous Metals

- **Mobilization and Processing (May/June 2025):** ASR will deploy a team and necessary equipment to the city's Construction and Demolition (C&D) site to process all the ferrous material. As of October 2024 it was estimated to be 1,000 tons.
- **Barge Logistics (September 2025):** ASR will arrange and secure a barge to ship all processed ferrous material. Prior to the barge's arrival, any additional ferrous material collected since the initial processing will be handled.
- **Barge Loadout:** ASR will manage all aspects of barge loading, including transporting materials from the C&D site.
- **Future Planning:** City officials will work to gain access to various scrap vehicle caches throughout Valdez. These areas will be targeted in future processing and shipping efforts, with ASR prepared to process materials either on-site or at the C&D location.

Nonferrous Metals

- **Program Development (Summer of 2025):** Assist City of Valdez staff to develop Nonferrous Metals collection similar to current brush and white goods systems at the baler facility.
- **Staff Training:** ASR will train City of Valdez staff on sorting and grading various types of nonferrous metals to ensure optimal returns.
- **Purchasing and Logistics:** ASR will purchase the city's nonferrous metals and coordinate/train proper sorting, market preparation to maximize return and shipping logistics in collaboration with Valdez staff. ASR will remain partners with City of Valdez after the program responsibilities are assumed by the City of Valdez staff and the two parties will maintain a buyer/seller relationship moving forward.

Car Processing

- **Equipment Recommendation:** ASR will recommend and facilitate the purchase of a car processing system for the city.

- **Processing and Training:** While processing ferrous metals, ASR will handle all stockpiled cars, removing hazardous fluids and preparing them for baling. This process will also serve as a training opportunity for city refuse employees.
- **Stockpiling:** The City of Valdez will begin accumulating cars for processing, eliminating the need to pay for external hauling services.

PHASE I PERFORMANCE ASSUMPTIONS

- All metal processing will occur at the City of Valdez landfill site.
- The city will provide ASR with unrestricted access to recyclable metal.
- ASR will assume possession and responsibility for ferrous metals as they leave the landfill to facilitate loading, shipping and sale.
- ASR will produce finished products and stage them at the landfill in preparation for transport.
- ASR will coordinate loading in Valdez and offloading in Tacoma, facilitating settlement of sales with its buyer.
- All metal, including cars, miscellaneous items, appliances, oversized material, or equipment, will be considered finished products once sorted, prepped, baled, and readied for transport.
- The vehicle processing location is to be determined but was initially discussed to be completed at the Bale Facility fire training area. This step involves removing all hazardous fluids to allow for safe transport and baling at the landfill.

Note: This phase excludes nuisance property cleanup, as each presents unique circumstances. Timing and approach for each situation will be developed in collaboration with the City of Valdez, property owners, and ASR as access becomes available.

PHASE I PROJECT TIMING FOR FERROUS METALS

- **May/June 2025:** Mobilize team and equipment to process ferrous material at the C&D site.
- **September 2025:** Arrange and secure a barge for shipping processed ferrous material.
- **Pre-Barge Arrival:** Process any additional ferrous material accumulated since the initial processing.
- **Barge Loadout:** Handle all aspects of barge loading, including trucking material from the C&D site.

PHASE I PROJECT EXPENSE RANGE, TIMING, MATERIAL SALE, AND TRUE-UP

- ASR will bill the City of Valdez for processing and barge loading fees in the month they occur, based on estimated tons produced.
- While processing metal at the landfill, ASR, at its own discretion, may elect to high-grade non-ferrous metals depending on recovery feasibility. High-graded non-ferrous would not be subject to ASR fees to process, as the cost to sort would be offset by the

value of the commodity to ASR. These tons would not create any expense to the City of Valdez.

- Third-party expenses, including barge, crane, demurrage, wharfage, and maritime insurance, will be passed through to the City of Valdez without markup. ASR will facilitate these expenses on behalf of the city.
- Final payment of tons sold will be used to reconcile estimated monthly processing payments made by the City of Valdez to ASR.
- The City of Valdez may elect to delay barging from one year to the next at its discretion.
- A per-unit fee will be charged for capturing all hazardous materials and shipping them for proper recycling or disposal.

PHASE I PROJECT ESTIMATE EXPENSE RANGE PER TON / VOLUME

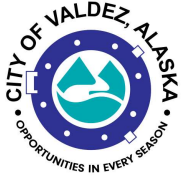
Tons Produced	1	1000	1250	1500	1750	2000
ASR to produce finished product	\$ 229.13	\$ 229,125.00	\$ 286,406.25	\$ 343,687.50	\$ 400,968.75	\$ 458,250.00
ASR barge loading expense	\$ 34.70	\$ 34,697.62	\$ 43,372.02	\$ 52,046.43	\$ 60,720.83	\$ 69,395.24
3rd party expenses for barging, wharfage, Nstar, etc.	\$ 165.00	\$ 165,000.00	\$ 206,250.00	\$ 247,500.00	\$ 288,750.00	\$ 330,000.00
SUBTOTAL COST TO MARKET	\$ 428.82	\$ 428,822.62	\$ 536,028.27	\$ 643,233.93	\$ 750,439.58	\$ 857,645.24
Market value of recycled metal per ton	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00	\$ 213.00
Total Market Value	\$ 213.00	\$ 213,000.00	\$ 266,250.00	\$ 319,500.00	\$ 372,750.00	\$ 426,000.00
NET cost/ton to City of Valdez	\$ 215.82	\$ 215.82	\$ 215.82	\$ 215.82	\$ 215.82	\$ 215.82

These costs are an estimate for planning and project approval. ASR costs per ton to produce finished product at \$229.13 per ton and load the barge at \$34.70 per ton are not estimates, however, I do not have pricing commitment for third party expenses at current time. The primary driver of this expense is the barge and dock availability after fall ammunition barge. The market value of the material per ton will be predicated on price when the barge arrives at buyer dock.

ASR is committed to providing efficient and environmentally responsible solutions for the City of Valdez's scrap metal removal needs. We look forward to a successful partnership in this endeavor.

Regards,

Jeff Riley
 General Manager
 Alaska Scrap & Recycling



Legislation Text

File #: 25-0088, **Version:** 1

ITEM TITLE:

Approval of Contract Award with Build Alaska General Contracting, LLC for the Library Window Replacement Project in the Amount of \$444,190.00

SUBMITTED BY: Austin Rake, Capital Facilities Project Manager

FISCAL NOTES:

Expenditure Required: \$444,190.00

Unencumbered Balance: \$593,145.00

Funding Source: 350-0310-55000.2106

RECOMMENDATION:

Approve the contract award with Build Alaska General Contracting, LLC for the Library Window Replacement Project in the amount of \$444,190.00

SUMMARY STATEMENT:

Project Description: Replacing the existing windows at the Valdez Public Library. Library windows are original construction, leaky and 16 years beyond useful life.

Bidding: Three quotes were received from Build Alaska General Contracting, H Construction, LLC and R Squared.

Construction Schedule: Contactor will have the vacant library for the entire month of August to complete the work.

Liquidated Damages: \$1000 / day

This project was originally bid in 2022 but was cancelled for insufficient funds and modified and rebid this year.

Summary of Proposals

Project: Library Window Replacement

Contract No. 1886

Bid Opening - February 6, 2025 at 2:00 P

Project Number 21-350-2106

Item #	Item	Quantity	Build Alaska		R Squared		H Construction LLC	
			Price	Extension	Price	Extension	Price	Extension
Bid Schedule Page 1 of 2								
1	Mobilization and demobilization - LS	1.0000	\$33,850.00	\$33,850.00	\$17,729.51	\$17,729.51	\$38,000.00	\$38,000.00
2	Removal and replacement of exterior windows within existing openings - LS	1.0000	\$337,980.00	\$337,980.00	\$410,990.42	\$410,990.42	\$452,000.00	\$452,000.00
3	Field Engineering submittals shop & record drawings, operating instructions, O&M manuals, and close-out punch list - LS	1.0000	\$42,360.00	\$42,360.00	\$14,608.44	\$14,608.44	\$62,000.00	\$62,000.00
4	Owners Contingency	1.0000	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$30,000.00
4 Items		Totals		\$444,190.00		\$473,328.37		\$582,000.00

The bid totals are subject to correction after the bids have been completely reviewed.

Totals have been reviewed
 Totals have been corrected



I hereby certify that the above is a true and correct summary of proposals received.

Austin Rabe

Project Manager

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: City of Valdez Library Window Replacement

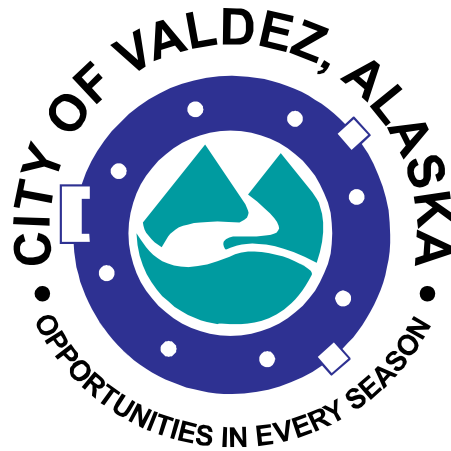
Project Number: 21-350-2106

Contract Number: 2293

Cost Code: 350-0310-55000.2106

Issued for Construction

Date: January 9th, 2025



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:
BDS Architects
701 W. 8th Ave., Suite 420
Anchorage, AK 99501



**City of Valdez
Contract Documents**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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Specifications Titled “City of Valdez Library Window Replacement-Specifications”_____		Attached
City of Valdez Library Window Replacement-HAZMAT Report_____		Attached



**City of Valdez
Invitation to Bid**

Date: January 9th, 2025

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

This project includes, but is not necessarily limited to:

Removal and replacement of exterior windows within the existing openings. Contractor to verify all dimensions that affect the work including but not limited to fenestration rough openings and existing window sizes. Contractor to adjust all new window sizes to accommodate field conditions and a minimum ½” sealant joints at perimeter of all new windows prior to submitting shop drawings or ordering any products. No work is to begin until all materials are on site.

All questions are to be submitted through bid express by 2:00pm on January 30th, 2025.

Sealed bids will be accepted electronically until 2:00 pm local time on February 6th, 2025 at www.bidexpress.com. The bids will be publicly opened at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on January 23rd, 2025 at 2:00 pm.

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.

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.



**City of Valdez
Instructions to Bidders**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

CAUTION:

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

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

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

1. General

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

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

2. Explanation to Bidders

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



3. Site Conditions

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

4. Addenda Requirements

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

5. Submissions of Bids

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

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

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

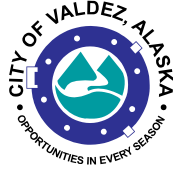
For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

6. Preparation of Bids

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

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

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



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

15. 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 January 23rd, 2025 at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

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



**City of Valdez
Addendum Acknowledgement**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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

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

See Attached Electronic Exhibit A

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 1/31/25

Initials *

TVL

Company Name *

Build Alaska General Contracting, LLC

Authorizing Name *

Todd VanLiere

Date *

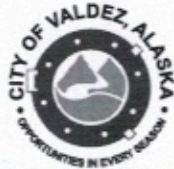
01-06-2025

Title *

Managing Member

Signature *

Todd VanLiere



City of Valdez
Non-Collusion Affidavit

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

(to be executed prior to award)

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

I, TODD VANLIERE, of BUILD ALASKA LLC, being duly sworn, do depose and state:

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

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

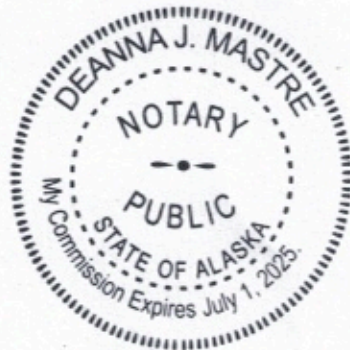
Located at Valdez, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

[Signature]
Signature

Subscribed and sworn to this 06TH day of FEB., 2025.

Deanna Mastro
Notary Public

My Commission Expires: 7-1-25





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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Item Price</u>
1	Mobilization and demobilization	All Req'd	LS	
2	Removal and replacement of exterior windows within existing openings	All Req'd	LS	
3	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punch list	All Req'd	LS	

See Attached Electronic Exhibit B

Bid Schedule Page 1 of 2**\$414,190.00**

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
1	Mobilization and demobilization	1.0000	LS	\$33,850.00	\$33,850.00
2	Removal and replacement of exterior windows within existing openings	1.0000	LS	\$337,980.00	\$337,980.00
3	Field Engineering submittals shop & record drawings, operating instructions, O&M manuals, and close-out punch list	1.0000	LS	\$42,360.00	\$42,360.00
					Total: \$414,190.00



City of Valdez
Bid Schedule
Page 2 of 2

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

Total Base Bid Amount:

_____ Dollars _____ Cents
(\$ _____)

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

Respectfully submitted this _____ day of _____, 202__

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

CORPORATE SEAL

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

ATTEST:

Signature of Corporate Sec.

Print Name

See Attached Electronic Exhibit C

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 *

Build Alaska General Contracting, LLc

Authorizing Name *

Todd VanLiere

Address *

818 Smokey Bay Way #235

Date *

02/06/2025

City, State, Zip Code *

Homer AK 9960

Title *

Managing Member

Telephone Number *

(907) 399-7484

Signature (typed) *

Todd VanLiere

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

55-0889437



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

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

as Principal, hereinafter called the Principal, and

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

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

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

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

Dollars (\$ _____),

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

Whereas, the Principal has submitted a bid for

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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

Signed and sealed this _____ day _____, 202_____

(Witness)

(Principal) (Seal)

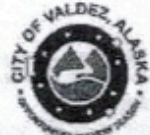
(Title)

(Witness)

(Surety) (Seal)

(Title)

See Attached Electronic Exhibit D



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Build Alaska General Contracting LLC
818 Smoky Bay Way # 235
Homer, AK 99603

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

as Principal, hereinafter called the Principal, and

Western National Mutual Insurance Company
PO Box 1463 Minneapolis, MN 55440

(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 attached bid

Dollars (\$ 5% of attached bid),

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: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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 4 day or February, 2025

(Witness)

(Principal)

(Seal)

Todd Vanliere, Member

(Title)

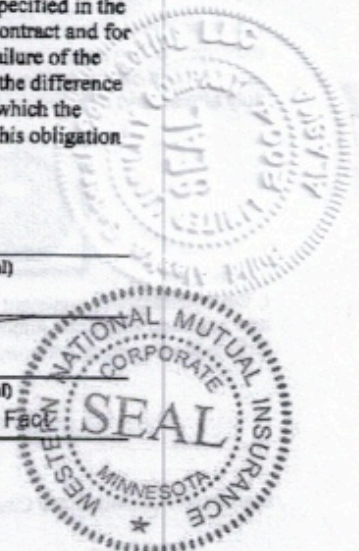
(Witness)

(Surety)

(Seal)

Christopher Pobieglo, Attorney in Fact

(Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Angie M Pobioglio, Christopher S Pobioglio, Eric VanHorne, Geoffrey S Willis

Business Insurance Associates (#009691)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

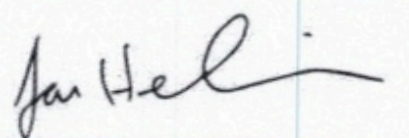
and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

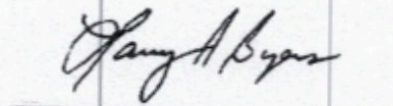
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



Jon R. Hebeisen, Secretary

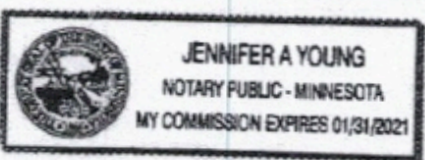


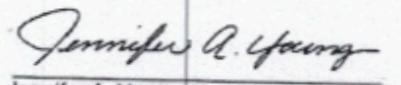


Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



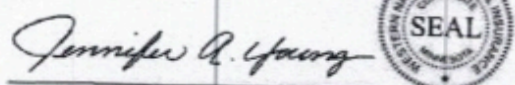


Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 4 day of February, 2025



Jennifer A. Young, Assistant Secretary



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

BUILD ALASKA GENERAL CONTRACTING, LLC

818 SMOKY BAY WAY STE #235, HOMER, AK 99603

owned by

BUILD ALASKA GENERAL CONTRACTING, LLC

is licensed by the department to conduct business for the period

October 12, 2023 to December 31, 2025
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

License #: CONE39660
Effective: 2/3/2025
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: **BUILD ALASKA GENERAL CONTRACTING, LLC**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **BUILD ALASKA GENERAL CONTRACTING, LLC**

Commissioner: Julie Sande

Relationships

No relationships found.

Designations

No designations found.

BUILD ALASKA GENERAL CONTRACTING
818 SMOKY BAY WAY STE # 235
HOMER, AK 99603

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		
BUILD ALASKA GENERAL CONTRACTING, LLC		
DBA: BUILD ALASKA GENERAL CONTRACTING, LLC		
As		
General Contractor Without Residential Contractor Endorsement		
License CONE39660	Effective 2/3/2025	Expires 09/30/2026

BUILD ALASKA GENERAL CONTRACTING, LLC
818 SMOKY BAY WAY STE #235
HOMER, AK 99603



City of Valdez
Agreement Page 1 of 2

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

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 **Build Alaska General Contracting, LLC** doing business as an individual, partnership, a corporation (strike out inapplicable words) located in Homer, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

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: four hundred thirty four thousand and one hundred and ninety dollars and zero cents \$434,190.00. The base bid for this project is four hundred and fourteen thousand and one hundred and ninety dollars and zero cents (\$414,190.00) with a thirty thousand dollar and zero cent \$30,000.00 owner's contingency that is used at the owners discretion and is not required to be paid to 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 August 31st, 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 of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.



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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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.

COMPANY NAME

City of Valdez, Alaska, Authorized

Signature

Dennis Fleming, Mayor

Name

Date

Title

Attested:

Sheri L. Pierce, MMC, City Clerk

Date

Date

Mailing Address

Recommended:

City, State, Zip Code

John Douglas, City Manager

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

Date

Corporate Secretary

Nathan Duval, Capital Facilities Director

Date

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

Attest: _____
Corporate Secretary

Jon S. Wakeland

Date



**City of Valdez
Corporate Acknowledgement**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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

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

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

(Name of Officer)

(Title of Officer)

(Name of Corporation)

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

Notary Public

My Commission Expires: _____



City of Valdez
Non-Collusion Affidavit

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

(to be executed prior to award)

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

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

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

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

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

Signature

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

Notary Public

My Commission Expires: _____



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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

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

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

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

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

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

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

WHEREAS,

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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

in accordance with Drawings and Specifications prepared by

**BDS Architects
701 W. 8th Ave., Suite 420
Anchorage, AK 99501**

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



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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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__

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

KNOW ALL MEN BY THESE PRESENTS: that

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

as Principal, hereinafter called Contractor, and ,

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

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

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$)

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

WHEREAS,

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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

in accordance with Drawings and Specifications prepared by

BDS Architects
701 W. 8th Ave., Suite 420
Anchorage, Ak 99501

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



**City of Valdez
Performance Bond**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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

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

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

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

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

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

Signed and Sealed this ____ day of _____, 20 ____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



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

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

CONTRACTOR: _____

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

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

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

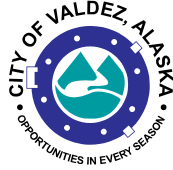
Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



City of Valdez
Contract Release Page 1 of 2

Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

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: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293

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: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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**City of Valdez
Special Provisions**

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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:

Removal and replacement of exterior windows within the existing openings. Contractor to verify all dimensions that affect the work including but not limited to fenestration rough openings and existing window sizes. Contractor to adjust all new window sizes to accommodate field conditions and a minimum ½” sealant joints at perimeter of all new windows prior to submitting shop drawings or ordering any products. No work is to begin until all materials are on site. Water intrusion mitigation will also be required for this project, as to not allow damage to the interior of the library. No substitutions will be allowed from the approved manufacturer’s list in the specifications list in the COV bidding documents.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by August 31st, 2025. The library will shut down from August 1st, 2025 through August 31st, 2025 to allow time for the contractor to complete the work.

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

No window demolition can take place until the new windows are on site and inspected to verify that none of the new units arrived broken, cracked or damaged.

The Contractor will have all library operations closed from from August 1st, 2025 through August 31st, 2025 to complete the work. COV maintenance may be present if needed.

All offices and impacted areas will be left free of debris and construction materials after project completion.

The contractor will need to furnish a port-a-potty for their worker's use. These are available locally through Petro Management Services at (907) 835-8990.

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.

Local building permit fees are waived. The Contractor will be responsible for obtaining local building permits before the NTP is issued. The Contractor will need to call the City Building Department at 907-834-3401. The contractor is responsible for calling the Building Dept for inspections. They require a 24 hour notice before making inspections.

A staging area will be available on site. The exact location will be coordinated with the contractor after bid award.

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

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

The contractor will need to make provisions to keep the interior spaces of the building between 65°F - 70°F during the period of time the existing windows are removed and new windows are installed. Additional provisions will be necessary to prevent the entry of rain, insects, rodents, wind, dust, etc., into the building while the windows are being replaced.



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. 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 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawings and specifications titled "City of Valdez Window Replacement-Drawings and City of Valdez Window Replacement-Specifications". These drawings are by reference included herein.



City of Valdez

Modifications and Additions to the Standard Specifications

**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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Division 40	Asphalt	
Division 50	Sanitary Sewers Systems	
Division 55	Storm Drains	
Division 60	Water Systems	
Division 65	Construction Surveys	
Division 70	Miscellaneous	
Division 75	Landscaping	
Division 90	Details	



City of Valdez

Modifications and Additions to the Standard Specifications

Project: City of Valdez Library Window Replacement Project Number: 21-350-2106 / Contract Number: 2293

Division 10 Standard General Provisions

Article 4.17 Record Drawings

Add the following:

The Contractor shall maintain on the job site one complete set of drawings and specifications on which all items located at the job site and all changes of material, equipment, or dimensions shall be recorded and kept current on a daily basis and shall be made available to the City of Valdez at all times. This shall include the work of the entire scope of the project and subtrades. Progress pay estimates will not be processed if the City of Valdez determines that the Contractor has failed to keep “Record Drawings” as specified. Work shall be neat and legible and, upon completion of the job, shall be turned over to the City of Valdez with a certification of correctness.

Article 5.5 Shop Drawings, G. Resubmittal

Add the following:

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

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

Any request for final payment for work accomplished within the calendar fiscal year (January 1st to December 31st) must be received by the city no later than January 31st of the following year. Failure to provide a request for final payment by January 31st for work accomplished the



previous year will delay payment. Failure to provide a request for payment by January 31st for work accomplished the previous year will be subject to a penalty. Penalty may be assessed at a minimum of \$1000 and up to 5% of the invoice not to exceed \$10,000.



**City of Valdez
Minimum Prevailing Wage Rates**

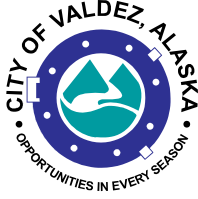
**Project: City of Valdez Library Window Replacement
Project Number: 21-350-2106 / Contract Number: 2293**

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.



CITY OF VALDEZ
Project Title: Library Windows Replacement
Project No.: 21-350-2106
Contract No.: 2293

TO: All Recipients

Date: 1/30/2025

SUBJECT: Addendum No.1

This one (1) 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:

Question: The Hazardous Materials Assessment page 14 states that the location of asbestos window sealants is unknown. Please clarify how this scope should be bid; should the contractor assume all windows being removed require abatement procedures?

Answer: All windows will require abatement procedures, and the removal of ACM window sealants is indicated on drawings A4.01 and A4.02. Worker Exposure Monitoring is required by OSHA. No clearances are required as long as ACM sealants remain non-friable.

Question: Is anything allowed to happen on the exterior of the building prior to August 1st? For example: could the abatement remove the caulking as long as nothing on interior is touched?

Answer: The City of Valdez will allow exterior sealant abatement to occur no earlier than July 21st, 2025 if all areas where sealant is abated are covered immediately with a watertight barrier that is firmly attached to prevent wind and rain intrusion into the building. All other activities shall not commence prior to August 1, 2025

End of Addendum

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

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

MINIMUM RATES OF PAY For Laborers and Mechanics

Effective September 1, 2024

Issue 49

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT
Wage and Hour

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September 1, 2024

TO ALL CONTRACTING AGENCIES:

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Catherine Muñoz".

Catherine Muñoz
Commissioner

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In this chapter and in AS 36

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

ADDITIONAL INFORMATION

PER DIEM

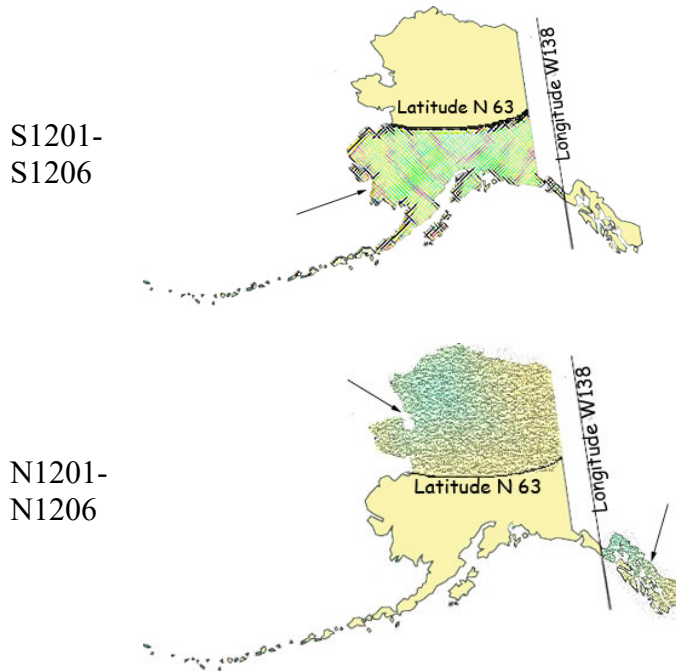
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

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

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

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

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

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

*See per diem note on last page

A0101	Boilermaker (journeyman)	51.08	8.57	18.72	2.50	VAC 4.25 SAF 0.34	85.46
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Bricklayers & 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
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Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite 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
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Cleaner (PCC)

A0203	Marble & Tile Finisher	40.91		8.83	0.53	L&M 0.20 ANU 2.45	52.92
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Terrazzo Finisher

A0204	Torginal Applicator	40.91		8.83	0.53	L&M 0.20 ANU 2.45	52.92
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Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	48.54	8.75	15.82	1.75	L&M 0.10 SAF	74.96
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Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	48.54	8.75	16.36	1.75	L&M 0.10 SAF	75.50
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Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

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

Cement Masons
 *See per diem note on last page

A0401	Group I, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- Application of Sealing Compound
- Application of Underlayment
- Building, General
- Cement Finisher
- Cement Mason (journeyman)
- Concrete
- Concrete Paving
- Concrete Polishing
- Concrete Repair
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- General Concrete Pour Tender
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Screeder or Rodder
- Spackling/Skim Coating

A0402	Group II, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- Form Setter

A0403	Group III, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- Concrete Saw Cutter Operator (All Control Joints and Self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator (all concrete surfaces)

A0404	Group IV, including:	46.93	8.80	11.80	1.53		L&M 0.10	69.16
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- Acoustical or Imitation Acoustical Finish
- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder

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

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

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

A0405	Group V, including:	46.93	8.80	11.80	1.53		L&M	69.16
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Support and control of all concrete 3D printing operations							
	Use of 3D structural and architectural printing and finishes							
	Use of sustainable materials and equipment practices							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							

Culinary Workers

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

Dredgemen
*See per diem note on last page

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

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

A0601	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
A0608	Oiler (dredge)	48.70	11.75	15.50	1.05	L&M 0.10	77.10

Electricians
*See per diem note on last page

A0701	Inside Cable Splicer	50.94	14.40	14.42	0.95	L&M 0.25	LEG 0.15	81.11
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	50.94	14.40	14.42	0.95	L&M 0.25	LEG 0.15	81.11
A0703	Power Cable Splicer	70.34	14.40	19.30	0.95	L&M 0.25	LEG 0.15	105.39
A0704	Tele Com Cable Splicer	54.03	14.40	18.02	0.95	L&M 0.25	LEG 0.15	87.80
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	68.59	14.40	19.25	0.95	L&M 0.25	LEG 0.15	103.59
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	52.28	14.40	17.97	0.95	L&M 0.25	LEG 0.15	86.00

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

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

A0707	Straight Line Installer - Repairman	52.28	14.40	17.97	0.95	L&M	LEG	86.00
A0708	Powderman	66.59	14.40	19.19	0.95	L&M	LEG	101.53
A0710	Material Handler	28.82	14.52	5.86	0.15	L&M	LEG	49.65
A0712	Tree Trimmer Groundman	32.26	14.40	14.52	0.15	L&M	LEG	61.63
A0713	Journeyman Tree Trimmer	41.32	14.40	14.79	0.15	L&M	LEG	70.96
A0714	Vegetation Control Sprayer	44.92	14.40	14.90	0.15	L&M	LEG	74.67
A0715	Inside Journeyman Communications CO/PBX	50.94	14.40	14.42	0.95	L&M	LEG	81.11

Elevator Workers
*See per diem note on last page

A0802	Elevator Constructor	48.00	16.17	20.96	0.75	L&M	VAC	92.51
A0803	Elevator Constructor Mechanic	68.57	16.17	20.96	0.75	L&M	VAC	115.36

Heat & 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	LML	65.90
N0903	Asbestos Abatement/General Demolition All Systems	43.85	9.24	11.12	1.50	IAF	LML	65.90
N0904	Insulator, Group II	43.85	9.24	11.12	1.50	IAF	LML	65.90
N0905	Fire Stop	43.85	9.24	11.12	1.50	IAF	LML	65.90

Heat & Frost Insulators/Asbestos Workers (South of 63rd Parallel)
*See per diem note on last page

S0902	Asbestos Abatement-Mechanical Systems	43.35	9.24	11.12	1.50	IAF	LML	65.40
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Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers (South of 63rd Parallel)

*See per diem note on last page

S0903	Asbestos Abatement/General Demolition All Systems	43.35	9.24	11.12	1.50	0.14	0.05	65.40
						IAF	LML	
S0904	Insulator, Group II	43.35	9.24	11.12	1.50	0.14	0.05	65.40
						IAF	LML	
S0905	Fire Stop	43.35	9.24	11.12	1.50	0.14	0.05	65.40
						IAF	LML	

IronWorkers

*See per diem note on last page

A1101	Ironworkers, including:	46.49	10.16	26.45	0.87	0.20	0.24	84.41
						L&M	IAF	
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
A1102	Helicopter	47.49	10.16	26.45	0.87	0.20	0.24	85.41
						L&M	IAF	
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							
A1103	Fence/Barrier Installer	42.99	10.16	26.45	0.87	0.20	0.24	80.91
						L&M	IAF	
A1104	Guard Rail Layout Man	43.73	10.16	26.45	0.87	0.20	0.24	81.65
						L&M	IAF	
A1105	Guard Rail Installer	43.99	10.16	26.45	0.87	0.20	0.24	81.91
						L&M	IAF	

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

*See per diem note on last page

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

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

*See per diem note on last page

						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							

N1202	Group II, including:	39.25	9.95	21.51	1.65	0.30	0.20	72.86
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Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
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

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

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

*See per diem note on last page

						L&M	LEG	
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	
S1201	Group I, including:	38.25	9.95	21.51	1.65	0.30	0.20	71.86

- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)

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

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

*See per diem note on last page

						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							

						L&M	LEG	
S1202	Group II, including:	39.25	9.95	21.51	1.65	0.30	0.20	72.86
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							

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

Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

						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)								

S1204 Group IIIA	44.28	9.95	21.51	1.65	0.30	0.20	77.89	
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Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
S1204	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	
S1205	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	
S1206	Group IIIB	50.11	5.90	21.51	1.65	0.30	0.20	79.67
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

Millwrights
 *See per diem note on last page

						L&M		
A1251	Millwright (journeyman)	55.42	8.75	15.00	1.11	0.20	0.25	80.73
A1252	Millwright Welder	56.42	8.75	15.00	1.11	0.20	0.25	81.73

Painters, Region I (North of N63 latitude)
 *See per diem note on last page

						L&M		
N1301	Group I, including:	40.33	9.97	15.10	1.10	0.10		66.60
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							

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

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

*See per diem note on last page

N1301	Group I, including:	40.33	9.97	15.10	1.10	L&M 0.10	66.60
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Roll

N1302	Group II, including:	40.85	9.97	15.10	1.10	L&M 0.10	67.12
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- 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
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- Glazier
- Storefront/Automatic Door Mechanic

N1305	Group V, including:	39.66	9.97	5.00	1.10	0.10	55.83
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- 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
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- Traffic Control Striper

Painters, Region II (South of N63 latitude)

*See per diem note on last page

S1301	Group I, including :	35.97	9.97	17.45	1.10	L&M 0.10	64.59
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- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Painters, Region II (South of N63 latitude)

*See per diem note on last page

S1301	Group I, including :	35.97	9.97	17.45	1.10	L&M 0.10	64.59
	Spray						
S1302	Group II, including :	37.22	9.97	17.45	1.10	L&M 0.10	65.84
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	37.32	9.97	17.45	1.10	L&M 0.10	65.94
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						
S1304	Group IV, including:	45.20	9.97	17.25	1.10	L&M 0.10	73.62
	Glazier						
	Storefront/Automatic Door Mechanic						
S1305	Group V, including:	39.66	9.97	5.00	1.10	L&M 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						

Piledrivers

*See per diem note on last page

A1401	Piledriver	48.54	8.75	15.82	1.75	L&M 0.10	IAF 74.96
	Assistant Dive Tender						
	Carpenter/Piledriver						
	Rigger						
	Sheet Stabber						

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

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

A1401	Piledriver	48.54	8.75	15.82	1.75	L&M	IAF	74.96
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	49.54	8.75	15.82	1.75	L&M	IAF	75.96
A1403	Remotely Operated Vehicle Pilot/Technician	52.85	8.75	15.82	1.75	L&M	IAF	79.27
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) **See note on last page	92.65	8.75	15.82	1.75	L&M	IAF	119.07
A1405	Diver (standby) **See note on last page	52.85	8.75	15.82	1.75	L&M	IAF	79.27
A1406	Dive Tender **See note on last page	51.85	8.75	15.82	1.75	L&M	IAF	78.27
A1407	Welder (American Welding Society, Certified Welding Inspector)	54.10	8.75	15.82	1.75	L&M	IAF	80.52

Plumbers, Region I (North of N63 latitude)
*See per diem note on last page

N1501	Journeyman Pipefitter	51.66	12.45	18.70	1.75	L&M	S&L	85.76
	Plumber							
	Welder							

Plumbers, Region II (South of N63 latitude)
*See per diem note on last page

S1501	Journeyman Pipefitter	44.50	13.88	16.02	2.30	L&M		76.90
	Plumber							
	Welder							

Plumbers, Region IIA (1st Judicial District)
*See per diem note on last page

X1501	Journeyman Pipefitter	48.00	15.17	12.25	2.95	L&M		78.61
	Plumber							
	Welder							

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

Power Equipment Operators

*See per diem note on last page

						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						

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

Power Equipment Operators
 *See per diem note on last page

						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	
A1602 Group IA, including:	52.39	11.75	15.50	1.05	0.10		80.79
Camera/Tool/Video Operator (Slipline) Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours) Cranes (over 45 tons or 150 feet including jib & attachments) (a) Clamshells & Draglines (over 3 yards) (b) Tower Cranes Licensed Water/Waste Water Treatment Operator Loaders (over 5 yards) Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt) Power Plants (1000 k.w. & over) Profiler, Reclaimer, and Roto-Mill Quad Scrapers (over 40 yards) Screed Shovels, Backhoes, Excavators with all attachments (over 3 yards) Sidebooms (over 45 tons) Slip Form Paver, C.M.I. & similar types Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)							

						L&M	
A1603 Group II, including:	49.52	11.75	15.50	1.05	0.10		77.92
Boiler - Fireman							

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

Power Equipment Operators
 *See per diem note on last page

A1603 Group II, including:	49.52	11.75	15.50	1.05	L&M 0.10	77.92
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- 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

A1604 Group III, including:	48.70	11.75	15.50	1.05	L&M 0.10	77.10
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power (sweeper, elevator, vacuum, or similar)
- Bump Cutter
- Compressor
- Farm Tractor
- Forklift, Industrial Type
- Gin Truck or Winch Truck (with poles when used for hoisting)
- Hoists, Air Tuggers, Elevators
- Loaders:
 - (a) Elevating-Athey, Barber Greene & similar types
 - (b) Forklifts or Lumber Carrier (on construction job sites)
 - (c) Forklifts, (with tower)
 - (d) Overhead & Front End, (under 2-1/2 yards)
- Locomotives: Dinkey (air, steam, gas & electric) Speeders
- Mechanics, Light Duty
- Oil, Blower Distribution
- Posthole Digger, Mechanical
- Pot Fireman (power agitated)
- Power Plant, Turbine Operator, (under 200 k.w.)
- Pumps, Water
- Roller (other than Asphalt)
- Saws, Concrete
- Skid Hustler
- Skid Steer (with all attachments)
- Stake Hopper

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

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

A1604	Group III, including:	48.70	11.75	15.50	1.05		L&M 0.10	77.10
	Straightening Machine							
	Tow Tractor							

A1605	Group IV, including:	41.66	11.75	15.50	1.05		L&M 0.10	70.06
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

Roofers
 *See per diem note on last page

A1701	Roofer & Waterproofer	49.62	13.75	3.91	0.81		L&M 0.10	0.06	68.25
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A1702	Roofer Material Handler	36.23	13.75	3.91	0.81		L&M 0.10	0.06	54.86
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Sheet Metal Workers, Region I (North of N63 latitude)
 *See per diem note on last page

N1801	Sheet Metal Journeyman	54.00	12.80	15.94	1.80		L&M 0.12		84.66
	Air Balancing and duct cleaning of HVAC systems								
	Brazing, soldering or welding of metals								
	Demolition of sheet metal HVAC systems								
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work								
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment								
	Fabrication and installation of louvers and hoods								
	Fabrication and installation of sheet metal lagging								
	Fabrication and installation of stainless steel commercial or industrial food service equipment								
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems								
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work								
	Metal lavatory partitions								
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work								

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

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

*See per diem note on last page

N1801	Sheet Metal Journeyman	54.00	12.80	15.94	1.80		L&M 0.12		84.66
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- 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

S1801	Sheet Metal Journeyman	48.75	12.80	15.30	2.06		L&M 0.43		79.34
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- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- 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

A1901	Sprinkler Fitter	56.61	11.91	18.35	0.54		L&M 0.25		87.66
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Surveyors

*See per diem note on last page

A2001	Chief of Parties	57.54	12.98	14.14	1.25		L&M 0.10		86.01
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Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Surveyors
*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 Person)/Stake Hop/Grademan	48.29	12.98	14.14	1.25	L&M 0.10	76.76
A2006	Chain Person (for crews with more than 2 people)	43.46	12.98	14.14	1.25	L&M 0.10	71.93

Truck Drivers
*See per diem note on last page

A2101	Group I, including: Air/Sea Traffic Controllers Ambulance/Fire Truck Driver (EMT certified) Boat Coxswain Captains & Pilots (air & water) Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment) Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards Fueller Helicopter Transporter Liquid Vac Truck/Super Vac Truck Material Coordinator or Purchasing Agent Oil Distributor Truck Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated) Semi with Double Box Mixer Tireman, Medium Duty (Truck Tires up to 1200-24") Water Wagon (250 Bbls and above)	49.51	12.98	14.14	1.25	L&M 0.10	77.98
A2102	Group 1A including: Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated) Jeeps (driver under load) Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated) Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)	50.92	12.98	14.14	1.25	L&M 0.10	79.39

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

Truck Drivers

*See per diem note on last page

						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

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

Truck Drivers
 *See per diem note on last page

							L&M	
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)							

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

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
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	
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							

						L&M	LEG	
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)							

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

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
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	LEG	
S2202	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	
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							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
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
A2208	Group IA	57.63	11.75	15.50	1.05	0.10		86.03
A2209	Group II	54.47	11.75	15.50	1.05	0.10		82.87
A2210	Group III	53.57	11.75	15.50	1.05	0.10		81.97
A2211	Group IV	45.83	11.75	15.50	1.05	0.10		74.23

* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

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

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

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



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

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

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

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

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

TITLE 36. Public Contracts

Wage and Hour Administration

Pamphlet 400 - Statutes and Regulations

January 2021

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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Disclaimer:

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

**ALASKA STATUTES
TITLE 36. PUBLIC CONTRACTS**

CHAPTER 05. WAGES AND HOURS OF LABOR.

Section:

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
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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. Notice of work and completion; withholding of payment.

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

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

(c) A contracting agency

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

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

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

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

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

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

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

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

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

Sec. 36.05.050. Hours to constitute day's work. [Repealed by § 1 ch 3 SLA 1973.]

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

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

(b) Repealed by § 17 ch 142 SLA 1972.

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

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

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

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

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

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

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

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

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

Sec. 36.05.110. Contracts entered into without advertising.

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

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

ARTICLE 2. GENERAL PROVISIONS

Section:

900. Definition

Sec. 36.05.900. Definition.

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

CHAPTER 10. EMPLOYMENT PREFERENCE

Section:

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

Sec. 36.10.005. Legislative findings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The legislature further finds that

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

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

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

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

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

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

(d) The legislature finds that

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

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

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

Sec. 36.10.006. Statement of purpose.

[Repealed § 16 ch 20 SLA 2002.]

Sec. 36.10.007. State policy.

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

(§ 1 ch 69 SLA 1985)

Sec. 36.10.010. Employment preference.

[Repealed § 11 ch 33 SLA 1986.]

Sec. 36.10.020. Apprentices.

Apprentices must be properly registered apprentices in their particular craft.

(§ 1c ch 177 SLA 1960)

Sec. 36.10.030. Reduction of work force.

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

(§ 1d ch 177 SLA 1960)

Sec. 36.10.040. Application to contracts involving federal funds.

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

(§ 2 ch 177 SLA 1960)

Sec. 36.10.050. Employment of aliens.

[Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.060. Employment of prisoners.

[Repealed by § 6 ch 53 SLA 1982.]

Sec. 36.10.070. Unavailability of preferred workers.

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

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

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

Sec. 36.10.075. Regulations.

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

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

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

Sec. 36.10.076. Notifications by state or political subdivision.

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

(§ 3 ch 208 SLA 1972)

Sec. 36.10.080. Chapter incorporated in contracts.

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

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

Sec. 36.10.090. Publication of list of violators.

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

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

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

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

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

Sec. 36.10.100. Retainage and Penalty.

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

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

Sec. 36.10.110. Definitions.

[Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.120. Investigations and hearings.

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

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

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

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

Sec. 36.10.125. Enforcement.

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

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

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

- (1) the intent of the private person to bring an action under this subsection;
- (2) the specific violation complained of; and
- (3) the name of the person accused of the violation.

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

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

Sec. 36.10.130. Resident hire report.

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

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

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

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

- (1) is receiving unemployment benefits under AS 23.20 or would be eligible to receive benefits but has exhausted them;
- (2) is not working and has registered to find work with a public or private employment agency or a local hiring hall;
- (3) is underemployed or marginally employed as defined by the department; or
- (4) has completed a job-training program approved by the department and is either not employed or is engaged in employment that does not use the skills acquired in the job-training program.

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

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

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

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.150. Determination of zone of underemployment.

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

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

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

- (1) the rate of unemployment within the zone is substantially higher than the national rate of unemployment;
- (2) a substantial number of residents in the zone have experience or training in occupations that would be employed on a public works project;
- (3) the lack of employment opportunities in the zone has substantially contributed to serious social or economic problems in the zone; and
- (4) employment of workers who are not residents is a peculiar source of the unemployment of residents of the zone. (§ 5 ch 33 SLA 1986)

Sec. 36.10.180. Projects subject to preference.

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

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

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

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

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

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

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

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

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

Sec. 36.10.190. Reporting provisions.

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.200. Criminal penalties.

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.210. Civil penalties.

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

(1) made a false sworn statement; or

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

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.900. Severability.

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.990. Definitions.

In this chapter

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

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

(§ 5 ch 33 SLA 1986)

CHAPTER 15. ALASKA PRODUCT PREFERENCES.

ARTICLE 1. FOREST PRODUCTS PREFERENCE

Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 36.25.025. Optional municipal exemption.

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

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

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

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

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

(§ 1 ch 81 SLA 1978)

CHAPTER 95. GENERAL PROVISIONS**Section:**

10. Definitions

Sec. 36.95.010. Definitions.

In this title, unless the context requires otherwise,

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

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

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

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

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

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

(7) "wages" includes fringe benefits.

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

**ALASKA ADMINISTRATIVE CODE
TITLE 8. LABOR**

PART 2. RESIDENT EMPLOYMENT

CHAPTER 30. PUBLIC CONTRACTS.

Article:

1. Wages and Hours
(8 AAC 30.010 – 8 AAC 30.040)
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)
5. Debarment
(8 AAC 30.200 – 8 AAC 30.240)
6. 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. Fringe Benefit Contributions.

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

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

(1) plan contributions must be

(A) irrevocable;

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

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

(D) non-discretionary;

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

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

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

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

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

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

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

(1) a copy of the plan;

(2) a copy of the plan adoption agreement;

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.070

8 AAC 30.027. Notice of violation requiring withholding.

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.070

8 AAC 30.030. Notification of withholding accrued payments.

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

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid.

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

Authority: AS 36.05.030 AS 36.05.070

8 AAC 30.040. Notification of Termination of Contract.

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

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

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

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

Authority AS 36.05.030 AS 36.05.080

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

50. Wage Scale

8 AAC 30.050. Wage Scale.

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

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

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

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

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

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

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

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

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

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

(3) the job class or classes involved;

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

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

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

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

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

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

Authority: AS 36.05.010 AS 36.05.030
AS 36.05.070

Editor's note:

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

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

8 AAC 30.051. Purpose.

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

8 AAC 30.052. Board and lodging; remote sites.

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.10.075 AS 36.05.010

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

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

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

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

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.010 AS 36.10.075

8 AAC 30.056. Alternative arrangement.

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

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

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

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

Authority: AS 23.05.060 AS 36.05.010
AS 36.05.030 AS 36.10.075

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

60. *(Repealed)*

61. Contracting agency report requirements

62. Employer reporting requirements

64. Hiring preference for residents of zone of underemployment

65. *(Repealed)*

66. *(Repealed)*

67. *(Repealed)*

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

70. *(Repealed)*

71. *(Repealed)*

72. Determining residency

73. Determination of resident hiring preferences

78. Resident hiring preferences in overlapping or multiple zones

80. *(Repealed)*

81. Compliance with preference requirements

82. Department determination of eligibility for preference

84. Appeals of eligibility determinations

86. Approval of job training programs

8 AAC 30.060. Resident Hiring.

[Repealed 9/27/87]

8 AAC 30.061. Contracting agency reporting requirements.

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.076

8 AAC 30.062. Employer reporting requirements.

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

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

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

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

Authority: AS 36.10.075 AS 36.10.190

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

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

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

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

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

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

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

(Eff. 9/27/87, Register 103; am 6/8/11, Register 198)
Authority AS 36.10.075 AS 36.10.150

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

[Repealed 8/9/2001]

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

[Repealed 8/9/2001]

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

[Repealed 8/9/2001]

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

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

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

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

8 AAC 30.069. Determination of peculiar source of unemployment.

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

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

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

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

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

[Repealed 9/27/87.]

8 AAC 30.071. Determination of Past Economic Discrimination.

[Repealed.]

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

8 AAC 30.072. Determining residency.

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

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

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

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

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

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

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

(7) where the person is registered to vote;

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

(9) any other relevant facts.

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

Authority: AS 36.10.075 AS 36.10.14
AS 36.95.010(4)

8 AAC 30.073. Determination of resident hiring preferences.

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

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

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

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

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

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

Authority: AS 36.10.075

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

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

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

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

Authority: AS 36.10.075

8 AAC 30.080.

[Repealed 12/4/76]

8 AAC 30.081. Compliance with preference requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)
 Authority: AS 36.10.070 AS 36.10.140 AS 36.180
 AS 36.10.190 AS 36.10.075

8 AAC 30.082. Department determination of eligibility for preference.

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

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

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

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

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

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

Authority: AS 36.10.070 AS 36.10.075
 AS 36.10.140

8 AAC 30.084. Appeals of eligibility determinations.

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

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.140

8 AAC 30.086. Approval of job training programs.

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

(1) a program approved by the Alaska Commission on Postsecondary Education, or by an equivalent agency in another state if the program is located in another state; or

(2) a program approved by the United States Department of Labor, Office of Apprenticeship.

(b) For the purposes of AS 36.10.140(a)(4), the following types of training programs will, in the department's discretion, be approved:

(1) a program sponsored or conducted by an employer or union; or

(2) a program approved under the Workforce Innovation and Opportunity Act (WIOA) 2014, Pub. L. No 113-138).

(Eff. 9/27/87, Register 103; am 8/12/2018, Register 227)

Authority: AS 36.10.140

8 AAC 30.088. Computations regarding hiring preference requirements.

Computing the number of workers or positions for resident employment preference under AS 36.10 and this chapter might result in a number that contains a fraction. In such cases, the fraction is to be dropped. For example, a result of 4.8 workers should be shown as 4 workers.

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

Authority: AS 36.10.075

ARTICLE 4. INVESTIGATIONS AND HEARINGS.**Section:**

90. Investigations, Conference, and Persuasion

100. Hearings

110. Decisions

8 AAC 30.090. Investigations, conference, and persuasion.

(a) The division will investigate potential violations of AS 36 (Public Contracts), on its own motion or on the complaint of any person.

(b) If, after preliminary investigation, the division finds that probably cause exists to believe that a violation of AS 36.05 or AS 36.10 has occurred, the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 a copy of the complaint or a description of the alleged violation by personal service or certified mail to the last known address of the respondent and to the respondent's registered agent, if any. If respondent is a subcontractor, the division will also provide the prime contractor with a copy of the complaint or a description of the alleged violation by personal service or certified mail to the prime contractor's registered agent.

(c) The division will attempt to eliminate the alleged violation through conference and persuasion by providing the respondent and prime contractor an opportunity for an information conference to discuss the matter and attempt to eliminate the alleged violations.

(d) If an alleged violation is not rectified by the informal conference, or if the respondent or prime contractor fails to attend the conference without good cause, the division will notify the respondent and the prime contractor in writing of the failure of the informal conference. The division will include in its notification a summary of the division's investigative findings.

(e) The respondent or the prime contractor may request a hearing by sending the division a written request postmarked not later than 30 days of the date of the division's notification of the failure of the informal conference under (d) of this section. The hearing request must identify any investigative findings in dispute and the basis for the dispute, including any affirmative defenses. Upon receipt of a request for a hearing, the division will refer the case for hearing. Hearings under this section will be conducted in accordance with 8 AAC 30.100.

(f) If no timely request for hearing is received, the division's investigative findings will be final.

(Eff. 12/4/76, Register 60; am 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/2/2008, Register 185; am 8/12/2018, Register 227)

Authority: AS 23.05.060 AS 36.10.075

AS 36.10.120 AS 36.05.030

8 AAC 30.100. Hearings.

(a) Both respondent and complainant may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent and to the complainant, if any, of the time and place of the hearing on an alleged violation of AS 36.05 or AS 36.10 by certified mail, or by personal service at least 15 days before the hearing. Mailing to the last known address or the address listed with the division of occupational licensing for construction contractors shall be considered valid service. The notice will contain a copy of the complaint and a description of the alleged violation which will be considered at the hearing.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer, to preside over the hearing, and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule which might make improper the admission of such evidence over objection in civil actions, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but will not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent or complainant does not testify in that person's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(Eff. 12/4/76, Register 60; am 1/2/91, Register 116; am

8/9/01; Register 159)

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.120 AS 36.05.030

8 AAC 30.110. Decisions.

(a) The hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director will act upon the hearing officer's recommendation and render a final decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent and complainant, if any, by personal service or certified mail, return receipt requested. If the director determines that the respondent has violated AS 36.05 or AS 36.10, the decision may contain such cease and desist orders and other orders and relief, including a recommendation that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090 and AS 36.10.090, as the director considers appropriate to correct the unlawful conduct. If, after the director's decision finding the respondent in violation of AS 36.05 or AS 36.10 is served on the respondent, the director determines that the respondent has not ceased or has failed to correct the unlawful conduct, the director will refer the matter to the attorney general for enforcement.

(Eff. 12/4/76, Register 60; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.125 AS 36.05.030
AS 36.10.120

ARTICLE 5. DEBARMENT.**Section:**

200. Review and Recommendations

210. Hearings

220. Decisions

230. Appeals

240. Request for Removal

8 AAC 30.200. Review and Recommendations.

(a) Contractors or subcontractors who have disregarded their obligations to employees as defined in 8 AAC 30.900 may be subject to debarment for three years.

(b) Debarment will be considered in those cases in which a contractor or subcontractor has committed willful, aggravated or repeated violations of the provisions of AS 36.05.

(c) The standards to be considered in determining if the contractor's or subcontractor's violations merit recommendation for debarment are

(1) falsification or concealment of records;

(2) refusal to pay prevailing wages;

(3) failure to pay prevailing wages;

(4) extent and seriousness of the violations; or

(5) three or more violations on the same or separate contracts within a five-year period.

(d) A prime contractor may be considered for debarment in cases where the violations are committed by its subcontractors. Criteria considered in determining whether a prime should be debarred are:

(1) a history of subcontractors violating under that prime;

(2) failure of the prime contractor to notify its subcontractors of the requirements of AS 36.05; and

(3) informing subcontractors how not to comply, or assisting a subcontractor in not complying with AS 36.05.

(e) At the completion of an enforcement action against a contractor or subcontractor for a violation of AS 36.05, the investigator will review the file to determine if a recommendation for debarment is warranted in accordance with (c) or (d) of this section. If it is determined that a recommendation for debarment is proper, the investigator will forward the recommendation citing specific statutes through his or her supervisor to the director. The director will review the recommendation of the investigator and determine if the case will be referred for hearing.

(f) When, as a result of an investigation conducted by the department, the director finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of AS 36.05 which constitute a disregard of its obligations to employees under that chapter, the director shall notify by personal service or certified mail to the last known address, the contractor or subcontractor and its responsible officers, of the finding. The director shall afford the contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under AS 36.05.090. The director will furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified request a hearing, the request must be made by letter postmarked within 30 days of the date of the letter from the director. The request must set forth any findings which are in dispute and the reasons therefore, including any affirmative defenses to be raised. Upon receipt of a request for a hearing, the director shall refer the case for hearing to determine the facts in dispute.

(g) Hearings under this section shall be conducted in accordance with 8 AAC 30.210. If no hearing is requested within 30 days of the date of the director's letter, the director's findings shall be final.

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.210. Hearings.

(a) The respondent may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or

other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent of the time and place of the hearing on an alleged violation of AS 36.05 by certified mail or by personal service at least 15 days before the hearing. The notice will contain a summary of investigative findings that will be considered at the hearing. Service on the address a contractor or subcontractor has provided to the division of occupational licensing for the purpose of obtaining a contractor's license, or the last known address furnished by the contractor or subcontractor, shall be considered valid service.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer to preside over the hearing and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule that might make improper the admission of such evidence over objection in civil actions, if the evidence is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but is not sufficient in itself to support a finding unless the hearsay evidence would be admissible over objection in civil actions. The hearing officer may issue subpoenas at the request of either party or on the hearing officer's own motion.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent does not testify in the respondent's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(k) The department has the burden of proving that the alleged violations have occurred. The standard of proof required is by a preponderance of the evidence.

(Eff. 1/2/91, Register 116; am 8/9/01, Register 159)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.220. Decisions.

(a) Within 90 days of concluding a hearing, the hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director may accept the recommendations, in part or in whole, or may remand the matter for further hearing. The director must act upon the hearing officer's recommendation and render a decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent by personal service or certified mail. If the director determines that the respondent has disregarded its obligations to employees under AS 36.05, the decision will order that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090.

(c) In the absence of or in addition to action of a state disbursing officer or local fiscal officer, the department will distribute a list reflecting the names of debarred contractors and the effective period of the debarment.

(Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.230. Appeals.

The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure.

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

Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.240. Request for Removal.

Any person or firm debarred under AS 36.05.090 and 8 AAC 30.220 may, in writing, request removal from the debarment list after six months from the date the debarment took effect. All requests should be directed to the director of labor standards and safety and must contain a full explanation of the reasons why such person or firm should be removed from the debarred list. In cases where the contractor or subcontractor failed to make full restitution of wages and fringe benefit contributions to all underpaid employees, a request for removal will not be considered until all underpayments, including appropriate interest, are made. In other cases, the director will examine the facts and circumstances surrounding the violative practices which caused the debarment and issue a decision as to whether or not the person or firm has demonstrated a current responsibility to comply with AS 36.05 and therefore should be removed from the ineligible list.

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

Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

ARTICLE 6. GENERAL PROVISIONS.

Section:

900. General Definitions

910. Definition of "On-Site."

920. Definition of "Economic Region."

8 AAC 30.900. General Definitions.

In this chapter and in AS 36

(1) "commissioner" means the commissioner of labor and workforce development;

(2) "crafts" and "occupations" mean the occupations identified in the *Standard Occupational Classification Manual* (2018 edition);

(3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;

(4) "department" means the Alaska Department of Labor and Workforce Development;

(5) "director" means the director of the labor standards and safety division of the department;

(6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:

(A) failure or refusal to pay basic prevailing wages;

(B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;

(C) failure to pay at least once a week;

(D) failure to pay unconditionally; or

(E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

(7) "division" means the labor standards and safety division of the department;

(8) "eligible resident" means a person who meets the requirements of AS 36.10.140(a) and AS 01.10.055 and who, under 8 AAC 30.072, would be determined to be a resident of an area that has been determined by the department under this chapter to be a resident hiring zone of preference;

(9) "hire" and its derivatives mean engaging an individual to work on a public-funded project, and includes the transfer of an existing employee from one location to another or from one craft or occupation to another;

(10) "interest" as used in AS 36.05.090 means more than five percent investment in a partnership or association, more than ten percent share in stock in a corporation, or holding any elected or appointed office in the business entity;

(11) "majority penetration" means that the majority of qualified laborers, mechanics, and field surveyors working at a particular skill level in a particular job class, as indicated by response to a department survey, receive a particular wage;

(12) "marginally employed" means that a person is employed for fewer than 30 hours a week and the person wishes to work 30 hours or more a week;

(13) "owner/operator" as used in 8 AAC 30.020(d) means those independent contractors who by virtue of the duties they perform, or the manner in which they perform them, cannot be considered employees of the person or entity who has contracted for their services; in this paragraph, "independent contractor" means a person who

(A) has an express contract to perform the services;

(B) is free from direction and control over the means and manner of providing services, subject only to the right of the individual for whom, or entity for which, the services are provided to specify the desired results, completion schedule, or range of work hours, or to monitor the work for compliance with contract plans and specifications, or federal, state, or municipal law;

(C) incurs most of the expenses for tools, labor, and other operational costs necessary to perform the services;

(D) has the opportunity for profit and loss as a result of the services performed for the other individual or entity; and

(E) is free to hire and fire employees to help perform the services for the contracted work;

(14) *[repealed 8/9/2001;]*

(15) "person" and "persons" as used in AS 36.05.090 means a person as that term is defined in AS 01.10.060 (8);

(16) "prevailing wage rate" means the total of the basic hourly rate, health and welfare, pension, legal service, apprentice training payments and other fringe benefits which inure to the benefit of the worker, as published by the department;

(17) "public-funded project" means a project described in AS 36.10.180 and AS 36.95.010 (3);

(18) "qualified" means having the education, training and experience necessary to perform the duties and satisfy the terms and conditions which are usual for the industry or profession or having the status specified in AS 36.95.010 (4);

(19) "state agency" means a state agency described in AS 36.10.180 (a)(1);

(20) "state employment centers" means those offices maintained by the department whose functions are to aid the unemployed in finding employment;

(21) "underemployed" means employed in a job that requires less skill or training than a job for which the employee is trained and qualified.

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field

surveyor first reports on-site to the project through the final date the person reports on-site to the project.

(Eff. 7/8/73, Register 47; am 12/4/76, Register 60; am 7/30/82, Register 83; am 9/27/87, Register 103; am 1/2/91, Register 116; am 8/9/01, Register 159; am 8/12/2018, Register 227; am 11/25/2018, Register 228; am 1/10/2021, Register 273)

Authority: AS 23.05.060 AS 36.10.075
AS 36.95.010 AS 36.05.030
AS 36.10.140

Editor's note:

Copies of the Standard Occupational Classification Manual adopted by reference in 8 AAC 30.900(2) are available for review at the Anchorage, Fairbanks, and Juneau offices of the department.

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

8 AAC 30.910. Definition of "on-site."

(a) In AS 36.95.010(3), "on-site" means at the physical place where the construction called for in a contract will remain when work on it has been completed and at other property used by the contractor or subcontractor in the construction which can reasonably be said to be included in the site because of proximity. The scope of "on-site"

(1) has the following exceptions:

(A) for a truck driver employee or truck driver owner/operator working for a contractor or subcontractor on the project, "on-site" encompasses all round-trip truck driving activity associated with delivering or hauling away materials, equipment, or supplies for the purposes of completing a public construction contract;

(B) for a truck driver employee or truck driver owner/operator who is working for a contractor or subcontractor on the project, and who, for the purposes of completing a public construction contract, hauls materials, equipment, or supplies away from a public construction project footprint, but does not return to the public construction project, "on-site" encompasses the haul-away activities until the truck is offloaded;

(C) a truck driver performing delivery as an employee of a bona fide material supplier or common carrier is not "on-site" when delivering materials from a location that is not "on-site," including that material supplier's home yard or warehouse, if that location is not dedicated exclusively or nearly so to performance of one or more public construction projects;

(2) is extensive for larger projects, including airports, dams and roads, and includes the whole area in which the contract construction activity will take place; work areas separate from the physical footprint of the construction activity, including fabrication plants, mobile factories, batch plants, borrow pits, rock quarries, job headquarters, tool yards, and similar work areas, are "on-

site” if they are in close proximity and are dedicated exclusively or nearly so to performance of one or more public construction projects during the period of contract construction activity;

(3) for smaller projects, normally includes no more than the building itself and its grounds and other land or structures that are “down the block” or “across the street” that the contractor or subcontractor uses in performance of a particular public construction project.

(b) Laborers, mechanics, or field surveyors who perform duties within the limits of “on-site” are subject to the department’s wage decision for all hours spent working “on-site.” Workers who, under this subsection, are subject to the department’s wage decision include

(1) flaggers;

(2) barricade suppliers who set up or move barricades or other traffic control devices;

(3) employees of bona fide material suppliers or common carriers who perform work “on-site,” other than mere delivery, including drivers or delivery workers assisting in specific placement of asphalt or concrete during construction operations, stocking materials in rooms or on floors, or otherwise performing work in construction;

(4) workers who perform mobilization or demobilization activities;

(5) workers contracted or employed by material or equipment suppliers who erect, clean, repair, construct, or perform operational checks, other than contractually obligated warranty work, on equipment or material located “on-site”; and

(6) laborers, mechanics, or field surveyors who are engaged by a person or business that is hired or contracted by a prime construction contractor or subcontractor to provide services that are integral and necessary to the construction project; workers who are subject to this paragraph

(A) shall be considered to be “on-site” in the performance of those duties that the contractor or subcontractor was required to perform;

(B) include a trucking firm other than a common carrier whose services are engaged by a construction contractor or subcontractor on a public works job to pick up materials from a supplier’s delivery point and transport them to the job site.

(c) Not included in “on-site” are permanent home offices, branch plants, fabrication plants, tool yards, and other establishments of a contractor or subcontractor whose locations and continuance are governed by its general business operations. This is so even though mechanics, laborers, and field surveyors working at these establishments may repair or maintain machinery used in contract performance or make doors, windows, frames, or forms called for by the contract while continuing normal commercial work. Regardless of the activities performed at these establishments, the department’s wage decision does not apply, because they are not “on-site.” However, if mechanics, laborers, or field surveyors are required to go to a place that is “on-site” to perform activities on the

contract, the department’s wage decision is applicable for the actual time so spent, not including travel.

(d) For purposes of this section, a location or work area, or the existence or continuing operation of an enterprise, is dedicated exclusively or nearly so to one or more public construction projects if

(1) the location, work area, or enterprise is established in conjunction with one or more public construction projects; and

(2) during the year before a public construction project and during the life of a public construction project, less than 10 percent of documented sales or other uses are attributed to non-public construction projects.

(e) For purposes of this section, a site is in proximity to a public construction project if it is nearby the public construction project footprint and used on a regular and recurring basis to complete the public construction contract. The department will determine whether a site is in proximity to a public construction project on a project-by-project basis, taking into account

(1) the type of project;

(2) whether the use of a nearby site is required for completion of the project;

(3) whether the area of contract operations is developed or undeveloped; and

(4) the geographical lay of the land.

(f) In this section,

(1) “bona fide material supplier”

(A) means a commercial enterprise that holds itself out to the public as offering to supply sand, gravel, ready-mixed concrete, hot asphalt, or other construction materials to multiple clients for both public and private jobs; does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects;

(2) “common carrier”

(A) means a commercial enterprise that holds itself out to the public as offering to transport freight or passengers and delivers multiple types of materials to multiple clients for both public and private jobs on a recurrent basis over established routes; in this subparagraph, “freight”

(i) means materials, supplies, and equipment, other than materials described in (ii) of this subparagraph;

(ii) does not include dirt, sand, gravel, rock, or other naturally occurring earth materials;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects.

(Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/2001, Register 159; am 3/24/2011, Register 197)

Authority: AS 23.05.060 AS 36.05.030

AS 36.10.075

8 AAC 30.920. Definition of "Economic Region."

In AS 36.10, "economic region" means a geographic area of the state sharing similar economic or demographic characteristics.

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

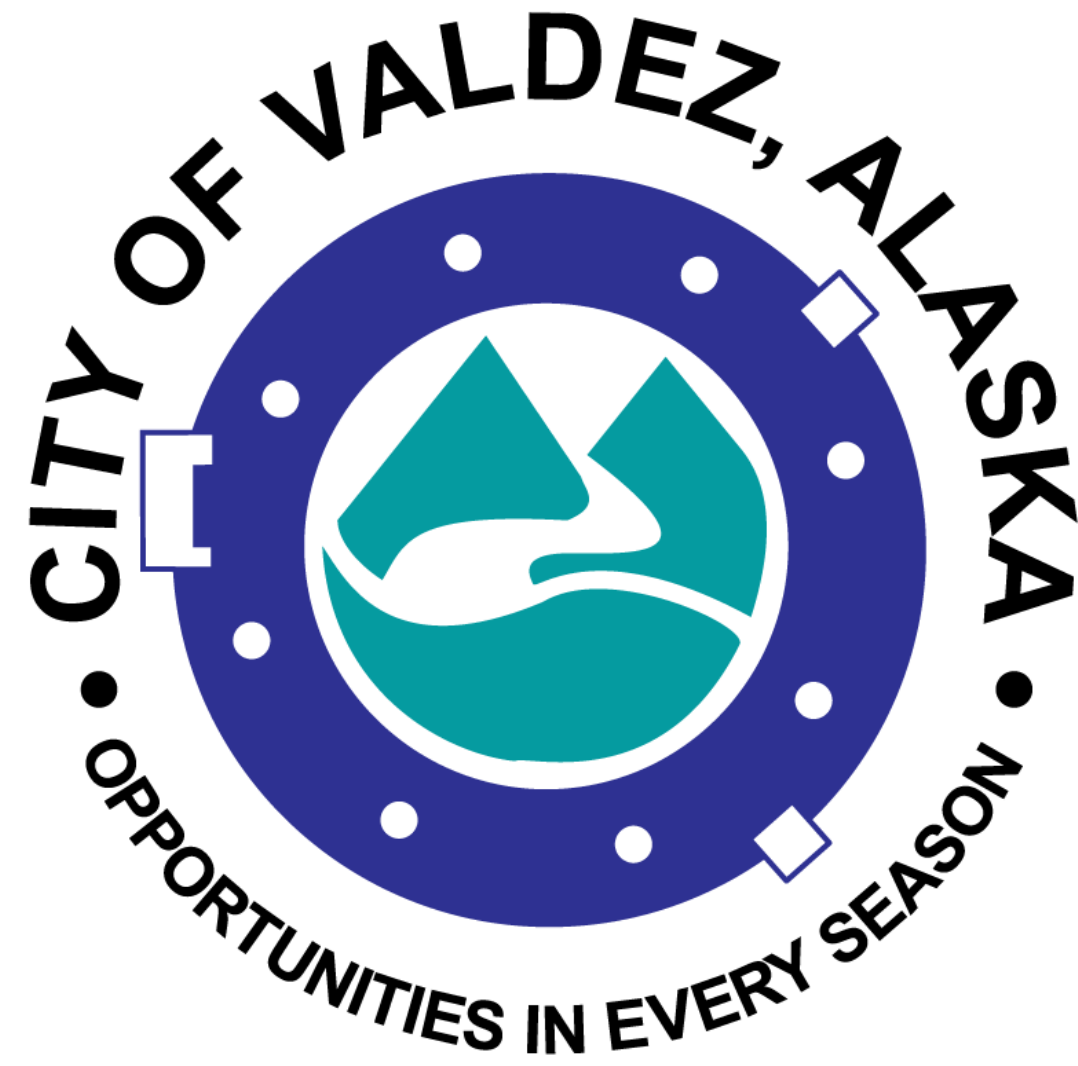
Authority: AS 36.10.075 AS 36.10.990

Editor's note:

Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, Alaska 99504.

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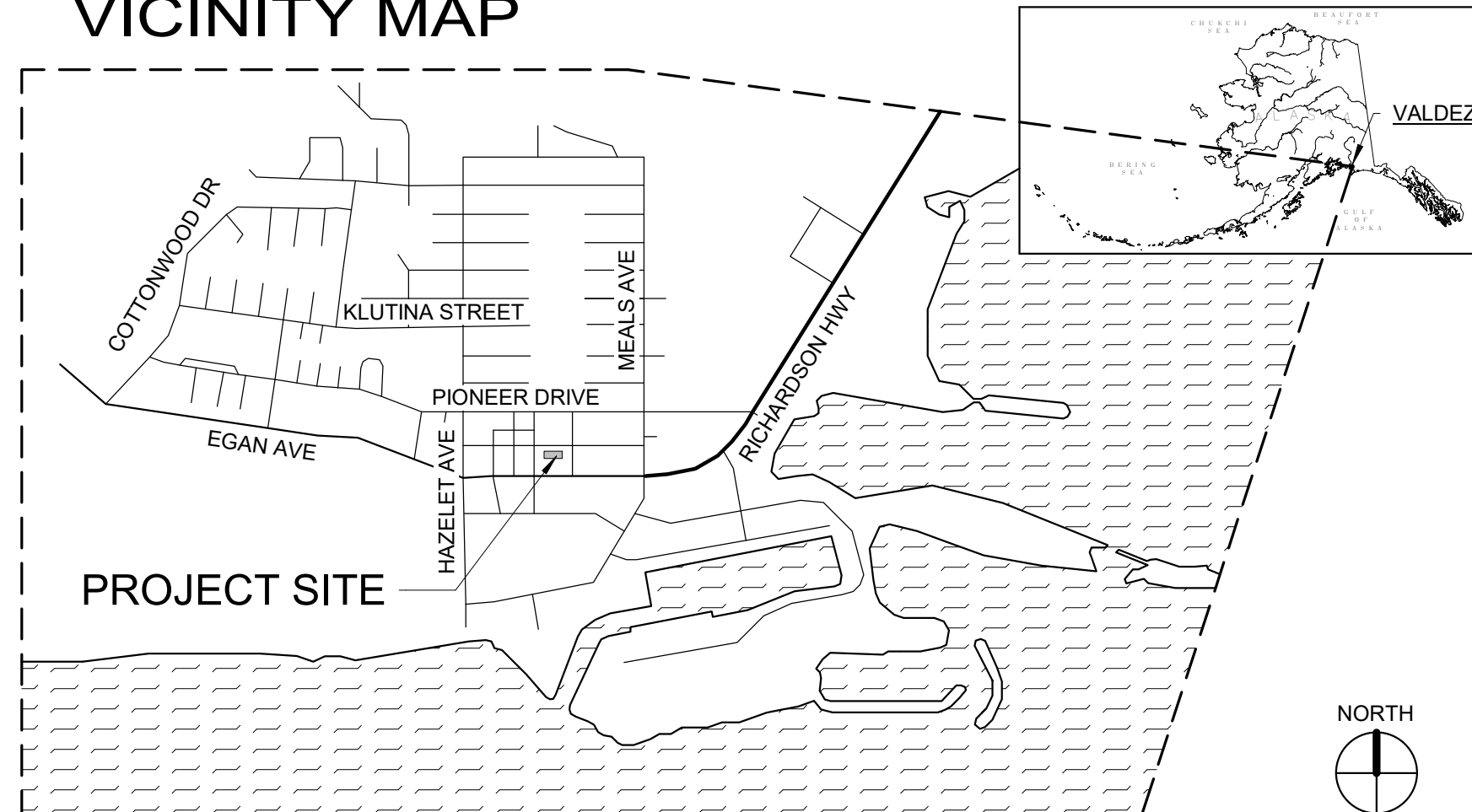
CITY OF VALDEZ LIBRARY WINDOW REPLACEMENT

Valdez, Alaska

CONFORMED DOCUMENTS FEBRUARY 21, 2025

REVISIONS		
No	Description	Date

VICINITY MAP



OWNER

City of Valdez
212 Chenega Avenue
P.O. Box 307
Valdez, Alaska 99686
(907) 907-835-5478
CONTACT:
Austin Rake, Project Manager
ARake@ValdezAK.Gov

ARCHITECT

BDS Architects
701 W. 8th Ave
Suite 420
Anchorage, Alaska 99501
(907) 562-6076
CONTACT:
Bryce Hamels, Architect
bryceh@bdsak.com

PROJECT DESCRIPTION

PROJECT SCOPE INCLUDES THE REMOVAL AND REPLACEMENT OF EXTERIOR WINDOWS WITHIN EXISTING OPENINGS.

GENERAL NOTES

- THESE DRAWINGS WERE PREPARED FROM AS-BUILT DOCUMENTS PROVIDED BY THE CITY OF VALDEZ. ACTUAL FIELD CONDITIONS MAY DEVIATE FROM THESE DRAWINGS. CONTRACTOR TO NOTIFY THE ARCHITECT IN WRITING SHOULD EXISTING CONDITIONS DIFFER FROM THE DRAWINGS.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS OF EXISTING CONSTRUCTION IMPACTED BY THE WORK.
- CONTRACTOR TO PROTECT ALL EXISTING EQUIPMENT, FINISHES, AND OWNER PROPERTY AFFECTED BY THE WORK OR WORKER TRAFFIC.
- CONTRACTOR TO PROVIDE EXTERIOR TOILET FACILITIES FOR WORKERS.
- WINDOW DEMOLITION SHALL START ONLY AFTER ALL MATERIALS ARE ON SITE.
- REFER TO 02 26 00 FOR HAZARDOUS MATERIAL ASSESSMENT AND NOTIFICATION OF HAZARDS.
- PROVIDE 08 43 13 SPRAY FOAM INSULATION AT ALL PERIMETER DOOR AND WINDOW GAPS.

DEFERRED SUBMITTALS

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THESE DRAWINGS AND REQUIRE STRUCTURAL DESIGN TO BE FURNISHED BY THE CONTRACTOR:

- WINDOWS, STOREFRONT, & CURTAIN WALL SYSTEM

DRAWINGS AND CALCULATIONS FOR BUILDER-DESIGNED COMPONENTS, SEALED BY AN ALASKA STATE REGISTERED PROFESSIONAL ENGINEER RESPONSIBLE FOR THE DESIGN, SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW FOR GENERAL CONFORMANCE TO THE CONTRACT DOCUMENTS PRIOR TO SUBMITTING TO BUILDING SAFETY FOR REVIEW. SUBMITTALS OF BUILDER-DESIGNED ITEMS SHALL INCLUDE LOCATIONS, MAGNITUDES, AND DIRECTIONS OF ALL FORCES TRANSFERRED TO THE STRUCTURE. DEFERRED SUBMITTALS MUST BE REVIEWED AND APPROVED BY BUILDING SAFETY PRIOR TO INSTALLATION/CONSTRUCTION.

SUBMITTALS

THE CONTRACTOR SHALL REVIEW, STAMP WITH THEIR APPROVAL, DATE AND SIGN ALL SHOP DRAWINGS AND SUBMITTALS REQUIRED BY THE CONTRACT DRAWINGS PRIOR TO SUBMITTAL TO THE ENGINEER. AT THE TIME OF SUBMISSION, THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY DEVIATION IN THE SHOP DRAWINGS FROM THE REQUIREMENTS OF THE CONTRACT DRAWINGS. DIMENSIONS AND QUANTITIES ARE THE CONTRACTOR'S RESPONSIBILITY AND WILL NOT BE REVIEWED.

CODE INFORMATION

THE GOVERNING CODES ARE THE 2021 INTERNATIONAL BUILDING CODE (IBC), FIRE CODE (IFC), MECHANICAL (IMC), FUEL GAS CODE (IFGC), UPC 2018, AND NEC 2020, AND NFPA 13 AS ADOPTED BY THE STATE OF ALASKA.

OCCUPANCY: MIXED A-3 / B, NO CHANGE IN OCCUPANCY.

TYPE OF CONSTRUCTION: IIA

SPRINKLERED: YES

EXITING: NO CHANGE IN EXITING

INTERIOR FINISHES:
CLASS B AT INTERIOR EXIT STAIRWAYS, RAMPS, & PASSAGEWAYS
CLASS B AT CORRIDORS AND ENCLOSURES FOR EXIT ACCESS STAIRWAYS AND RAMPS.
CLASS C AT ROOMS AND ENCLOSED SPACES

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A0.02	SCHEDULES
A0.03	SCHEDULES
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A1.02	DEMO & NEW FLOOR PLANS - FIRST FLOOR
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A2.01	DEMO EXTERIOR ELEVATIONS
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A4.01	DETAILS
A4.02	DETAILS
A5.01	REFERENCE PHOTOS

DESIGN LOADS

WIND LOADS (LRFD):
BASIC WIND SPEED (3-SECOND GUST, V_{ult})=133 MPH,
EXPOSURE C, INTERNAL PRESSURE $G_{Cpi}=\pm 0.55$ (PARTIALLY ENCLOSED)

ZONE	COMPONENTS & CLADDING WIND LOADS							
	10 SF (POSITIVE)	10 SF (NEGATIVE)	20 SF (POSITIVE)	20 SF (NEGATIVE)	50 SF (POSITIVE)	50 SF (NEGATIVE)	100 SF (POSITIVE)	100 SF (NEGATIVE)
1 - MAIN ROOF	33 PSF	-87 PSF	32 PSF	-82 PSF	30 PSF	-76 PSF	29 PSF	-71 PSF
2 - END ZONE	33 PSF	-110 PSF	32 PSF	-104 PSF	30 PSF	-96 PSF	29 PSF	-90 PSF
2A - OVERHANG	N/A	-89 PSF	N/A	-81 PSF	N/A	-70 PSF	N/A	-61 PSF
3 - CORNER ZONE	33 PSF	-145 PSF	32 PSF	-132 PSF	30 PSF	-116 PSF	29 PSF	-104 PSF
3A - CORNER OVERHANG	N/A	-123 PSF	N/A	-109 PSF	N/A	-90 PSF	N/A	-76 PSF
4 - INTERIOR ZONE WALL	56 PSF	-59 PSF	54 PSF	-58 PSF	52 PSF	-55 PSF	50 PSF	-53 PSF
5 - END ZONE WALL	56 PSF	-70 PSF	54 PSF	-66 PSF	52 PSF	-61 PSF	50 PSF	-58 PSF



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COV LIBRARY
WINDOW
REPLACEMENT

VALDEZ, ALASKA

BDS Project No.: 621010.00

Client Project No.:

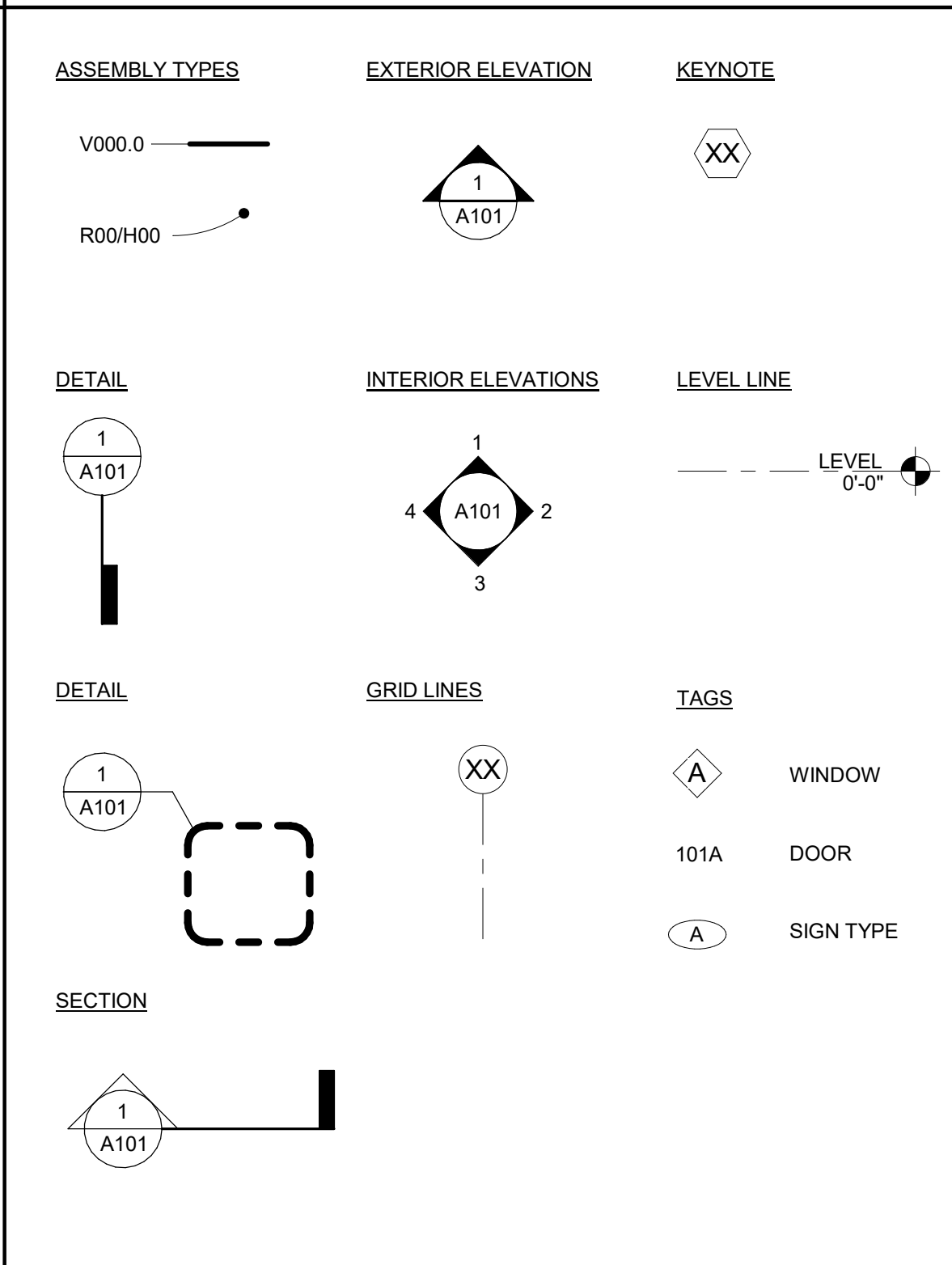
CONFORMED DOCUMENTS
FEBRUARY 21, 2025

COVER SHEET
G0.01

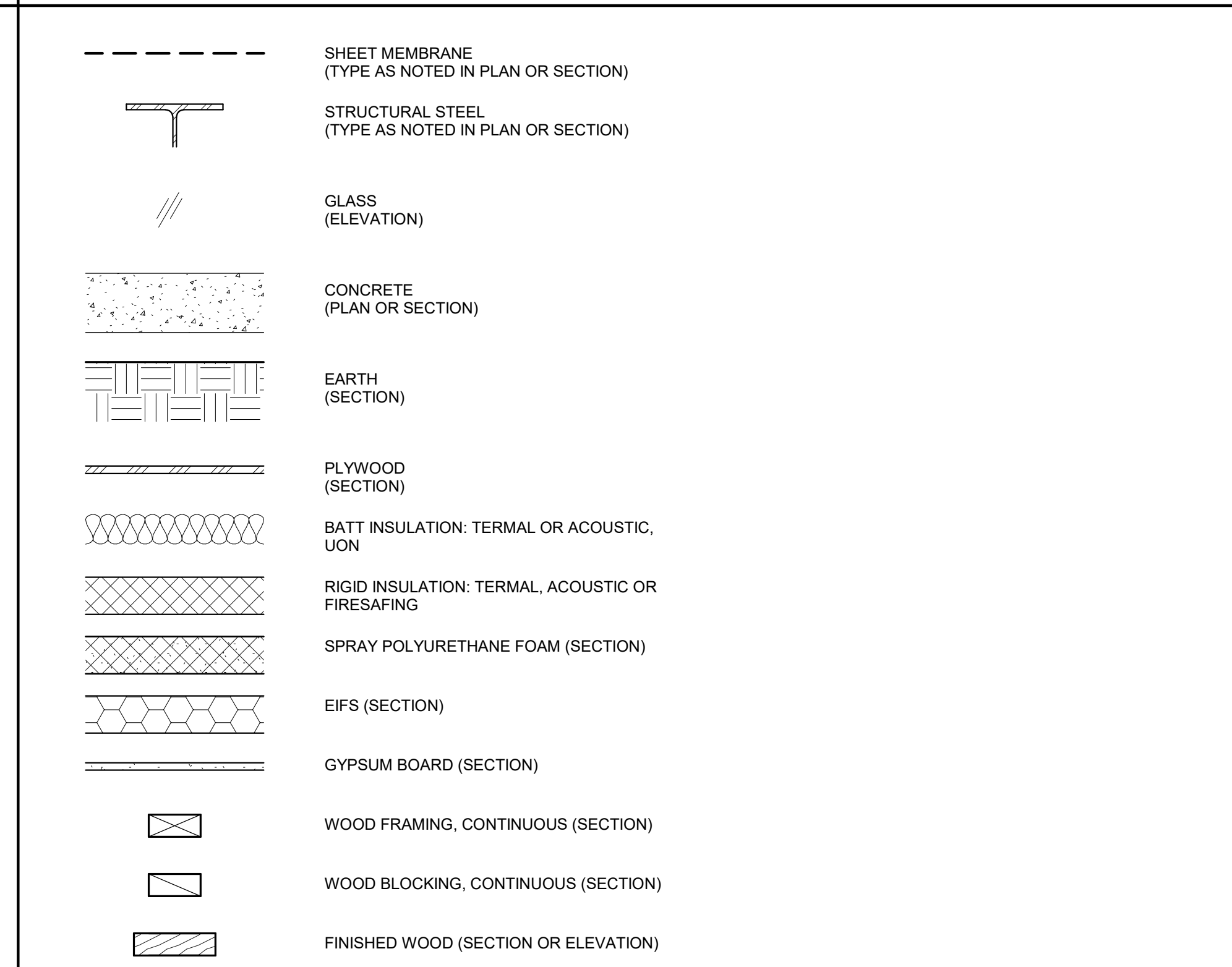
ARCHITECTURAL ABBREVIATIONS

# & @	NUMBER AND AT	IBC FC IHM IN INCL INFO INSUL INT	INTERNATIONAL BUILDING CODE INTERNATIONAL FIRE CODE INSULATED HOLLOW METAL INCH INCLUDED INFORMATION INSULATION INTERIOR	STD STL STOR STRUC SVF	STANDARD STEEL STORAGE STRUCTURAL SHEET VINYL FLOORING
AB ABV AC ACM ACOUS ACT ADD ALT ADDL ADJ AFF ALT ALUM ANOD APPROX ARCH AWW	ANCHOR BOLT ABOVE AIR CONDITIONING ASBESTOS CONTAINING MATERIALS ACOUSTICAL ACOUSTICAL CEILING TILE ADDITIVE ALTERNATE ADDITIONAL ADJACENT ABOVE FINISH FLOOR ALTERNATE ALUMINUM ANODIZED APPROXIMATE ARCHITECTURAL ALL WEATHER WOOD	J-BOX JT KD KIT L LAM LAV LB LB/SF LF LG LR LVR LVT	JUNCTION BOX JOINT KNOCK DOWN KITCHEN LENGTH LIQUID APPLIED MEMBRANE LAVATORY POUND POUND PER SQUARE FOOT LINEAR FOOT LIGHT GUARD INSULATION BOARD LIVING ROOM LUXURY VINYL TILE	T&G TB TBD TEMP THRES THRU THK TLT TO TOC TOD TOFF TOM TOP TOS TOW TPD TPH TSTAT TV TYP	TONGUE AND GROOVE TACK BOARD TO BE DETERMINED TEMPORARY THRESHOLD THROUGH THICKNESS TOILET TOP OF TOP OF CONCRETE TOP OF DECK TOP OF FINISHED FLOOR TOP OF MASONRY TOP OF PARAPET TOP OF SLAB TOP OF WALL TOILET PAPER DISPENSER TOILET PAPER HOLDER THERMOSTAT TELEVISION TYPICAL
BB BD BKBD BLDG BLKG BM BO BOD BR BSMT BTWN BUR	BASE BID BOARD BACK BOARD BUILDING BLOCKING BEAM BOTTOM OF BOTTOM OF DECK BEDROOM BMSMT BETWEEN BUILT UP ROOFING (ASPHALT)	MAX MBR MECH MEZZ MFR MIL MIN MISC MO MR MTD MTL	MAXIMUM MEMBRANE MECHANICAL MEZZANINE MANUFACTURER MILLIMETER MINIMUM MISCELLANEOUS MASONRY OPENING MOISTURE RESISTANT MOUNTED METAL	UH UL UON	UNIT HEATER UNDERWRITERS LABORATORY UNLESS OTHERWISE NOTED
CFCI CG CJ CL CLO CLR CLG CMP CMU COL CONC CONST CONT CONTR COORD CORR CPT CSK CT CTR CUH	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED CORNER GUARD CONTROL JOINT CENTER LINE CLOSET CLEAR CEILING CORRUGATED METAL PIPE CONCRETE MASONRY UNIT COLUMN CONCRETE CONSTRUCTION CONTINUOUS CONTRACTOR COORDINATE CORRIDOR CARPET COVER FURNISHED, OWNER INSTALLED CERAMIC TILE CENTER CABINET UNIT HEATER	(N) N/A NFS NIC NOM NRCA NTS OC OD OFCI	NEW NOT APPLICABLE NON FROST SUSCEPTIBLE NOT IN CONTRACT NOMINAL NATIONAL ROOFING CONTRACTOR'S ASSOCIATION NOT TO SCALE ON CENTER OUTSIDE DIAMETER OWNER FURNISHED, CONTRACTOR INSTALLED	OFI OFS OH OP'G OPP OSB ORD OVHD OZ	OWNER FURNISHED, OWNER INSTALLED OVERFLOW SCUPPER OVERHEAD OPENING OPPOSITE ORIENTED STRAND BOARD OVERFLOW ROOF DRAIN OVER HEAD OUNCE
D DBL DEG DEMO DEPT DF DIA DIAG DIM DISP DN DR DS DTL DW DWG	DEEP / DEPTH DOUBLE DEGREE DEMOLISH / DEMOLITION DEPARTMENT DRINKING FOUNTAIN DIAMETER DIAGONAL DIMENSION DISPENSER DOWN DOOR DOWNSPOUT DETAIL DISHWASHER DRAWING	P PA PERIM PH PLAM PLYWD PNL POLY POLYISO PR PREFAB PROP PSF PT PTD PTRD PTR PVC	PAINT PUBLIC ADDRESS PERIMETER PENTHOUSE PLASTIC LAMINATE PLYWOOD PANEL POLYETHYLENE SHEET POLYISOCYANURATE INSULATION PAIR PREFABRICATE PROPERTY POUNDS PER SQUARE FOOT PRESERVATIVE TREATED PAINTED / PAPER TOWEL DISPENSER PAPER TOWEL DISPENSER AND WASTE RECEPTACLE PENETRATION THROUGH ROOF POLYVINYL CHLORIDE	R RA RCP RD REINF RESIL REST REQ'D RL RM RO REF REFRIG	RADIUS RETURN AIR REFLECTED CEILING PLAN ROOF DRAIN REINFORCE RESILIENT REST ROOM REQUIRED RAIN LEADER ROOM ROUGH OPENING REFERENCE REFRIGERATOR
(E) EA EIS EJ ELEC ELEV EPDM EPS EQL EQUIP ETR EXIST	EXISTING EXISTING EXTERIOR INSULATION AND FINISH SYSTEM EXPANSION JOINT ELECTRICAL ELEVATION ETHYLENE PROPYLENE DIENE MONOMER EXPANDED POLYSTYRENE INSULATION EQUIPMENT ELECTRICAL THROUGH ROOF EXISTING	SA SAM SBS SCHED SCD SCP SD SEBS SECT SF SHR SHT SIM SIP SM SND SNDU SPEC SPKLR SPKR SPF SQ SS	SUPPLY AIR SELF ADHERING MEMBRANE STYRENE- BUTADIENE-STYRENE SCHEDULE SEAT COVER DISPENSER SCUPPER SMOKE DETECTOR / SOAP DISPENSER STYRENE-ETHYLENE BUTADIENE-STYRENE SECTION SQUARE FEET SHOWER SHEET SIMILAR STRUCTURAL INSULATED PANEL SHEET METAL SANITARY NAPKIN DISPENSER SANITARY NAPKIN DISPOSAL UNIT SPECIFICATION SPRINKLER SPEAKER SPRAY POLYURETHANE FOAM SQUARE STAINLESS STEEL		

REFERENCE SYMBOLS

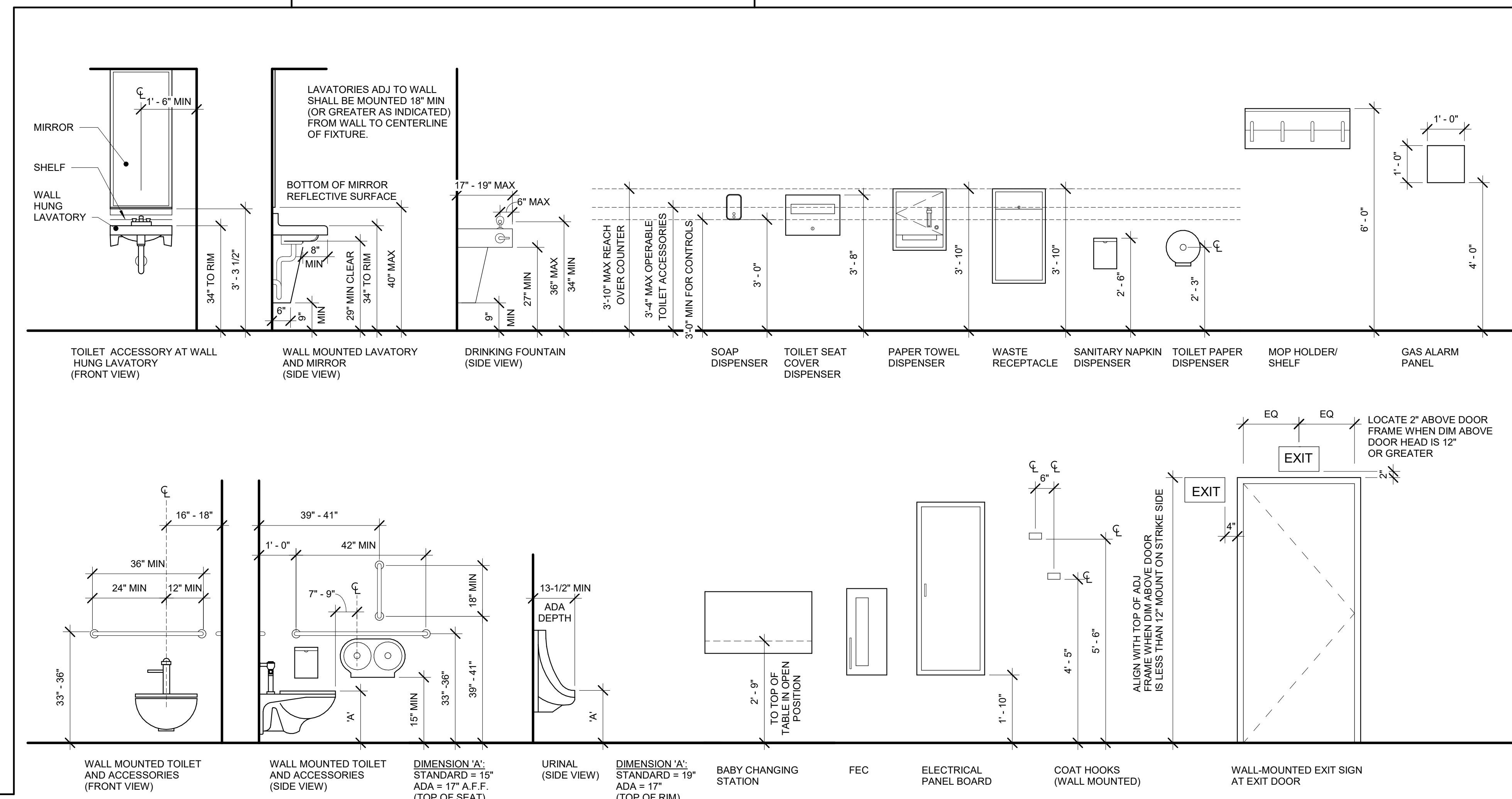


MATERIAL SYMBOLS



REVISIONS

No	Description	Date
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W: www.bdsak.com

COV LIBRARY WINDOW REPLACEMENT
VALDEZ, ALASKA
BDS Project No.: 621010.00
Client Project No.:
CONFROMED DOCUMENTS
FEBRUARY 21, 2025

ABBREVIATIONS AND SYMBOLS A0.01

NOTIFICATION OF POTENTIAL HAZARDS: Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1, and 2 for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

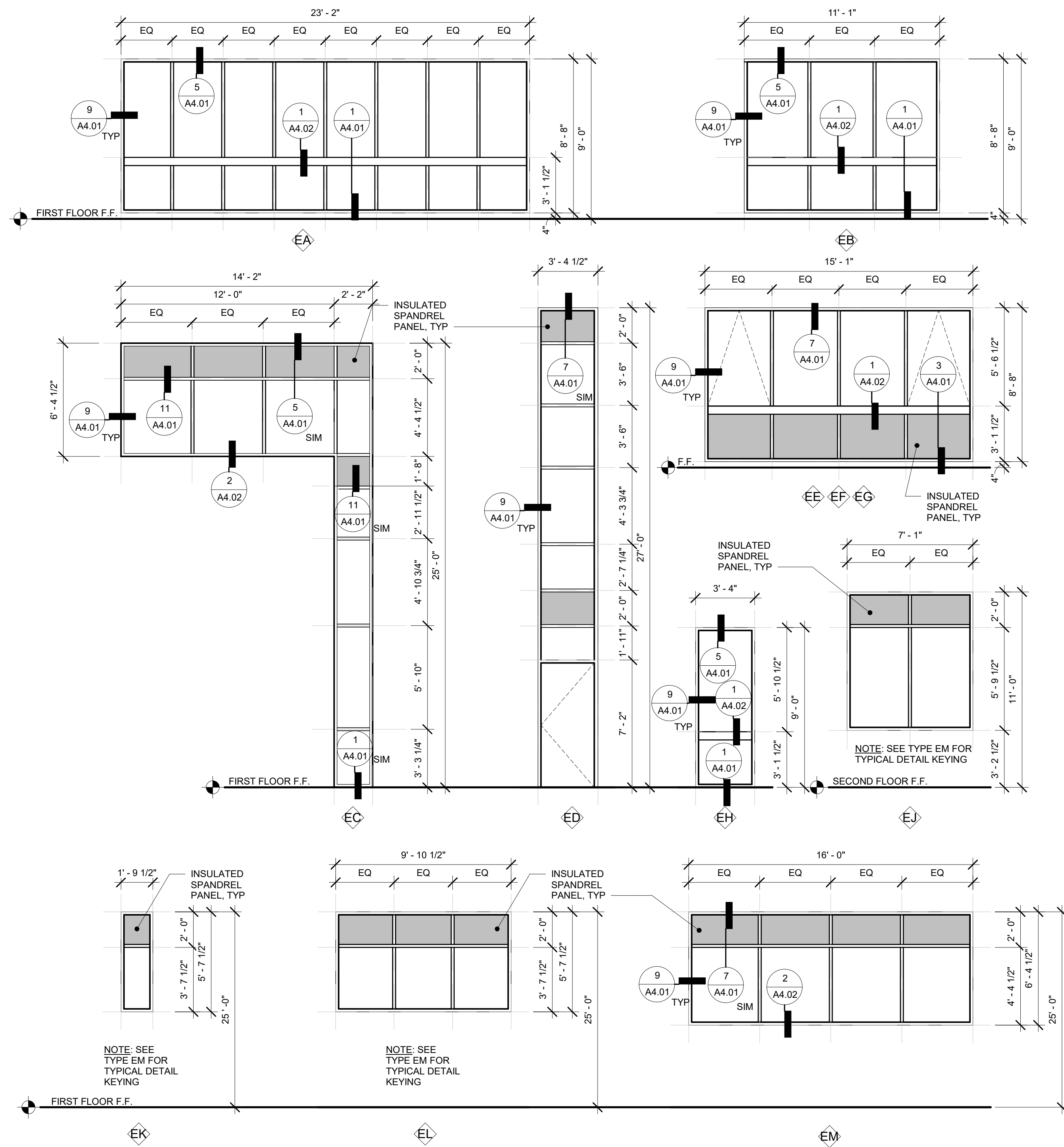
COLOR AND MATERIAL LEGEND						
	CODE	SPEC. NO.	MATERIAL	MANUFACTURER, BASIS OF DESIGN	COLOR / FINISH	REMARKS
INTERIOR WALL	RB-1	--	RESILIENT BASE	ROPPE, PINNACLE	197 ICEBERG	
	P-1	09 90 00	PAINT	SHERWIN WILLIAMS	PURE WHITE SW7005	EXISTING FIELD WALL PAINT
	P-2	09 90 00	PAINT	SHERWIN WILLIAMS	MATCH 08 44 13 CURTAIN WALL FRAME SHEEN & COLOR	DOORS AND FRAMES
	P-3	09 90 00	PAINT	SHERWIN WILLIAMS	BYTE BLUE SW6489	EXISTING ACCENT 1
	P-4	09 90 00	PAINT	SHERWIN WILLIAMS	DAYBREAK SW6700	EXISTING ACCENT 2

FINISH NOTES:
 1. EXISTING WALL PAINT COLORS PROVIDED FOR TOUCH UP AND NEW PAINTING
 2. ALL BASE INDICATED FOR DEMOLITION IN THE DRAWINGS TO BE REPLACED IN KIND WITH RB-1.

NOTES

1. WINDOW DIMENSIONS ARE BASED ON LIMITED AS-BUILT DATA PROVIDED BY THE CITY OF VALDEZ. CONTRACTOR TO VERIFY ALL DIMENSIONS THAT AFFECT THE WORK INCLUDING BUT NOT LIMITED TO FENESTRATION ROUGH OPENINGS AND EXISTING WINDOW SIZES. CONTRACTOR TO ADJUST ALL NEW WINDOW SIZES TO ACCOMMODATE FIELD CONDITIONS AND A MINIMUM 1/2" SEALANT JOINTS AT PERIMETER OF ALL NEW WINDOWS PRIOR TO SUBMITTING SHOP DRAWINGS OR ORDERING ANY PRODUCTS.

2. WINDOW ELEVATIONS PROVIDED ON THIS SHEET ARE FOR DEMOLITION TAKE OFF.



REVISIONS

No	Description	Date



BDS, Inc. Entity #25796D

BDS
 ARCHITECTS
 Architecture | Planning | Roof Technology

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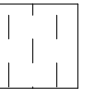
COV LIBRARY WINDOW REPLACEMENT
 VALDEZ, ALASKA
 BDS Project No.: 621010.00
 Client Project No.:
 CONFROMED DOCUMENTS
 FEBRUARY 21, 2025

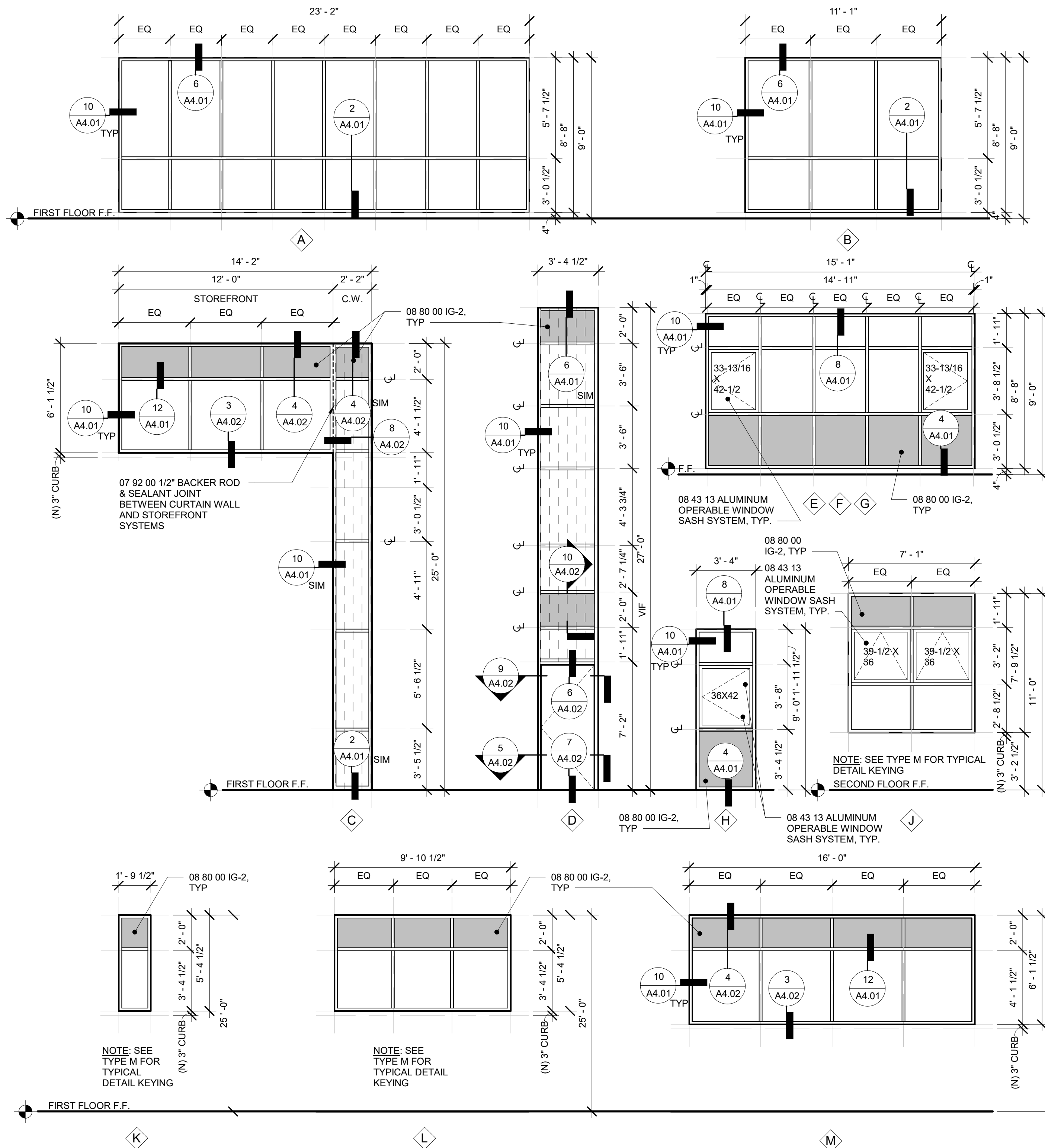
SCHEDULES
A0.02

NOTIFICATION OF POTENTIAL HAZARDS: Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1, and 2 for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

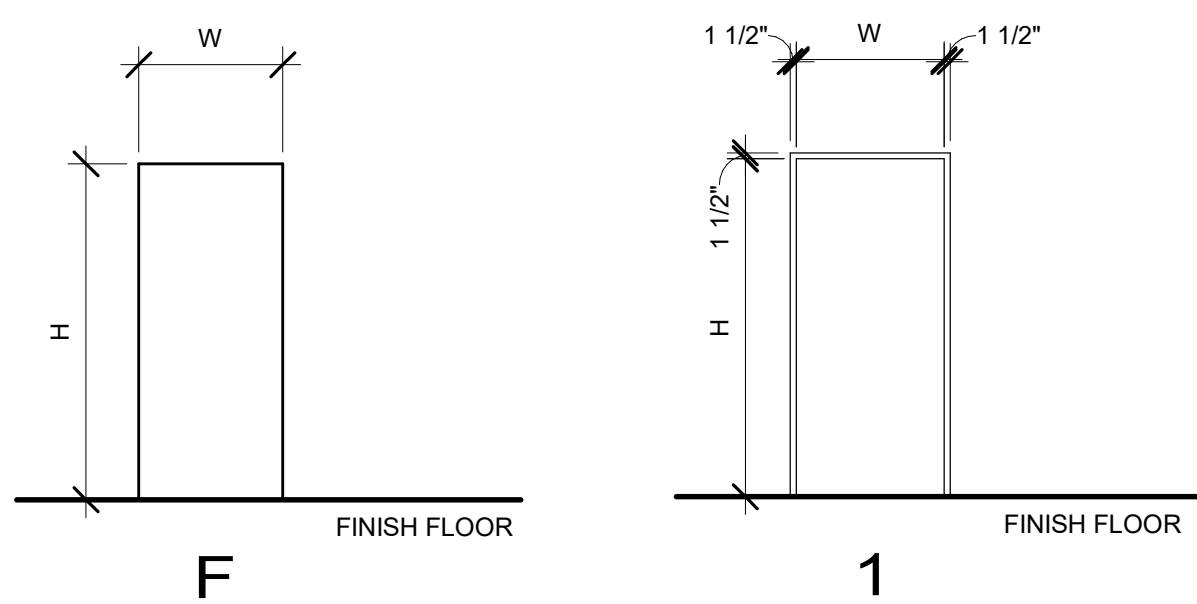
WINDOW SCHEDULE				
TYPE	GLAZING	FRAME	WINDOW COVERINGS	REMARKS
A	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	--	
B	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	--	
C	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT / 08 44 13 GLAZED ALUM. CURTAIN WALL	--	
D	REFER SECTION 08 80 00 AND WINDOW TYPES	08 44 13 GLAZED ALUM. CURTAIN WALL	--	
E	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	12 24 00 WIDOW SHADES	WINDOW SHADES: (2) +/- 2' - 11 3/4 x 7' - 0", VIF & (1) +/- 8' - 11 1/4 x 7' - 0", VIF
F	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	12 24 00 WIDOW SHADES	WINDOW SHADES: (2) +/- 2' - 11 3/4 x 7' - 0", VIF & (1) +/- 8' - 11 1/4 x 7' - 0", VIF
G	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	12 24 00 WIDOW SHADES	WINDOW SHADES: (2) +/- 2' - 11 3/4 x 7' - 0", VIF & (1) +/- 8' - 11 1/4 x 7' - 0", VIF
H	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	12 24 00 WIDOW SHADES	WINDOW SHADE: (1) +/- 3' - 1 1/2" x 7' - 0", VIF
J	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	--	
K	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	--	
L	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	--	
M	REFER SECTION 08 80 00 AND WINDOW TYPES	08 43 13 ALUM. STOREFRONT	--	

WINDOW SCHEDULE NOTES	
1.	SEE EXTERIOR ELEVATIONS FOR WINDOW TAGS

LEGEND	NOTES
 08 44 13 GLAZED ALUMINUM CURTAIN WALL	<ol style="list-style-type: none"> WINDOW DIMENSIONS ARE BASED ON LIMITED AS-BUILT DATA PROVIDED BY THE CITY OF VALDEZ. CONTRACTOR TO VERIFY ALL DIMENSIONS THAT AFFECT THE WORK INCLUDING BUT NOT LIMITED TO PENETRATION ROUGH OPENINGS AND EXISTING WINDOW SIZES. CONTRACTOR TO ADJUST ALL NEW WINDOW SIZES TO ACCOMMODATE FIELD CONDITIONS AND A MINIMUM 1/2" SEALANT JOINTS AT PERIMETER OF ALL NEW WINDOWS PRIOR TO SUBMITTING SHOP DRAWINGS OR ORDERING ANY PRODUCTS. ALL WINDOWS ARE 08 43 13 ALUMINUM-FRAMED STOREFRONT, UON. ALL ALUMINUM-FRAMED STORE FRONT AND GLAZED ALUMINUM CURTAIN WALL MULLION SIGHTLINES ARE 2". ALL GLAZING IS 08 80 00 IG-1, UON. ALL ALUMINUM OPERABLE WINDOW SASH SYSTEM SIZES SUBJECT TO CHANGE BASED CONTRACTOR FIELD VERIFIED DIMENSIONS.



DOOR SCHEDULE										
Door Number	Width	Height	Thickness	DOOR		FRAME		Fire Rating	Remarks	Hardware Group
				Type	Material	Type	Material			
001	3' - 0"	7' - 0"	1 3/4"	F	IHM	1	IHM		PAINT DOOR AND FRAME COLOR: VALSPAR FIRED EARTH 6011-1; MPI GLOSS LEVEL 5. INSULATE DOOR FRAME WITH 08 43 13 SPRAY FOAM INSULATION	01



DOOR TYPES
SCALE: 1/4" = 1'-0"

DOOR FRAME TYPES
SCALE: 1/4" = 1'-0"

WINDOW TYPES
SCALE: 1/4" = 1'-0"

REVISIONS		
No	Description	Date



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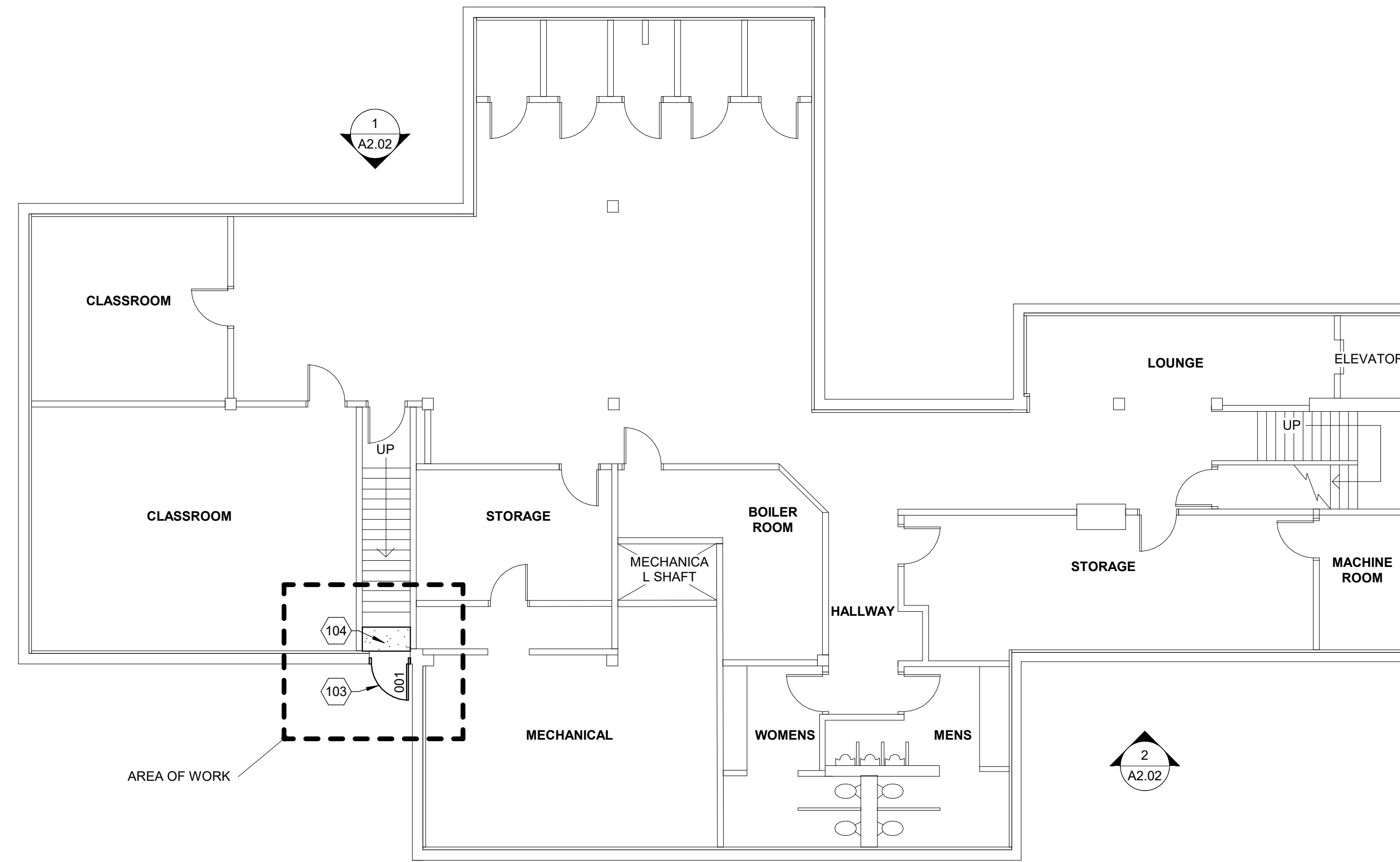
COV LIBRARY WINDOW REPLACEMENT
VALDEZ, ALASKA

BDS Project No.: 621010.00
Client Project No.:

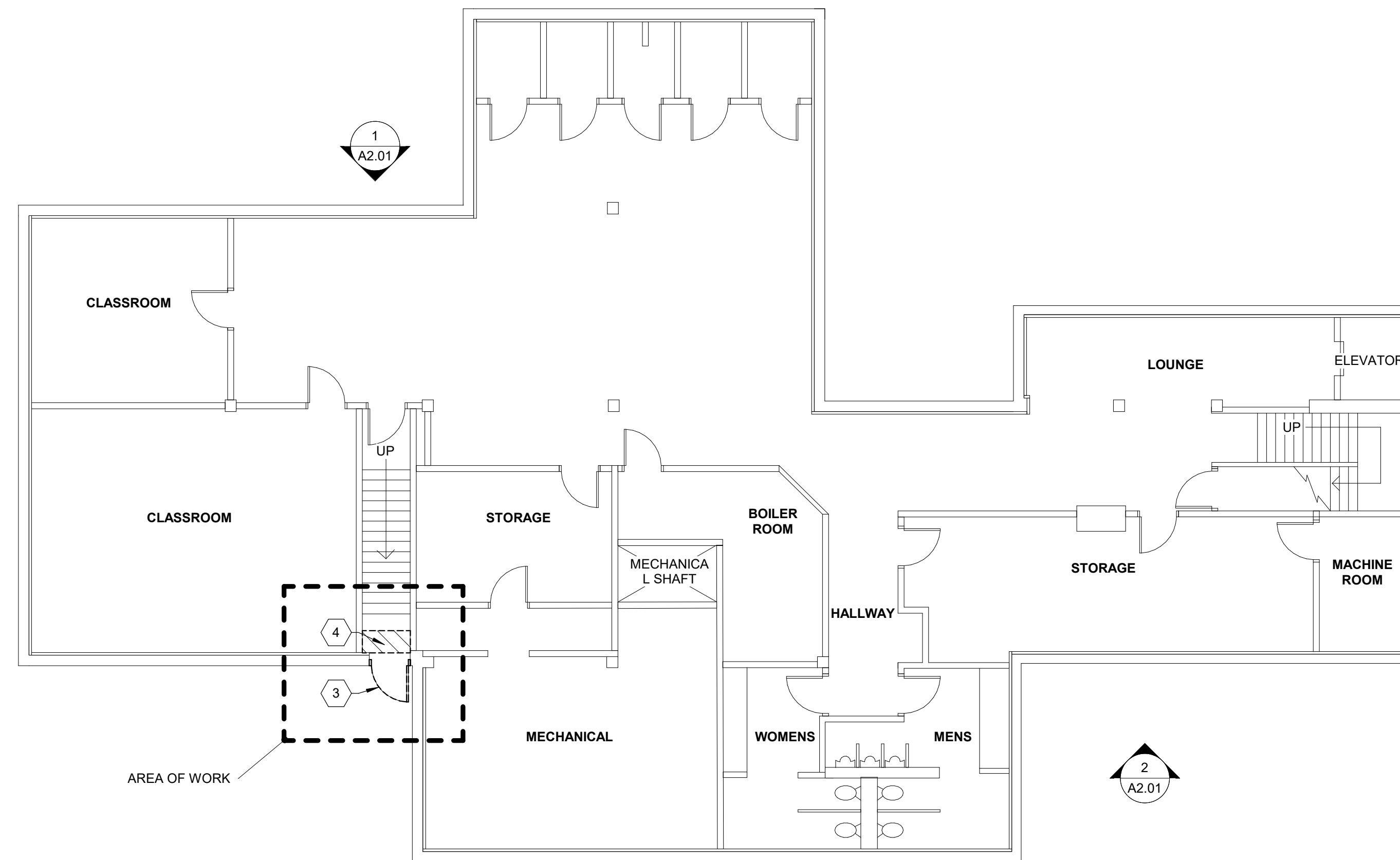
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SCHEDULES
A0.03

NOTIFICATION OF POTENTIAL HAZARDS: Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1, and 2 for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.



2 FLOOR PLAN - NEW - BASEMENT
A1.01 SCALE: 1/8" = 1'-0"



1 FLOOR PLAN - DEMO - BASEMENT
A1.01 SCALE: 1/8" = 1'-0"

PLAN LEGEND

- EXISTING DOOR
- NEW DOOR

DEMO PLAN LEGEND

- EXISTING DOOR TO BE DEMOLISHED
- EXISTING DOOR TO REMAIN
- ITEM TO BE DEMOLISHED
- EXTENT OF CEILING TO BE DEMOLISHED

NOTES

1. CONTRACTOR TO REMOVE, STORE, AND MODIFY OR RELOCATE ALL LIGHTING OR DIFFUSER AS REQUIRED TO SUPPORT NEW WINDOW INSTALLATION. APPROXIMATELY (1) LIGHT FIXTURES AND (2) HVAC DIFFUSERS.
2. MODIFY EXISTING CEILING SYSTEMS AS REQUIRED TO ACCOMMODATE NEW WINDOW INSTALLATION.

KEYNOTES

- NUMBER KEYNOTE
- 3 DEMOLISH EXISTING HOLLOW METAL DOOR AND FRAME. REMOVE AND SALVAGE ALL DOOR HARDWARE AND RETURN TO OWNER.
 - 4 DEMOLISH PORTION OF GYPSUM BOARD CEILING AS REQUIRED IN PREPARATION FOR ACCESS TO INSTALL NEW CURTAIN WALL WINDOW. APPROXIMATELY 7 SF.
 - 103 08 11 13 HOLLOW METAL DOOR AND FRAME
 - 104 09 21 16 5/8" GYPSUM BOARD, TYPE X AT CEILING. PAINT TO MATCH EXISTING CEILING.

REVISIONS

No Description Date



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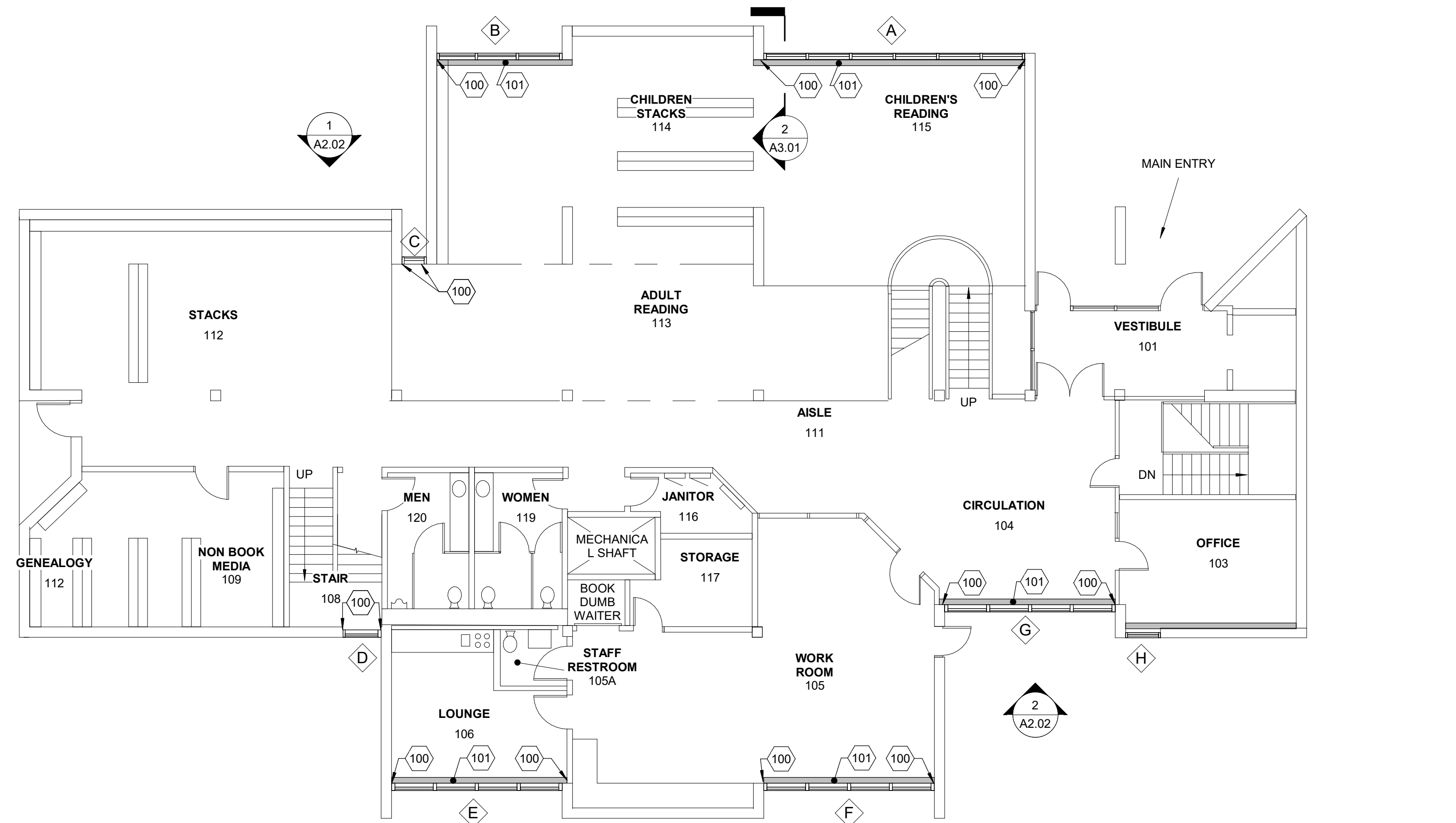
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VALDEZ, ALASKA
BDS Project No.: 621010.00
Client Project No.:

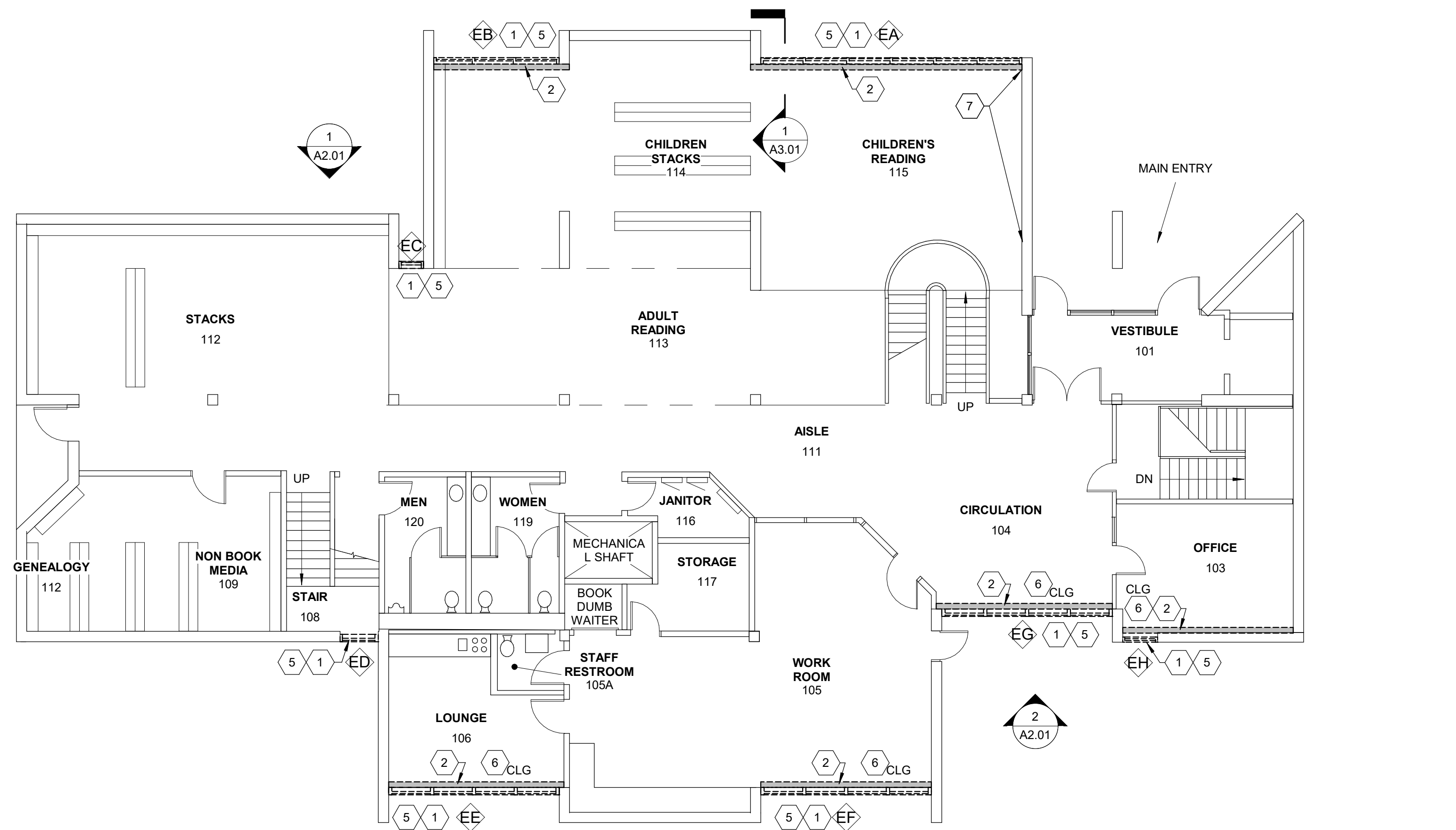
CONFROMED DOCUMENTS
FEBRUARY 21, 2025

DEMO & NEW FLOOR PLANS - BASEMENT
A1.01

NOTIFICATION OF POTENTIAL HAZARDS: Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1, and 2 for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.



2 FLOOR PLAN - NEW - FIRST FLOOR
A1.02 SCALE: 1/8" = 1'-0"



1 FLOOR PLAN - DEMO - FIRST FLOOR
A1.02 SCALE: 1/8" = 1'-0"

PLAN LEGEND	
	EXISTING DOOR
	NEW DOOR
DEMO PLAN LEGEND	
	EXISTING DOOR TO BE DEMOLISHED
	EXISTING DOOR TO REMAIN
	ITEM TO BE DEMOLISHED
	EXTENT OF CEILING TO BE DEMOLISHED
NOTES	
<p>1. CONTRACTOR TO REMOVE, STORE, AND MODIFY OR RELOCATE ALL LIGHTING OR DIFFUSER AS REQUIRED TO SUPPORT NEW WINDOW INSTALLATION. APPROXIMATELY (1) LIGHT FIXTURES AND (2) HVAC DIFFUSERS.</p> <p>2. MODIFY EXISTING CEILING SYSTEMS AS REQUIRED TO ACCOMMODATE NEW WINDOW INSTALLATION.</p>	
KEYNOTES	
NUMBER	KEYNOTE
1	DEMOLISH ALUMINUM CLAD WOOD WINDOW IN ENTIRETY INCLUDING BUT NOT LIMITED TO ALL ASSOCIATED TRIM, NAILERS, ANCHORS, ATTACHMENT CLIPS, AND SPANDREL PANELS WITH BATT INSULATION AND GWB. PROTECT EXISTING 4" CONCRETE CURB AT GROUND FLOOR WINDOWS.
2	REMOVE EXISTING BASEBOARD SYSTEM IN PREPARATION OF WINDOW DEMOLITION AND NEW WINDOW INSTALLATION. CONTRACTOR TO MAKE NOTE OF INDIVIDUAL BASEBOARD BALANCE VALVE SETTING. REMOVE ENCLOSURE, ELEMENT, VALVES, AND ALL ASSOCIATED ACCESSORIES, AND STORE FOR REINSTALLATION. DEMOLISH CONTROL WIRING AND BRANCH PIPING TO EXTENT REQUIRED FOR WINDOW REMODEL WORK.
5	DEMOLISH 6" MINIMUM OF GYPSUM BOARD AT INTERIOR PERIMETER OF WINDOW IN PREPARATION FOR TIE IN OF EXISTING VAPOR RETARDER.
6	MODIFY EXISTING ACOUSTIC CEILING PANEL CEILING SYSTEM TO PREPARE FOR 12 24 00 WINDOW SHADES SYSTEM REQUIREMENTS. OPENING DIMENSIONS TO BE COORDINATED WITH 12 24 00 WINDOW SHADES. PROVIDE NEW ACOUSTIC CEILING PANEL SYSTEM COMPONENTS TO MATCH EXISTING AS REQUIRED. CONTRACTOR TO ABATE ALL EDGE ANGLE ACM MASTICS AND DISPOSE OF PER ALL APPLICABLE LAWS.
7	PROTECT WALL EXISTING MURAL. COORDINATE REMOVAL AND REINSTALLATION OF MURAL TRIM AND GYPSUM BOARD DEMOLITION QUANTITY WITH ARCHITECT PRIOR TO PROCEEDING
100	TIE IN 07 62 00 SELF-ADHERED FLASHING INTO EXISTING VAPOR RETARDER. IF EXISTING VAPOR RETARDER IS DAMAGED REPLACE WITH 09 21 16 VAPOR RETARDER. REPLACE AREA OF DEMOLISHED GYPSUM BOARD WITH 09 21 16 5/8" GYPSUM BOARD, TYPE X. 09 90 00 PAINT TO MATCH EXISTING COLORS. SEE A0.02 FOR EXISTING PAINT COLORS.
101	CONTRACTOR TO REINSTALL PREVIOUSLY REMOVED BASEBOARD IN LOCATION SHOWN. INSPECT ELEMENT AND REPAIR OR REPLACE WITH SIMILAR IF DAMAGED. MOUNT ENCLOSURE AT HEIGHT RECOMMENDED BY MANUFACTURER TO METAL PANEL BELOW WINDOW AS REQUIRED. EXTEND EXISTING PIPING, SAME SIZE AS EXISTING, AND CONTROL WIRING AS REQUIRED TO RECONNECT. ENSURE BALANCE VALVE IS SET TO FLOW NOTED DURING DEMOLITION.

REVISIONS

No	Description	Date

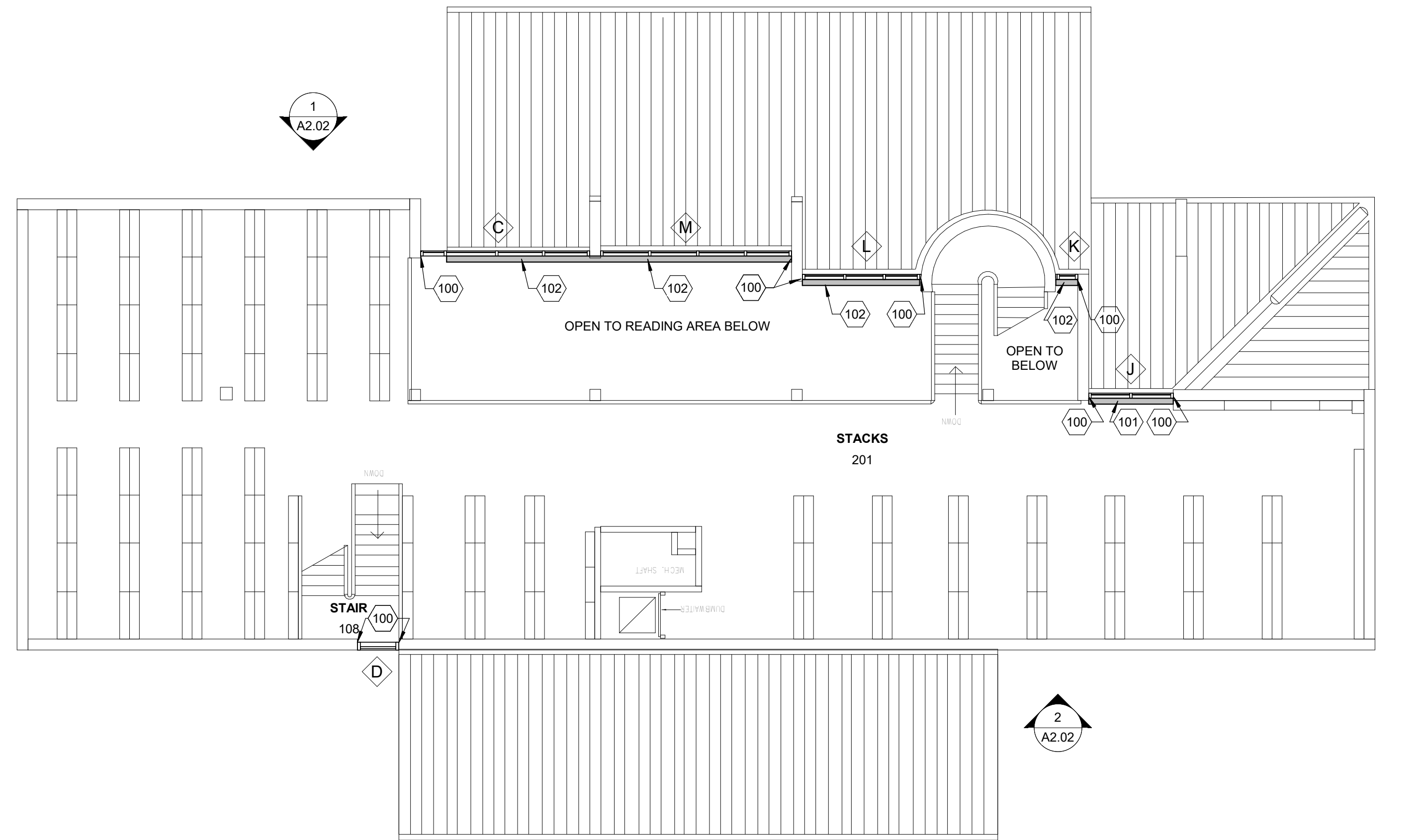


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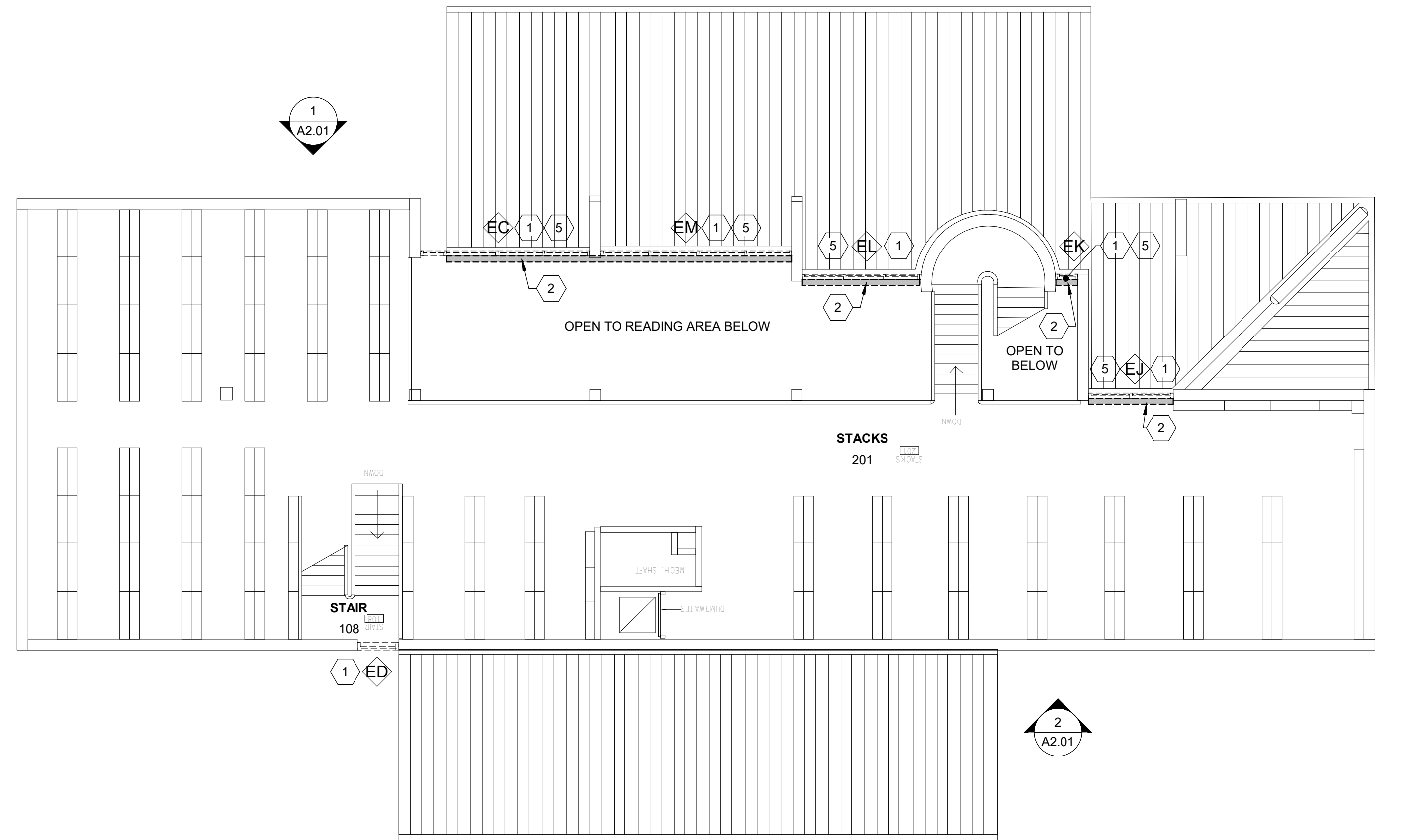
COV LIBRARY WINDOW REPLACEMENT
 VALDEZ, ALASKA
 BDS Project No.: 621010.00
 Client Project No.:
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 FEBRUARY 21, 2025

DEMO & NEW FLOOR PLANS - FIRST FLOOR
A1.02

NOTIFICATION OF POTENTIAL HAZARDS: Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1, and 2 for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.



2 FLOOR PLAN - NEW - SECOND FLOOR
A1.03 SCALE: 1/8" = 1'-0"



1 FLOOR PLAN - DEMO - SECOND FLOOR
A1.03 SCALE: 1/8" = 1'-0"

PLAN LEGEND

- EXISTING DOOR
- NEW DOOR

DEMO PLAN LEGEND

- EXISTING DOOR TO BE DEMOLISHED
- EXISTING DOOR TO REMAIN
- ITEM TO BE DEMOLISHED
- EXTENT OF CEILING TO BE DEMOLISHED

NOTES

1. CONTRACTOR TO REMOVE, STORE, AND MODIFY OR RELOCATE ALL LIGHTING OR DIFFUSER AS REQUIRED TO SUPPORT NEW WINDOW INSTALLATION. APPROXIMATELY (1) LIGHT FIXTURES AND (2) HVAC DIFFUSERS.
2. MODIFY EXISTING CEILING SYSTEMS AS REQUIRED TO ACCOMMODATE NEW WINDOW INSTALLATION.

KEYNOTES

- | NUMBER | KEYNOTE |
|--------|---|
| 1 | DEMOLISH ALUMINUM CLAD WOOD WINDOW IN ENTIRETY INCLUDING BUT NOT LIMITED TO ALL ASSOCIATED TRIM, NAILERS, ANCHORS, ATTACHMENT CLIPS, AND SPANDREL PANELS WITH BATT INSULATION AND GWB. PROTECT EXISTING 4" CONCRETE CURB AT GROUND FLOOR WINDOWS. |
| 2 | REMOVE EXISTING BASEBOARD SYSTEM IN PREPARATION OF WINDOW DEMOLITION AND NEW WINDOW INSTALLATION. CONTRACTOR TO MAKE NOTE OF INDIVIDUAL BASEBOARD BALANCE VALVE SETTING, REMOVE ENCLOSURE, ELEMENT, VALVES, AND ALL ASSOCIATED ACCESSORIES, AND STORE FOR REINSTALLATION. DEMOLISH CONTROL WIRING AND BRANCH PIPING TO EXTENT REQUIRED FOR WINDOW REMODEL WORK. |
| 5 | DEMOLISH 6" MINIMUM OF GYPSUM BOARD AT INTERIOR PERIMETER OF WINDOW IN PREPARATION FOR TIE IN OF EXISTING VAPOR RETARDER. |
| 100 | TIE IN 07 62 00 SELF-ADHERED FLASHING INTO EXISTING VAPOR RETARDER. IF EXISTING VAPOR RETARDER IS DAMAGED REPLACE WITH 09 21 16 VAPOR RETARDER. REPLACE ARE OF DEMOLISHED GYPSUM BOARD WITH 09 21 16 5/8" GYPSUM BOARD, TYPE X. 09 90 00 PAINT TO MATCH EXISTING COLORS. SEE A0.02 FOR EXISTING PAINT COLORS. |
| 101 | CONTRACTOR TO REINSTALL PREVIOUSLY REMOVED BASEBOARD IN LOCATION SHOWN. INSPECT ELEMENT AND REPAIR OR REPLACE WITH SIMILAR IF DAMAGED. MOUNT ENCLOSURE AT HEIGHT RECOMMENDED BY MANUFACTURER TO METAL PANEL BELOW WINDOW AS REQUIRED. EXTEND EXISTING PIPING, SAME SIZE AS EXISTING, AND CONTROL WIRING AS REQUIRED TO RECONNECT. ENSURE BALANCE VALVE IS SET TO FLOW NOTED DURING DEMOLITION. |
| 102 | CONTRACTOR TO REINSTALL PREVIOUSLY REMOVED BASEBOARD IN LOCATION SHOWN. INSPECT ELEMENT AND REPAIR OR REPLACE WITH SIMILAR IF DAMAGED. LOCATE BOTTOM OF BASEBOARD ENCLOSURE ON EXISTING METAL STUD FRAMED SUPPORT AND ATTACH BASEBOARD ENCLOSURE TO WALL BELOW WINDOW AS REQUIRED. EXTEND EXISTING PIPING, SAME SIZE AS EXISTING, AND CONTROL WIRING AS REQUIRED TO RECONNECT. ENSURE BALANCE VALVE IS SET TO FLOW NOTED DURING DEMOLITION. |

REVISIONS

No	Description	Date



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FEBRUARY 21, 2025

DEMO & NEW FLOOR PLANS - SECOND FLOOR
A1.03

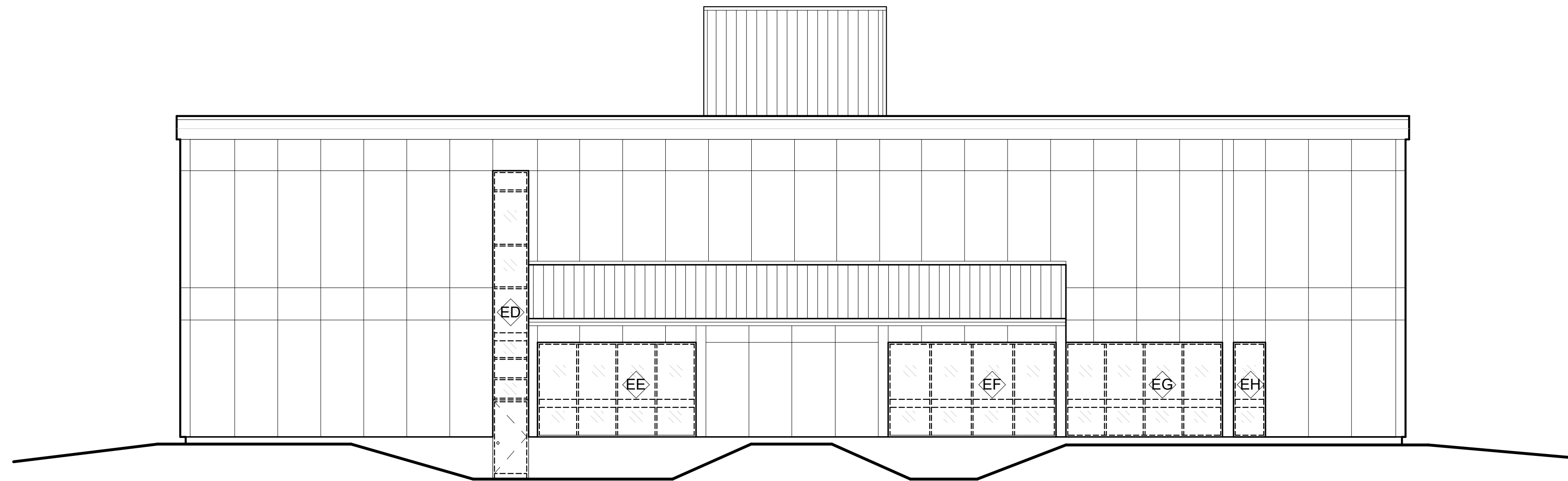
NOTIFICATION OF POTENTIAL HAZARDS: Asbestos, lead, and other hazardous materials are present in the building and may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on Architectural, Structural, Mechanical, and Electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1, and 2 for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

NOTES

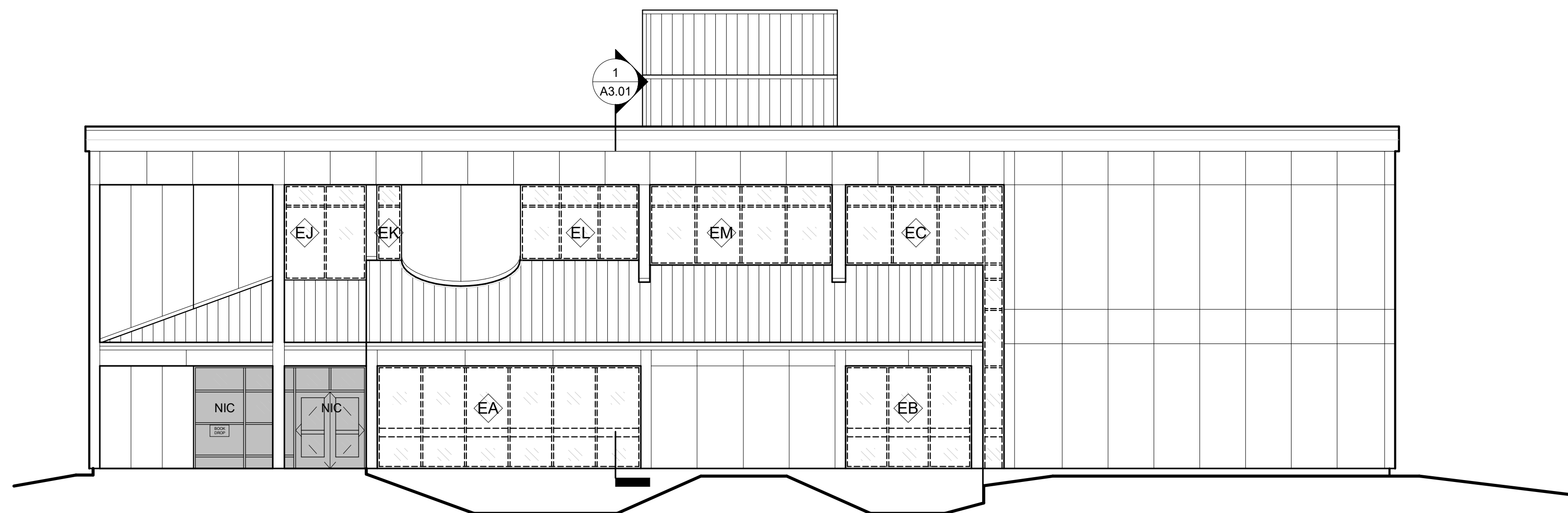
1. ELEVATIONS ARE SHOWN FOR GENERAL DESIGN INTENT. SEE SHEET A0.02 FOR FENESTRATION DIMENSIONS AND GLAZING TYPES.

REVISIONS

No	Description	Date
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2 SOUTH ELEVATION - DEMOLITION
A2.01 SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION - DEMOLITION
A2.01 SCALE: 1/8" = 1'-0"



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FEBRUARY 21, 2025

DEMO EXTERIOR ELEVATIONS
A2.01

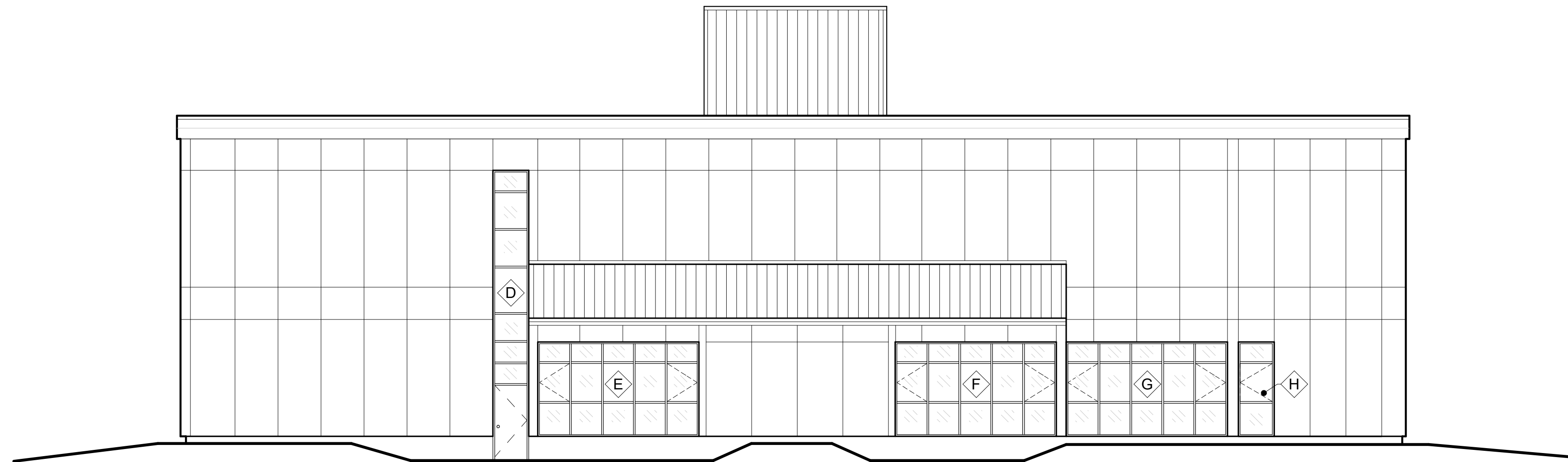
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NOTES

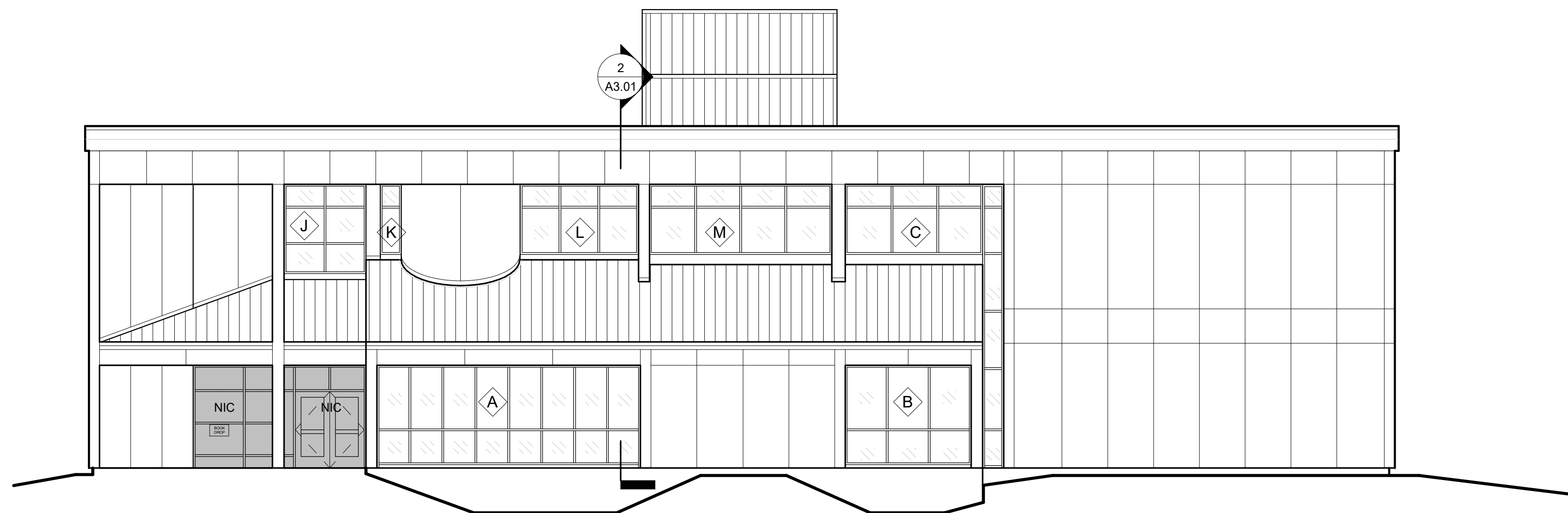
1. ELEVATIONS ARE SHOWN FOR GENERAL DESIGN INTENT. SEE SHEET A0.02 FOR FENESTRATION DIMENSIONS AND GLAZING TYPES.

REVISIONS

No	Description	Date
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2 SOUTH ELEVATION
A2.02 SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION
A2.02 SCALE: 1/8" = 1'-0"



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WINDOW
REPLACEMENT**

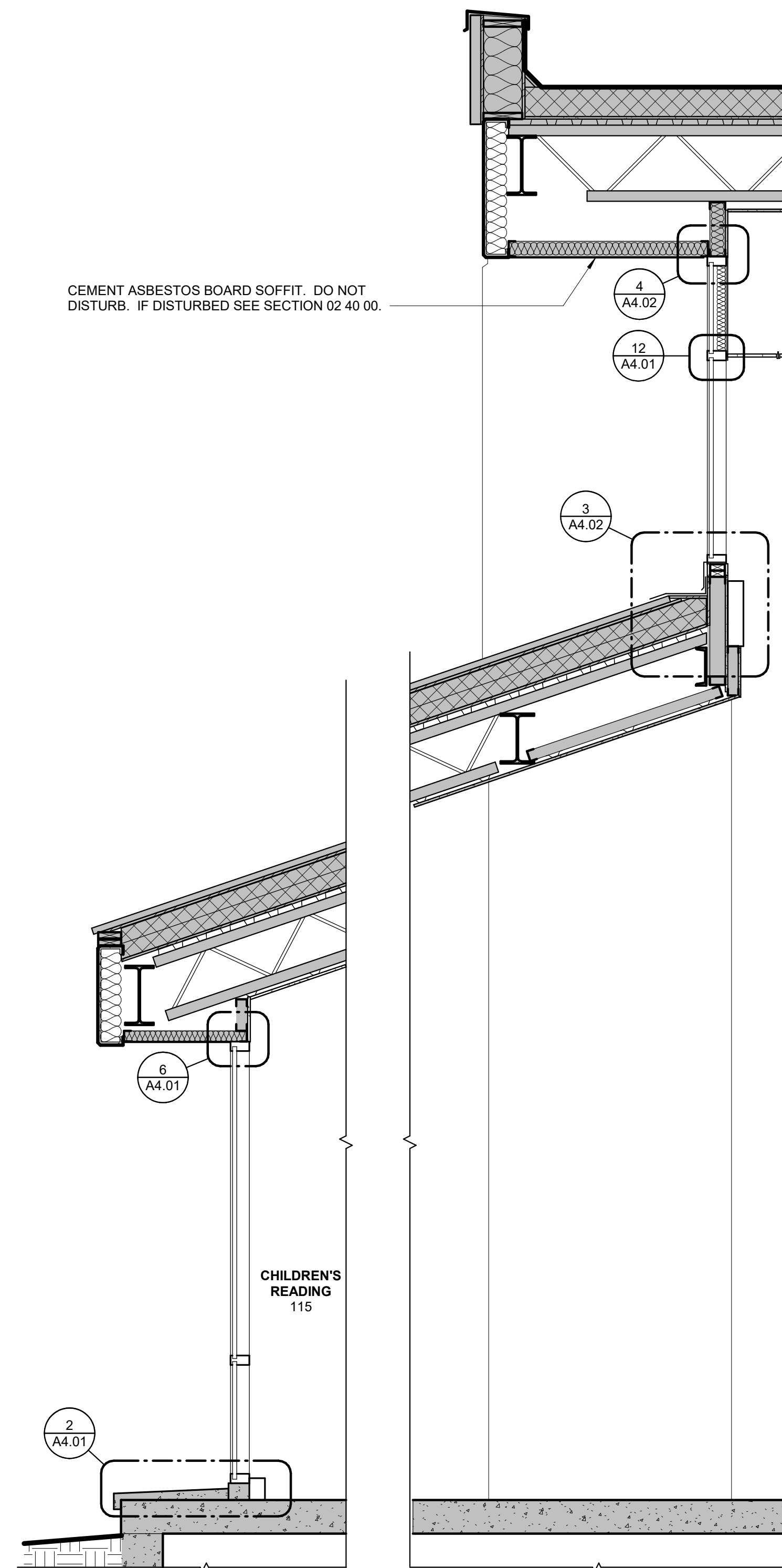
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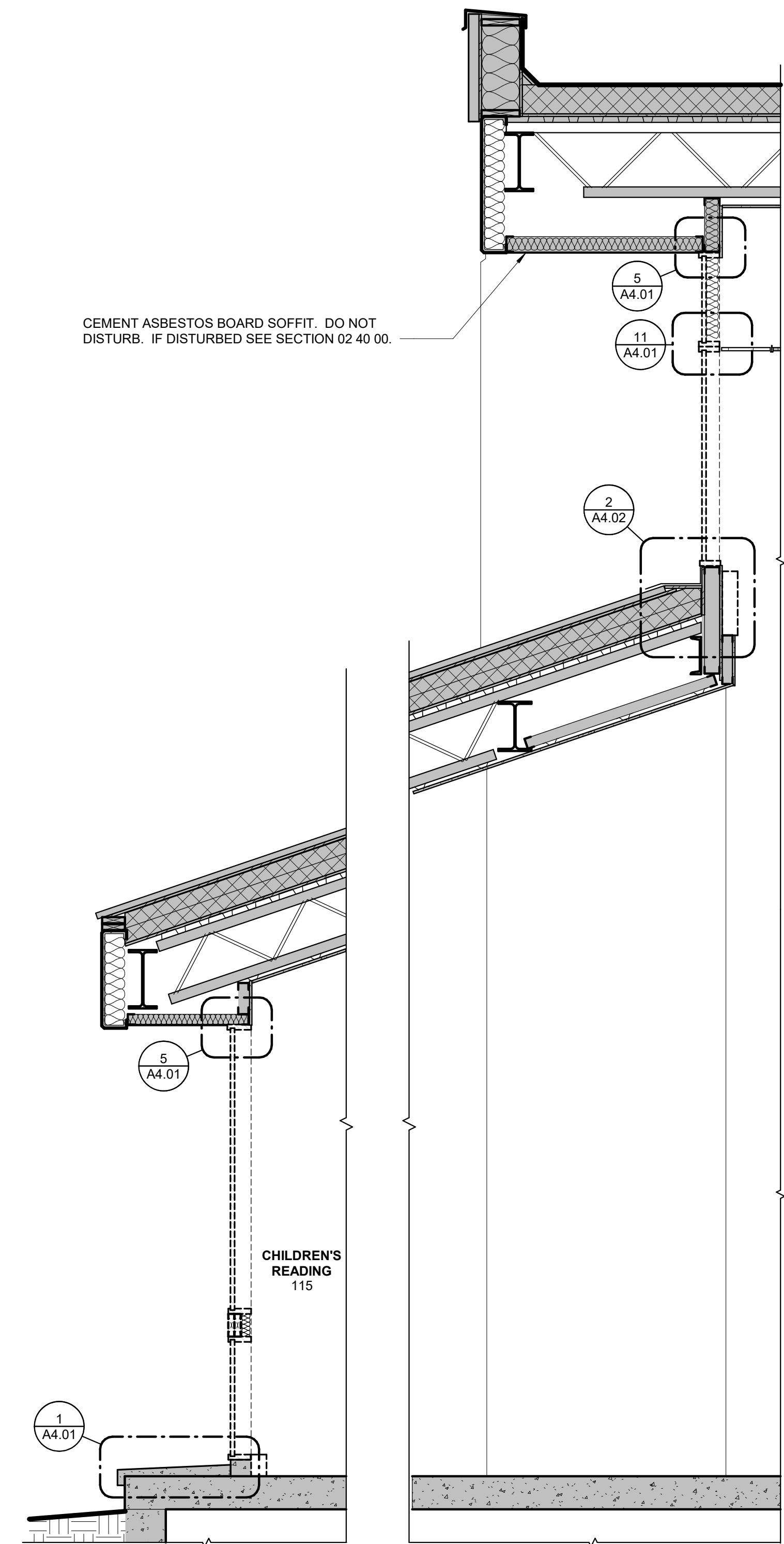
EXTERIOR
ELEVATIONS
A2.02

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REVISIONS		
No	Description	Date



2 SECTION AT WINDOWS A & L
A3.01 SCALE: 1/2" = 1'-0"



1 SECTION AT WINDOWS EA & EL - DEMOLITION
A3.01 SCALE: 1/2" = 1'-0"

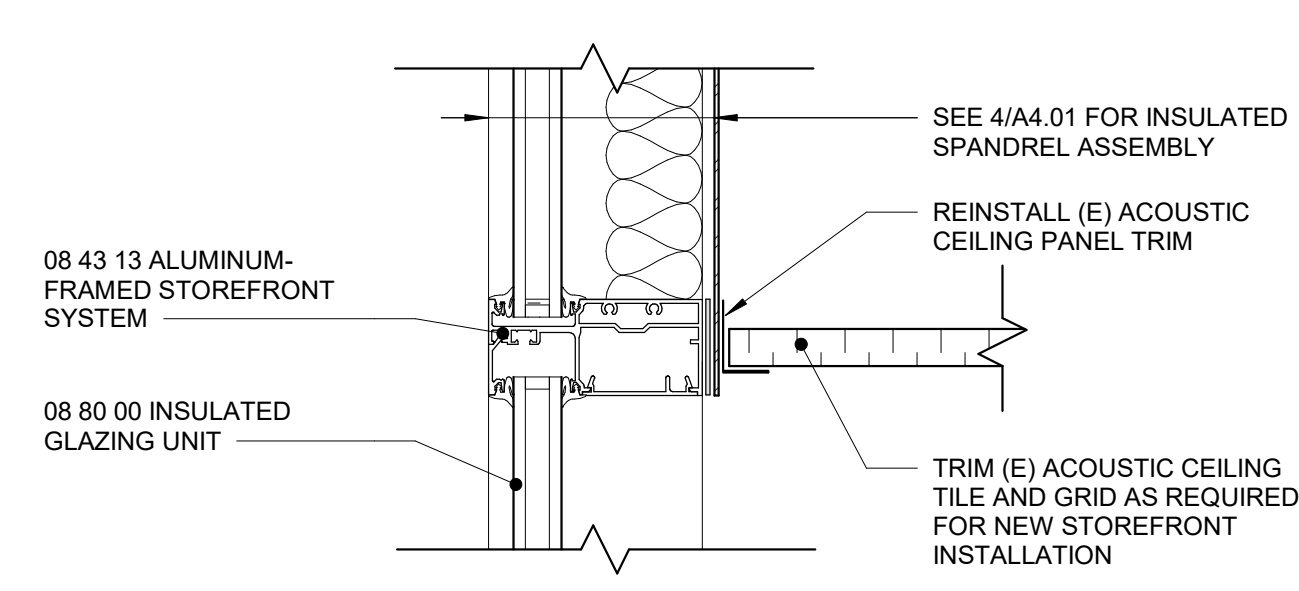


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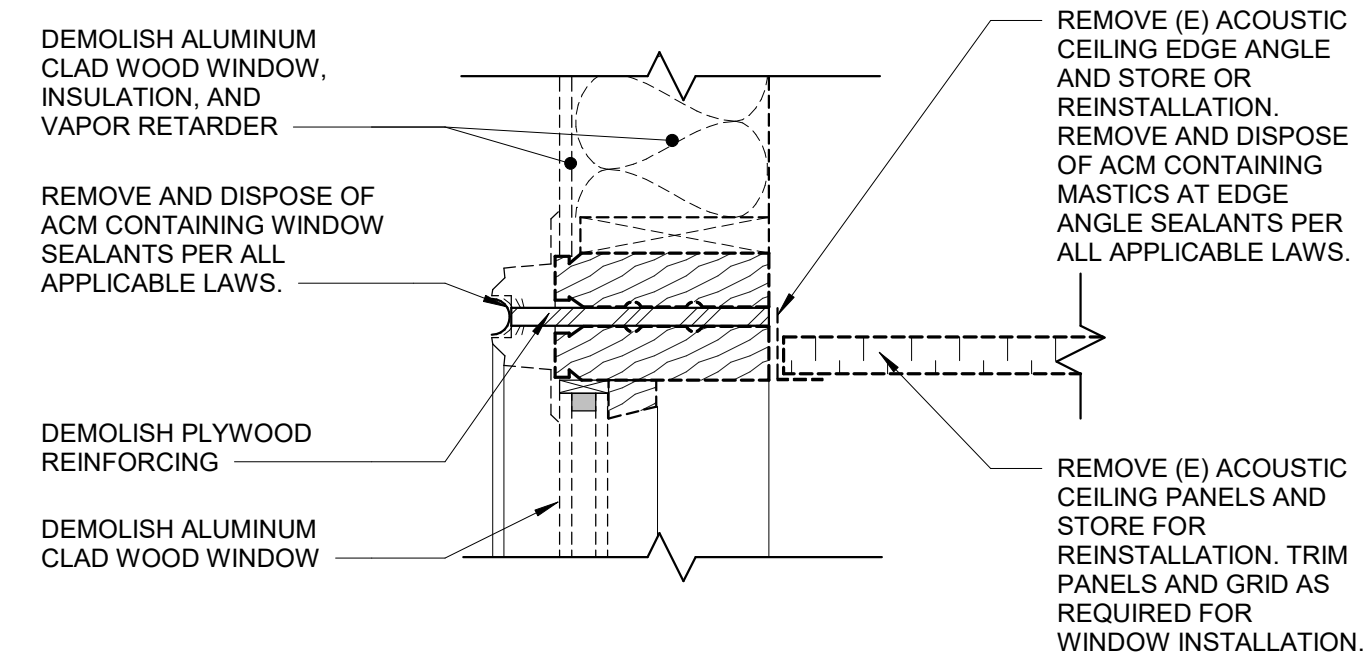
COV LIBRARY WINDOW REPLACEMENT
 VALDEZ, ALASKA
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 FEBRUARY 21, 2025

SECTIONS
A3.01

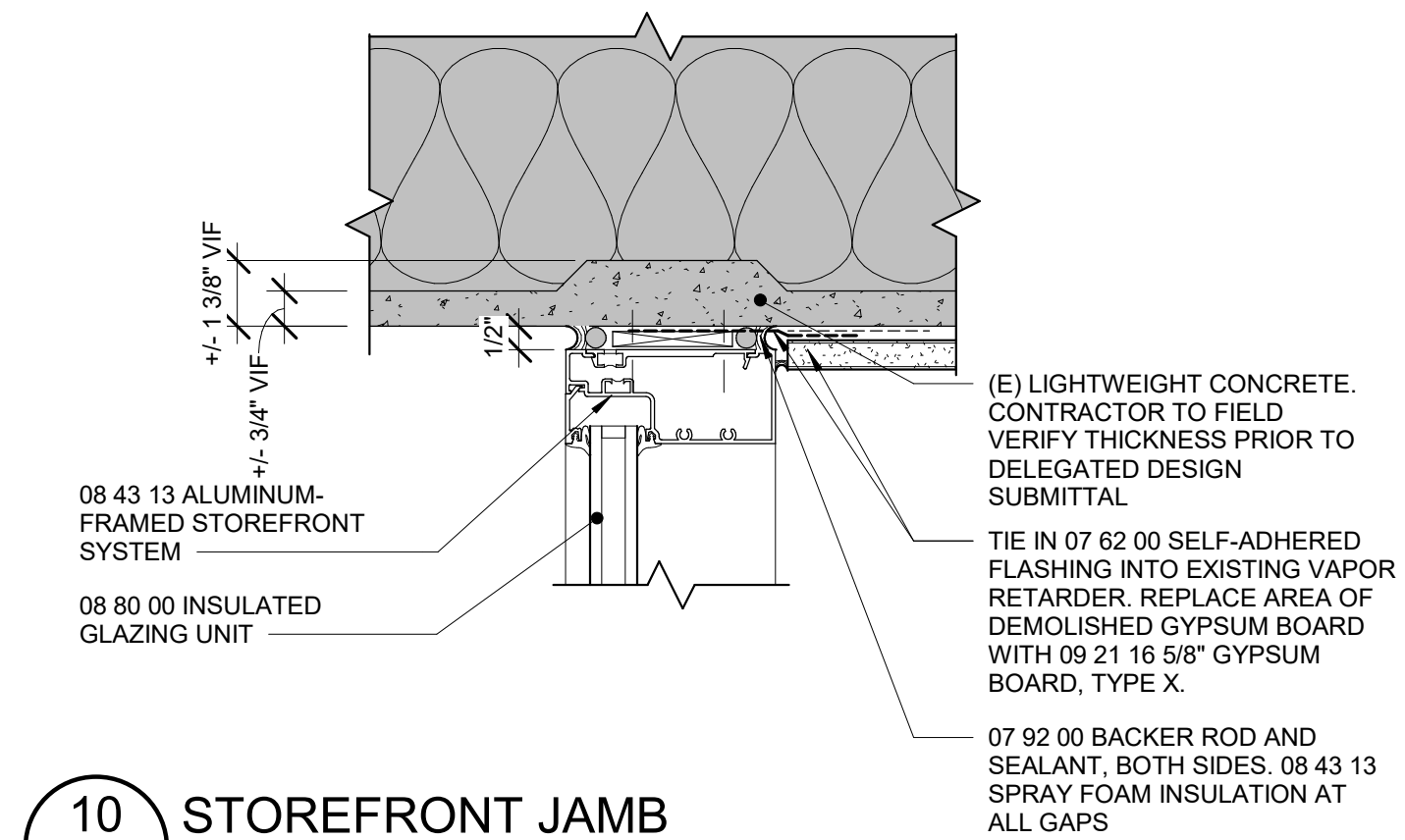
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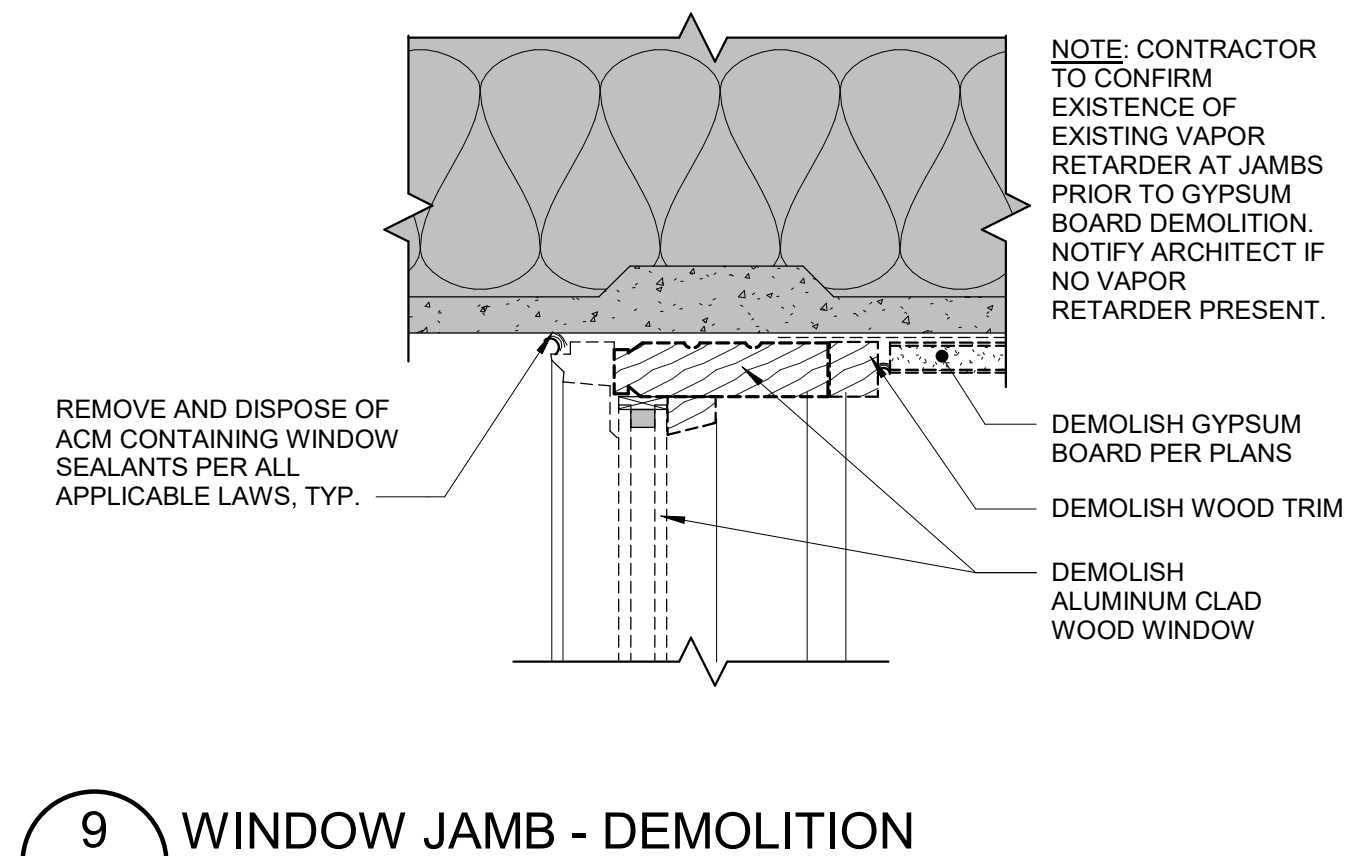
12 STOREFRONT INT. MULLION - CLERESTORY
A4.01 SCALE: 3" = 1'-0"



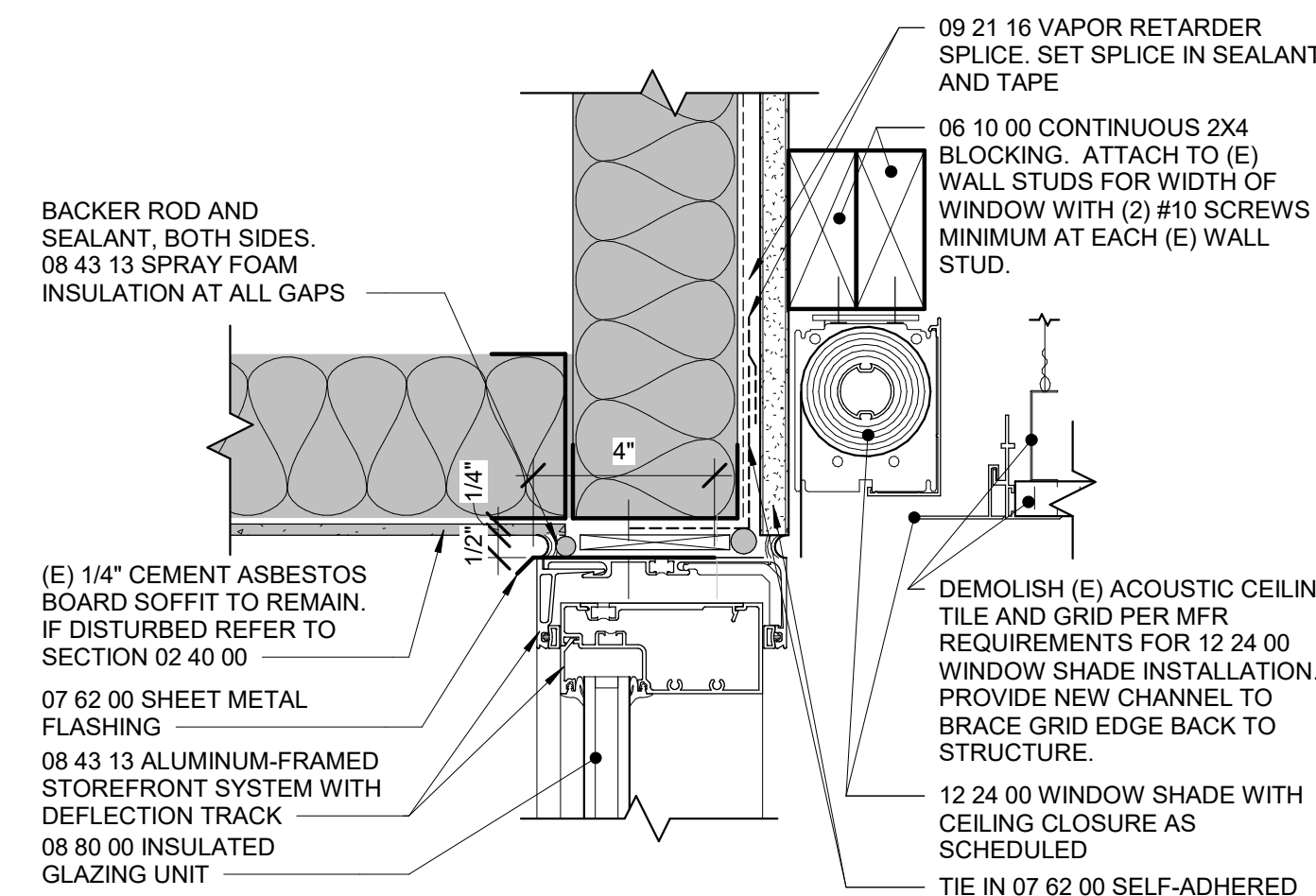
11 WINDOW INT. MULLION - CLERESTORY - DEMOLITION
A4.01 SCALE: 3" = 1'-0"



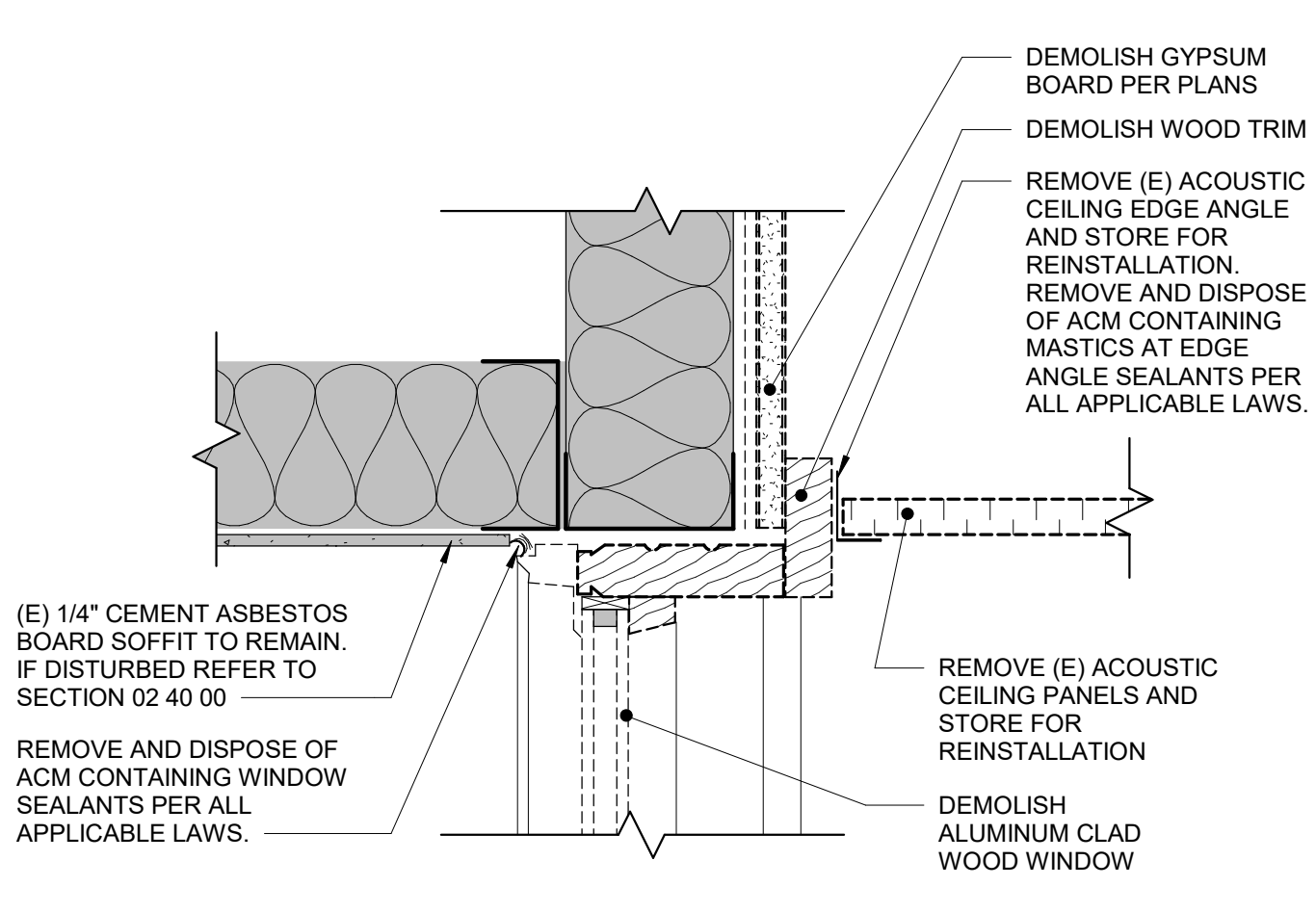
10 STOREFRONT JAMB
A4.01 SCALE: 3" = 1'-0"



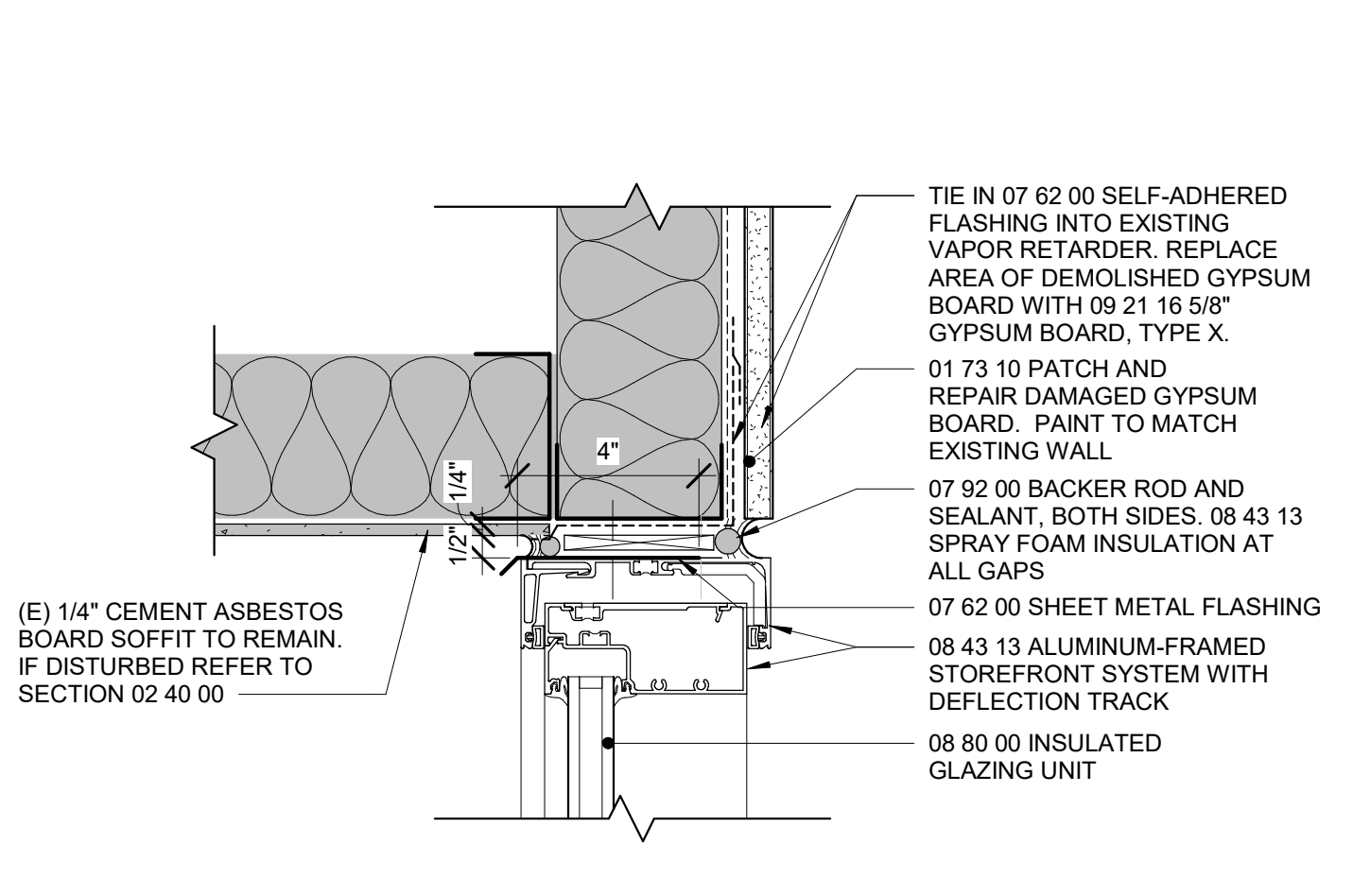
9 WINDOW JAMB - DEMOLITION
A4.01 SCALE: 3" = 1'-0"



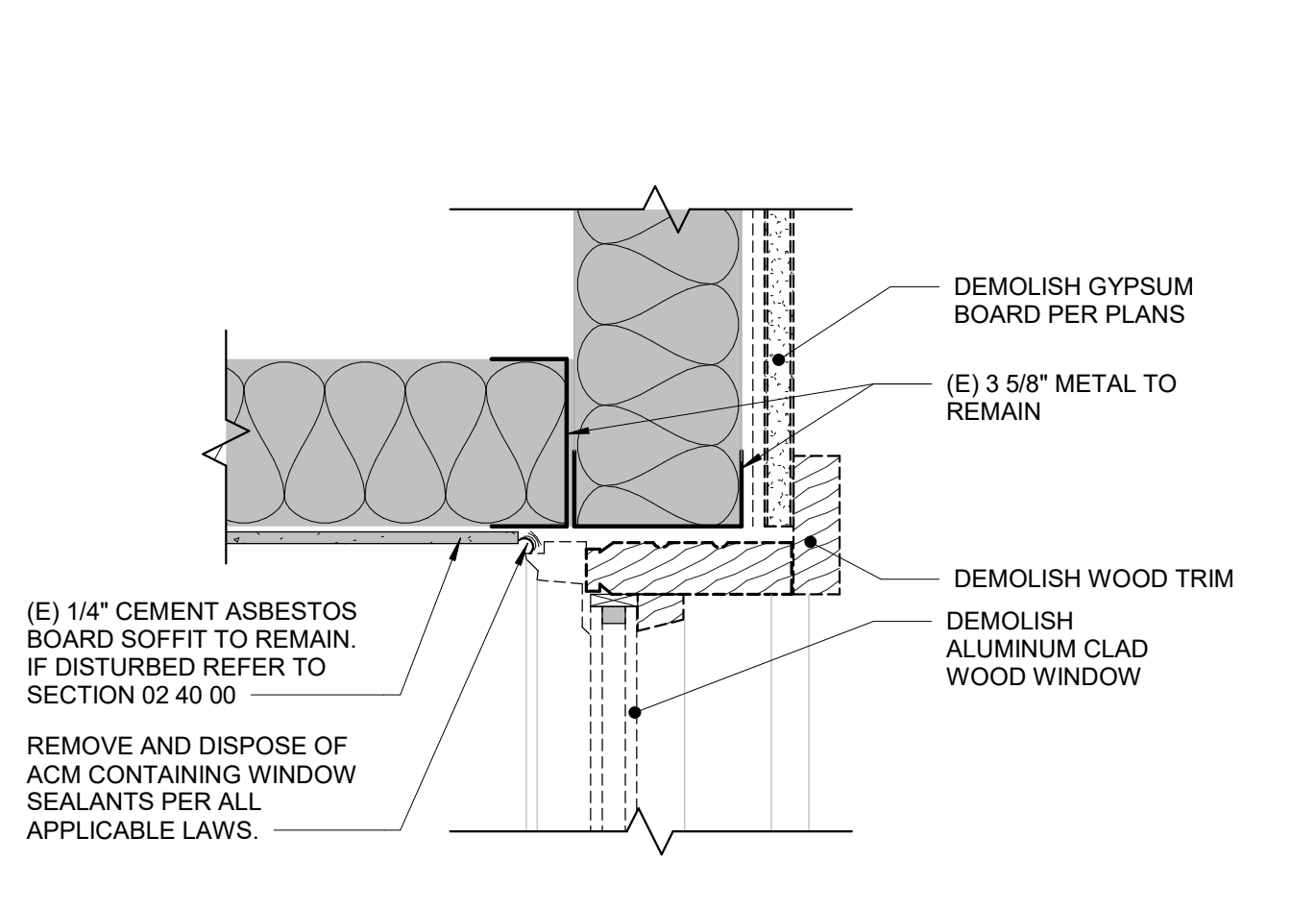
8 STOREFRONT HEAD 2
A4.01 SCALE: 3" = 1'-0"



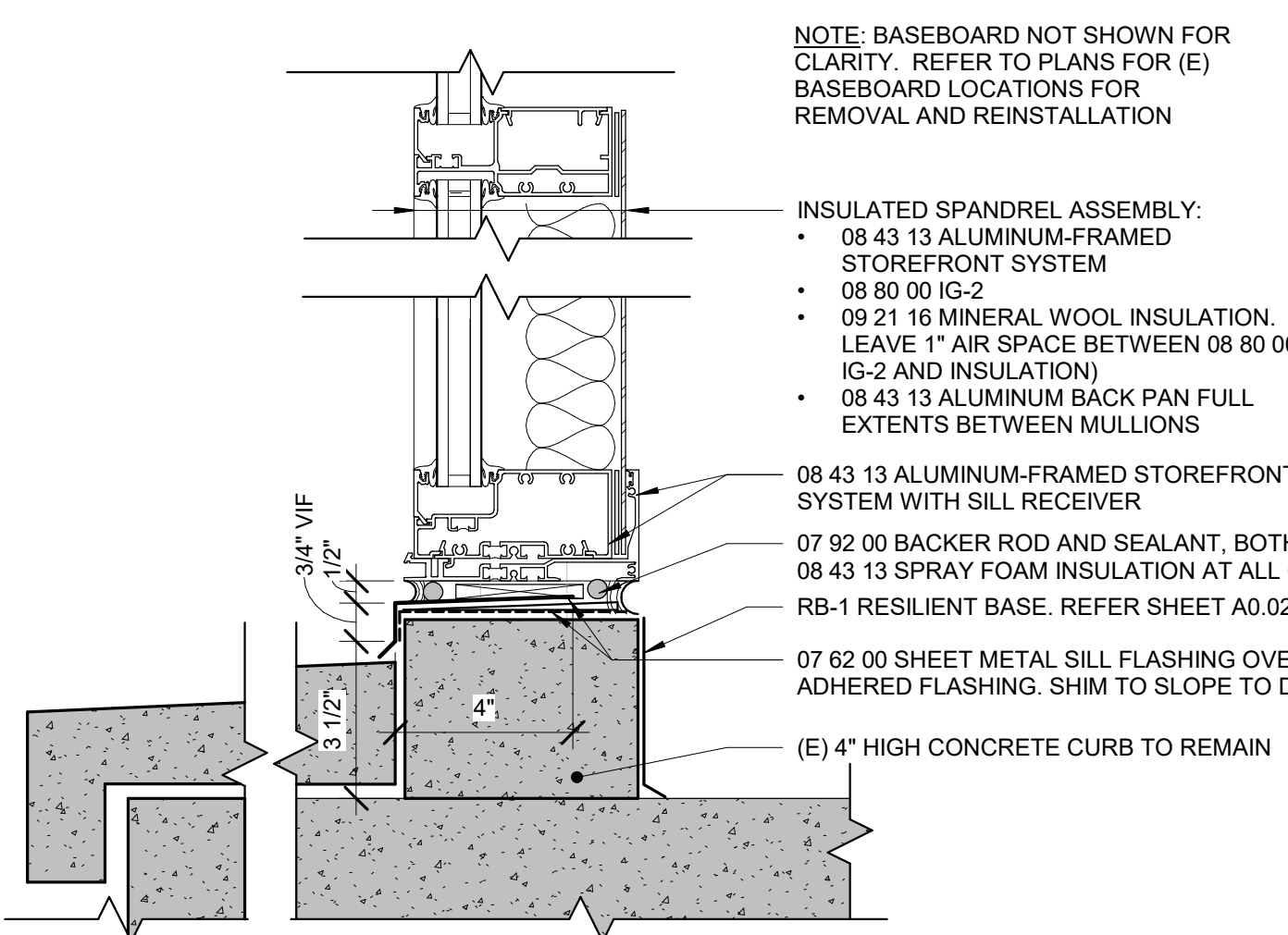
7 WINDOW HEAD 2 - DEMOLITION
A4.01 SCALE: 3" = 1'-0"



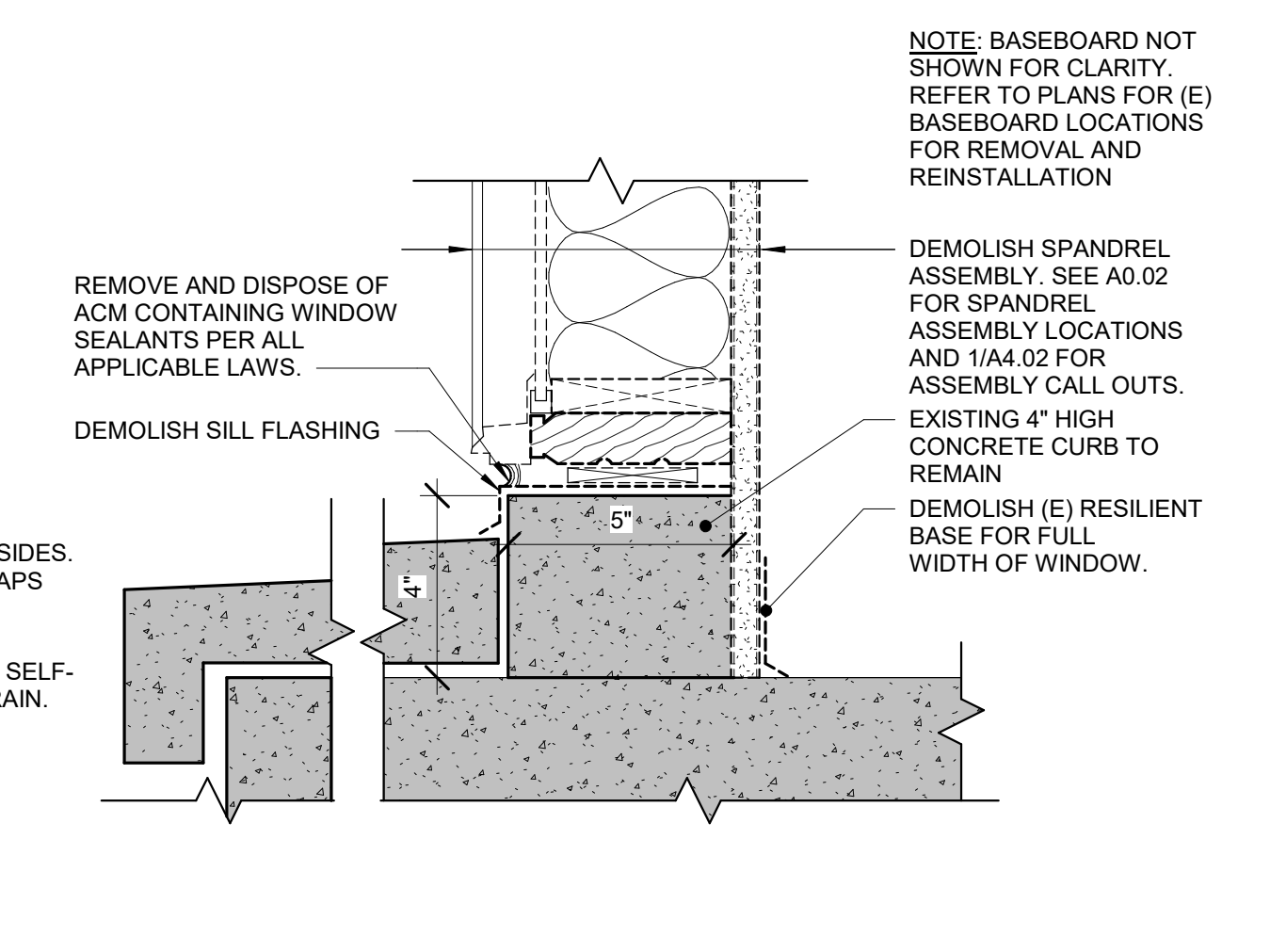
6 STOREFRONT HEAD 1
A4.01 SCALE: 3" = 1'-0"



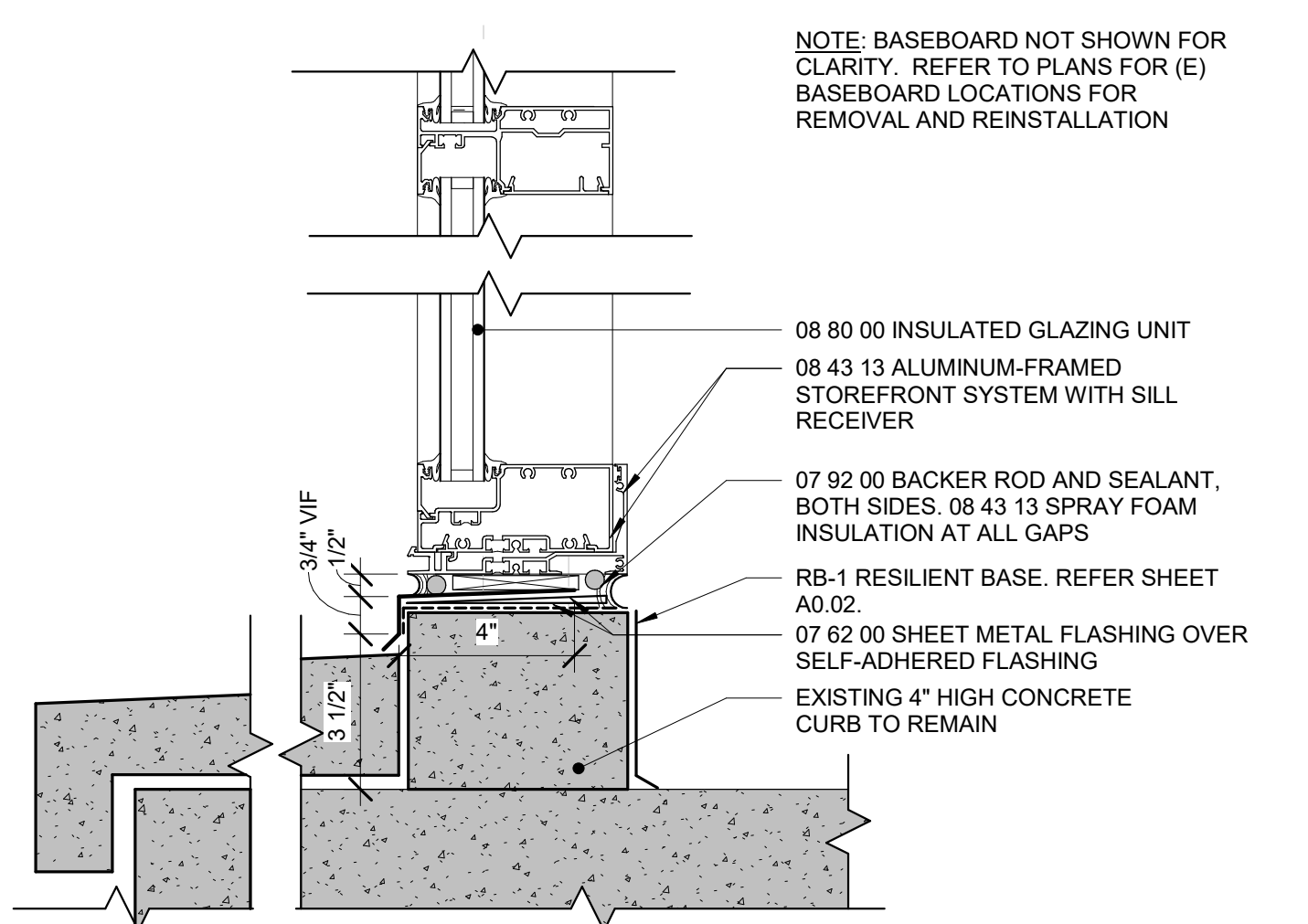
5 WINDOW HEAD 1 - DEMOLITION
A4.01 SCALE: 3" = 1'-0"



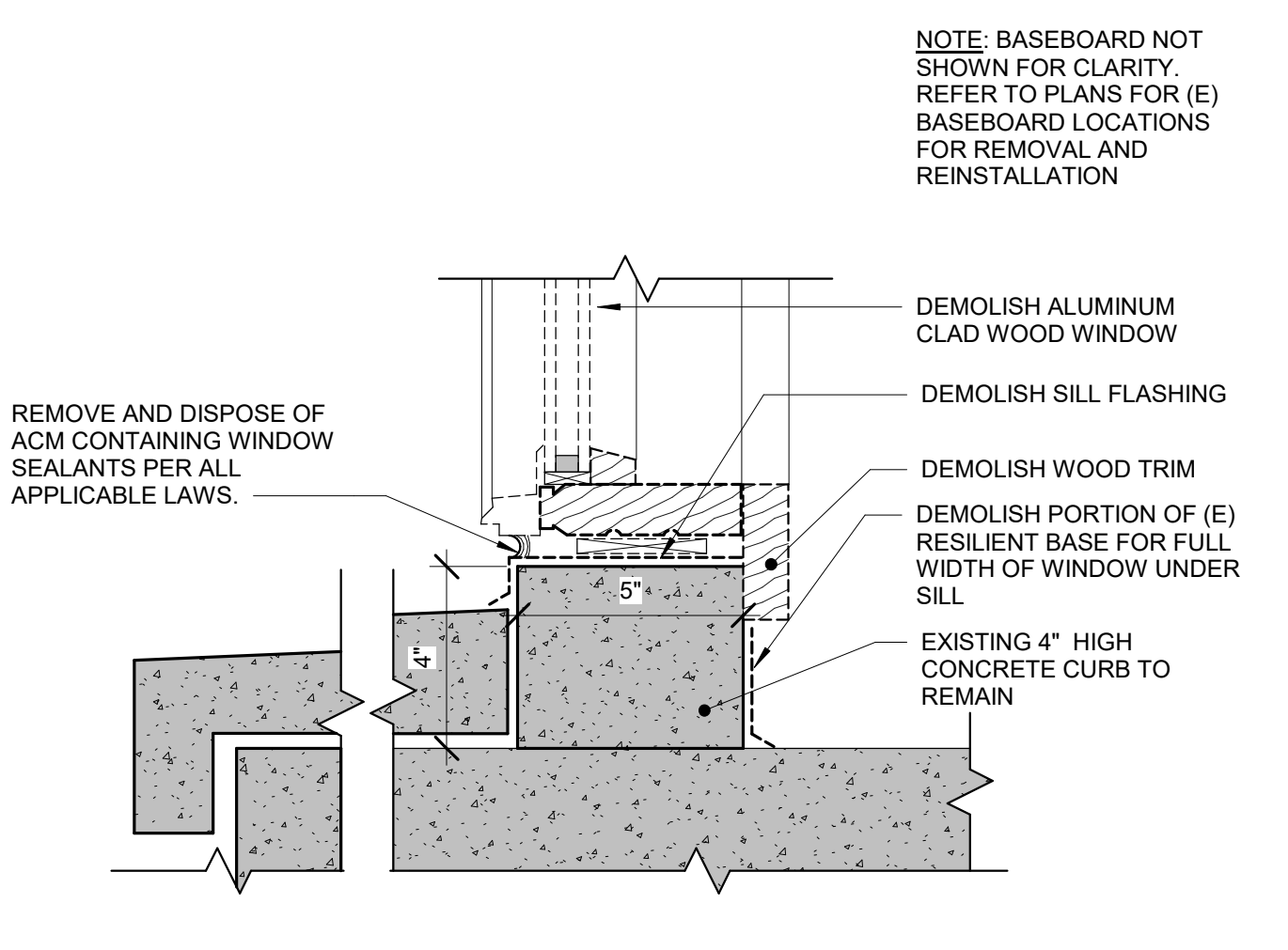
4 STORE FRONT SILL - FIRST FLOOR
A4.01 SCALE: 3" = 1'-0"



3 WINDOW SILL - FIRST FLOOR - DEMOLITION
A4.01 SCALE: 3" = 1'-0"

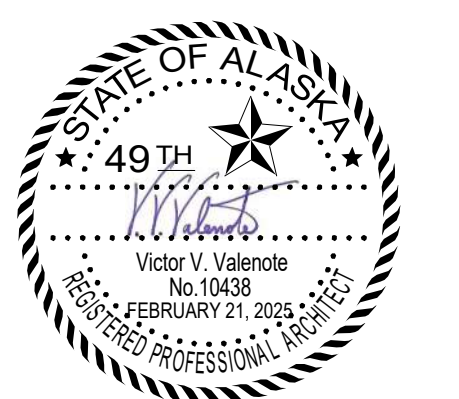


2 STORE FRONT SILL - FIRST FLOOR
A4.01 SCALE: 3" = 1'-0"



1 WINDOW SILL - FIRST FLOOR - DEMOLITION
A4.01 SCALE: 3" = 1'-0"

REVISIONS		
No	Description	Date



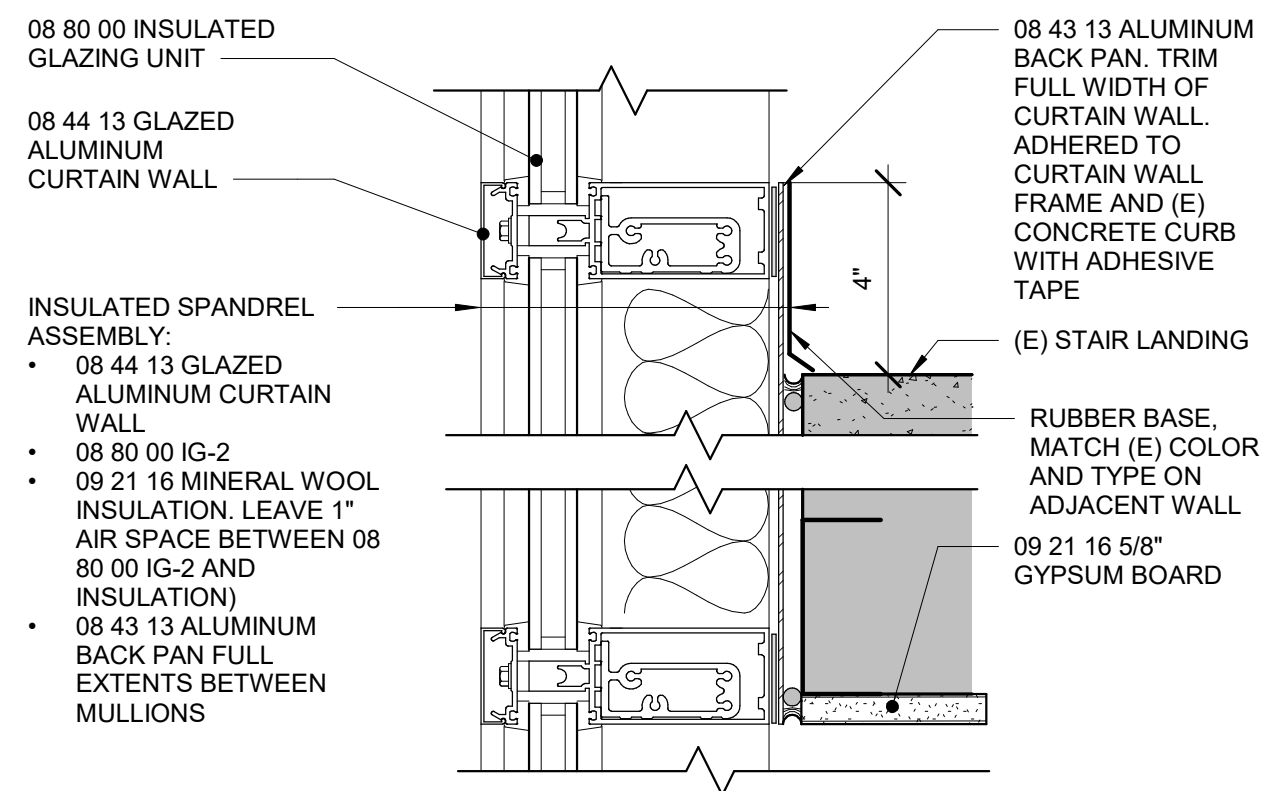
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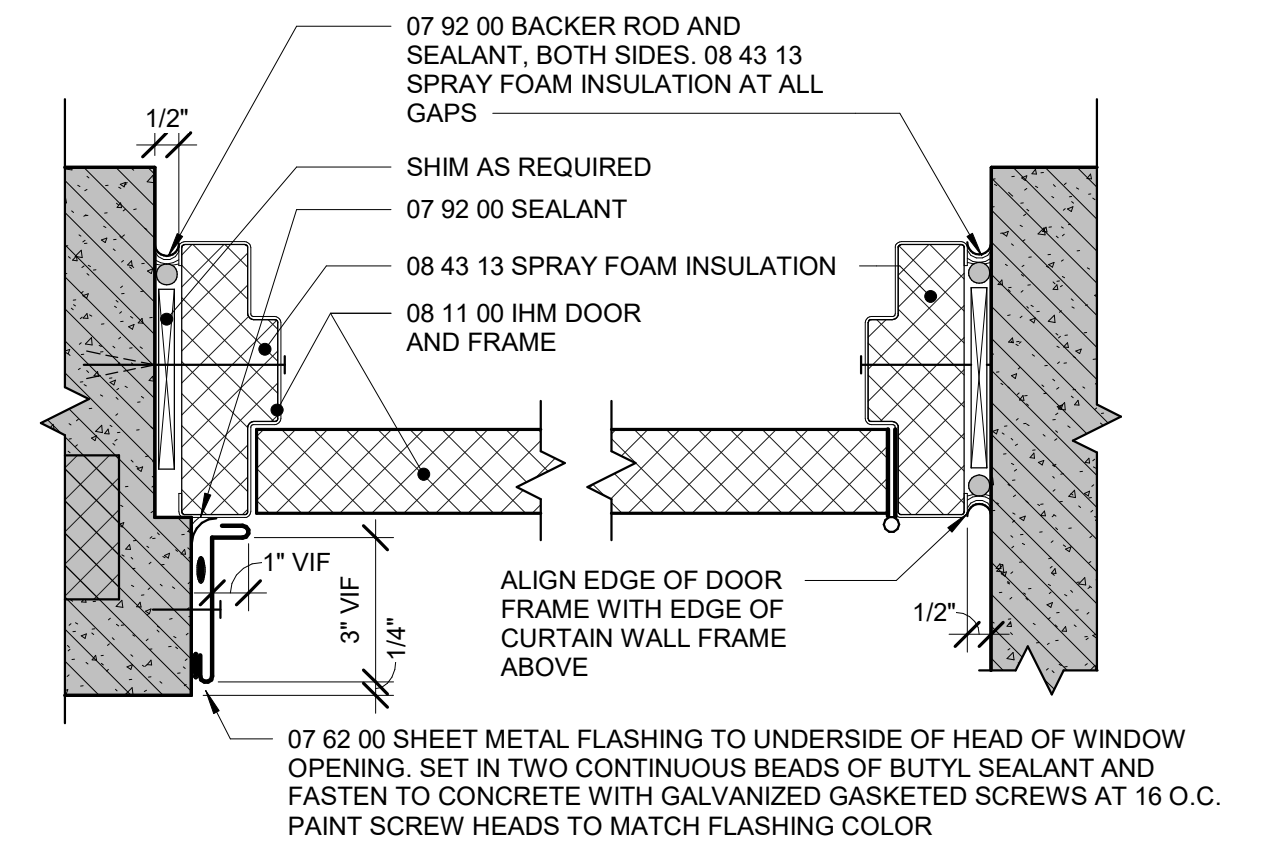
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BDS Project No.: 621010.00
Client Project No.:
CONFIRMED DOCUMENTS
FEBRUARY 21, 2025

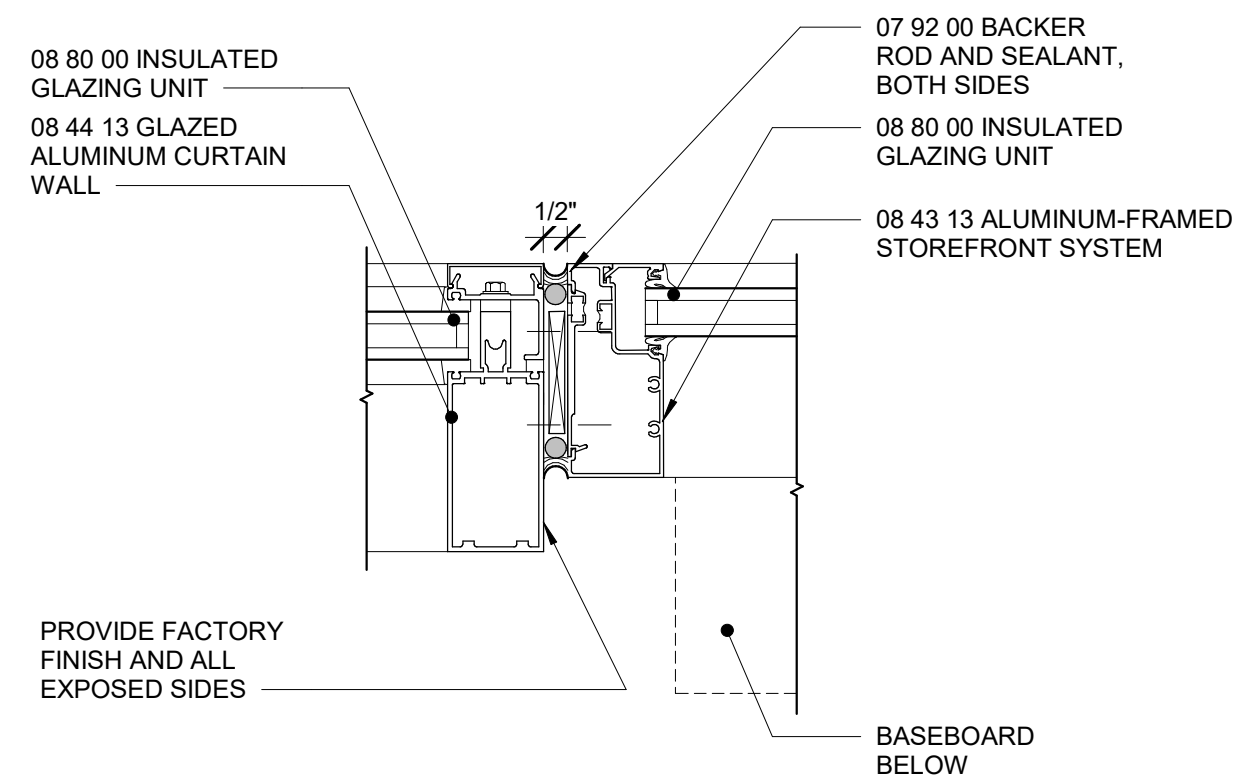
DETAILS
A4.01



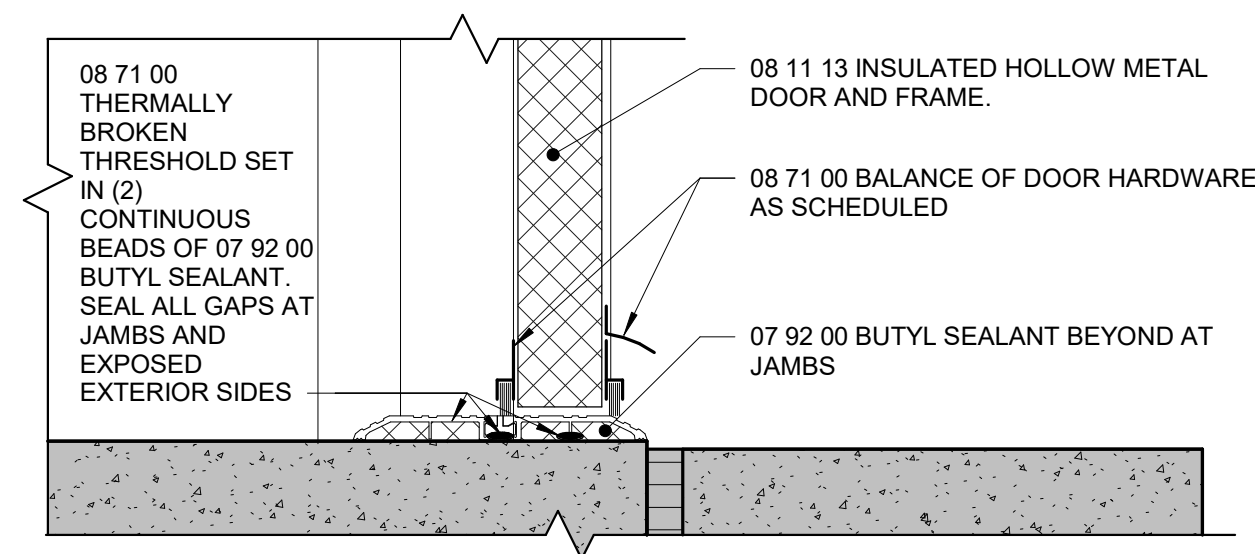
10 CURTAIN WALL AT (E) STAIR LANDING
A4.02 SCALE: 3" = 1'-0"



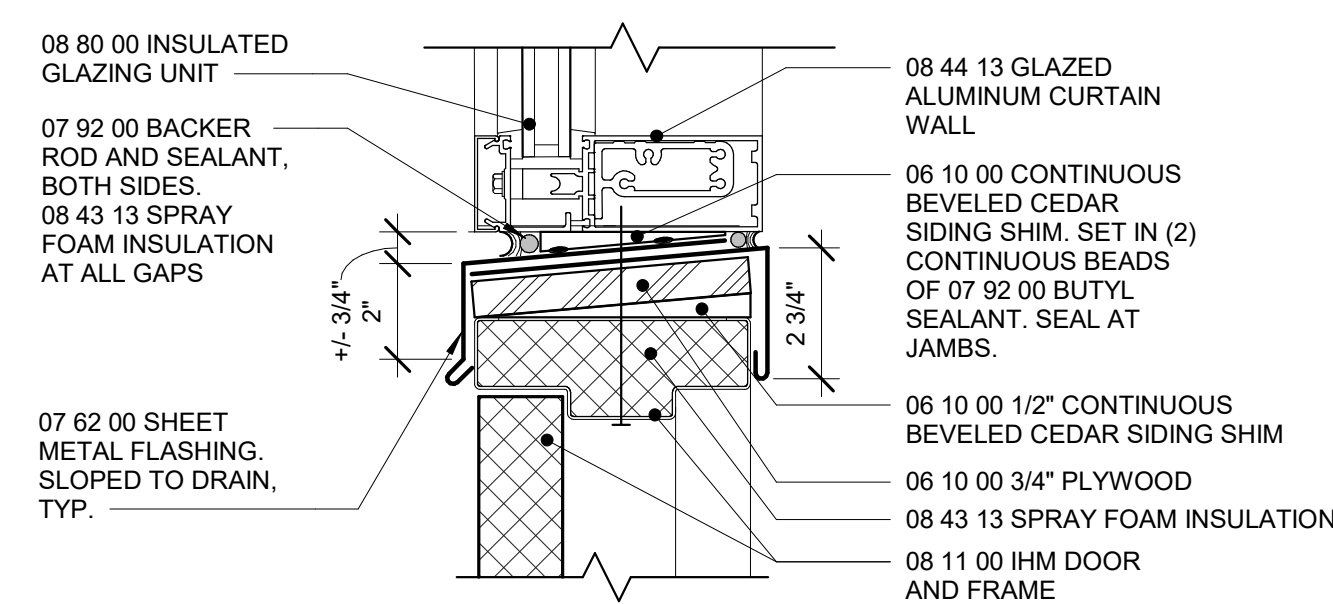
9 IHM DOOR JAMB AT PRECAST CONCRETE
A4.02 SCALE: 3" = 1'-0"



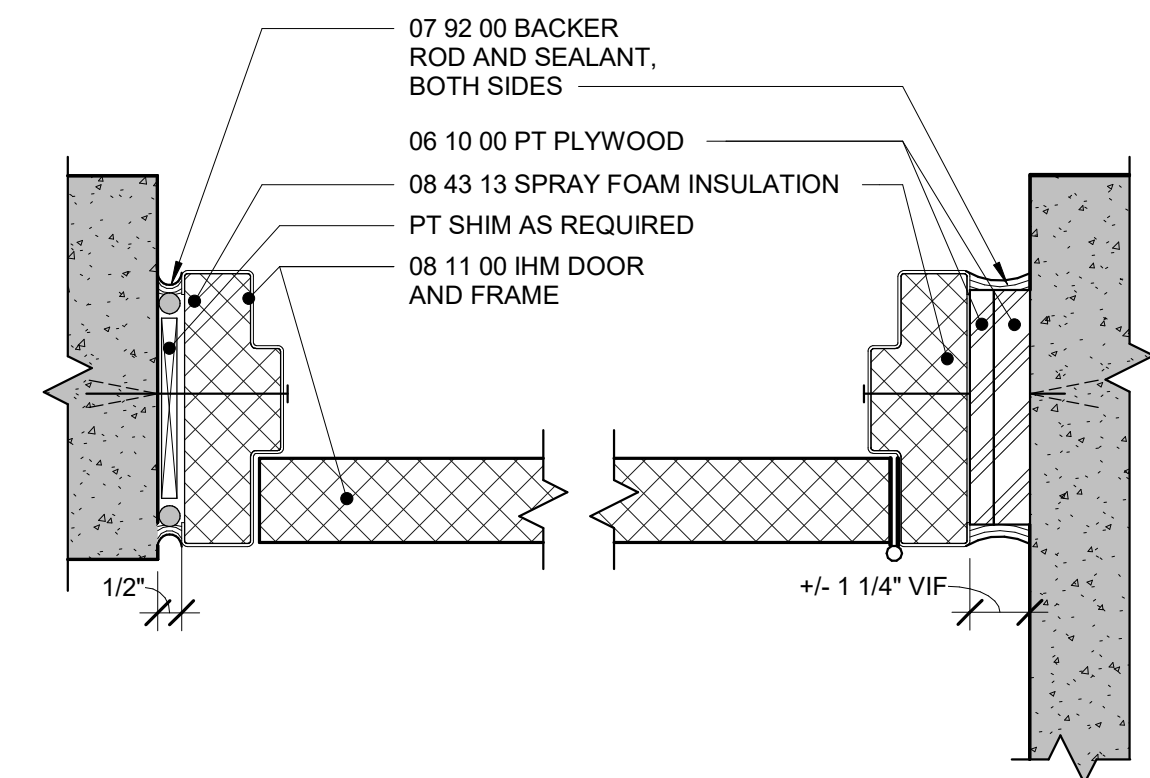
8 IHM DOOR THRESHOLD AT ALUM. CURTAIN WALL
A4.02 SCALE: 3" = 1'-0"



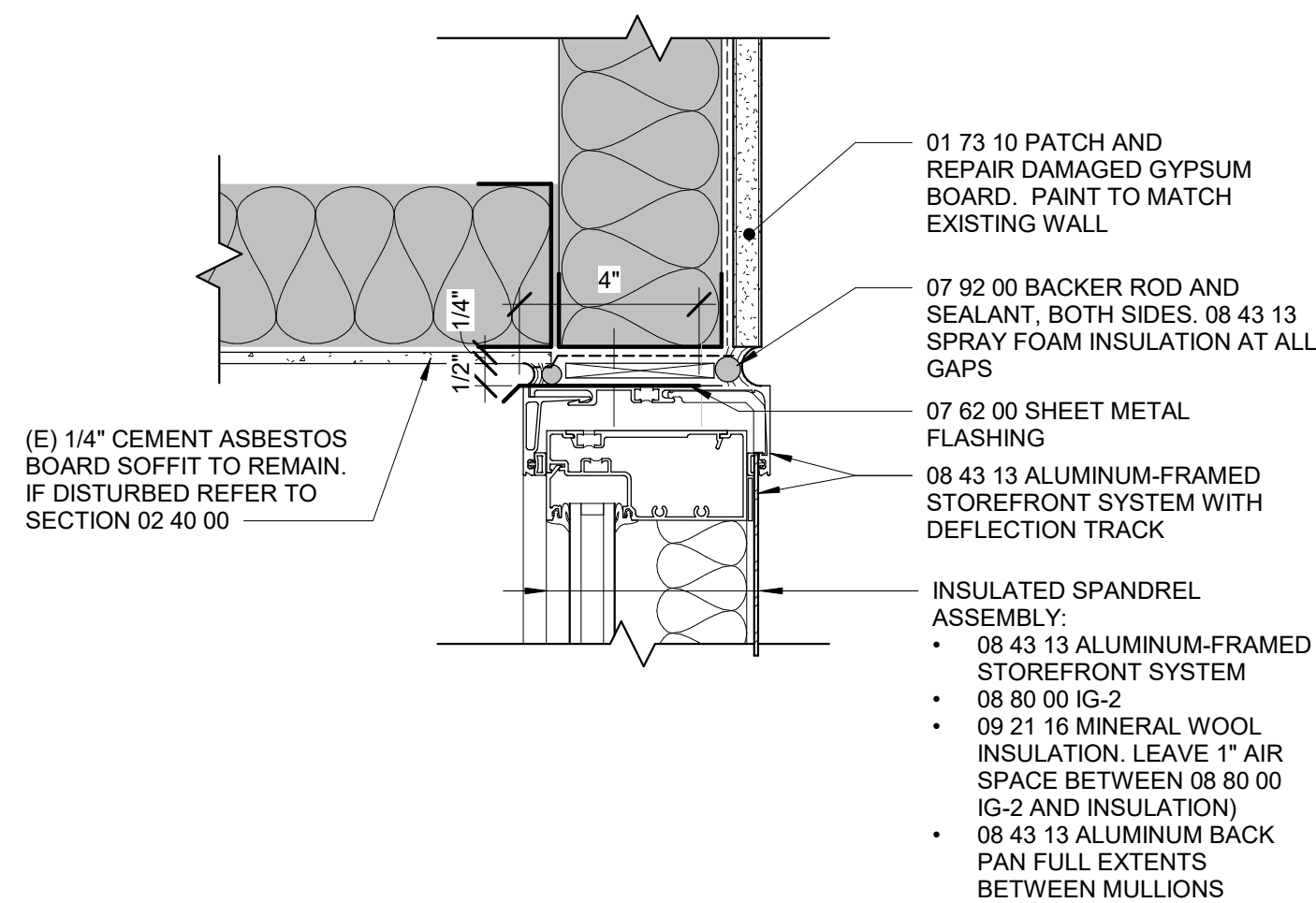
7 IHM DOOR THRESHOLD ALUM. CURTAIN WALL
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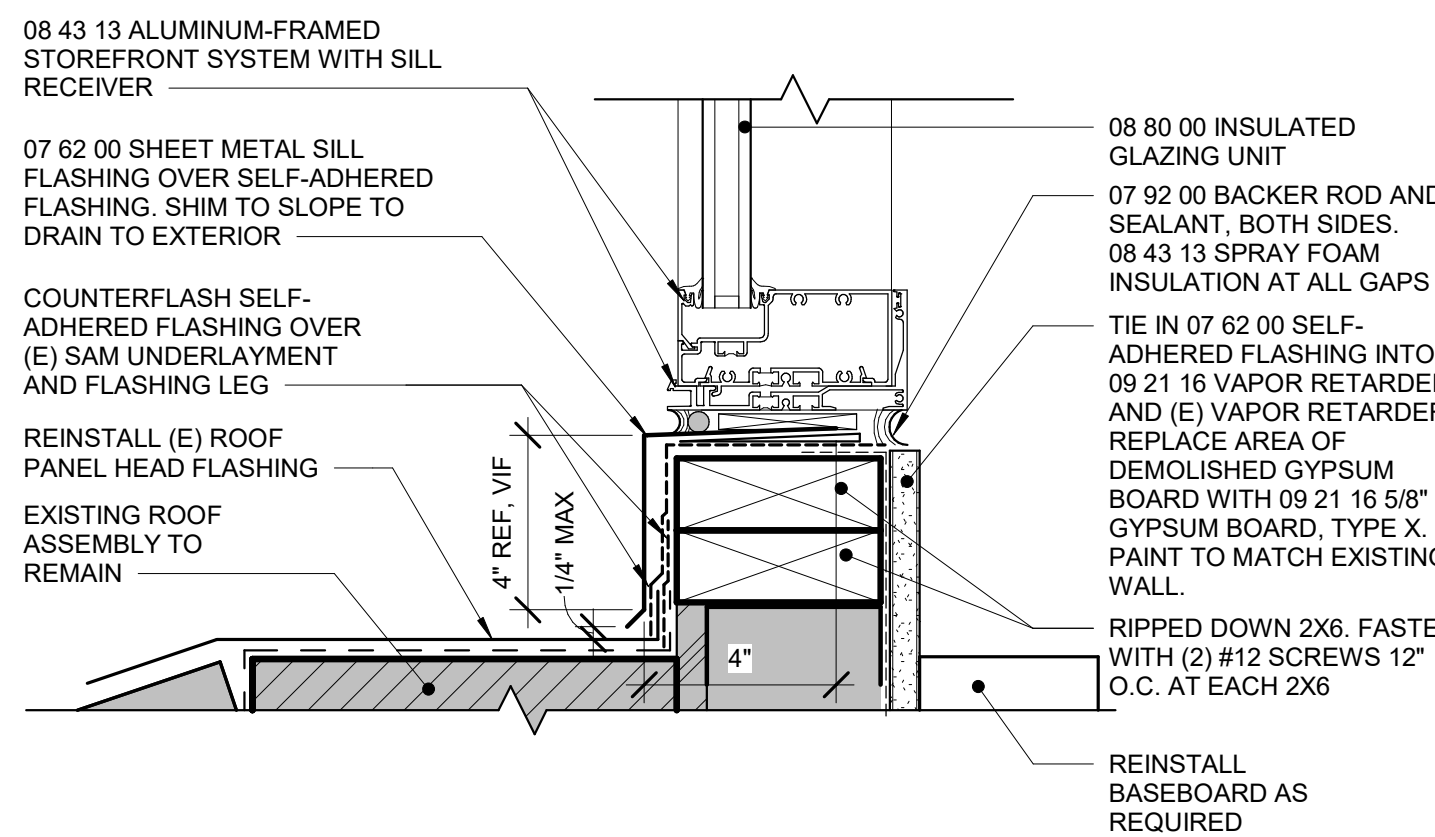
6 IHM DOOR HEAD AT CURTAIN WALL
A4.02 SCALE: 3" = 1'-0"



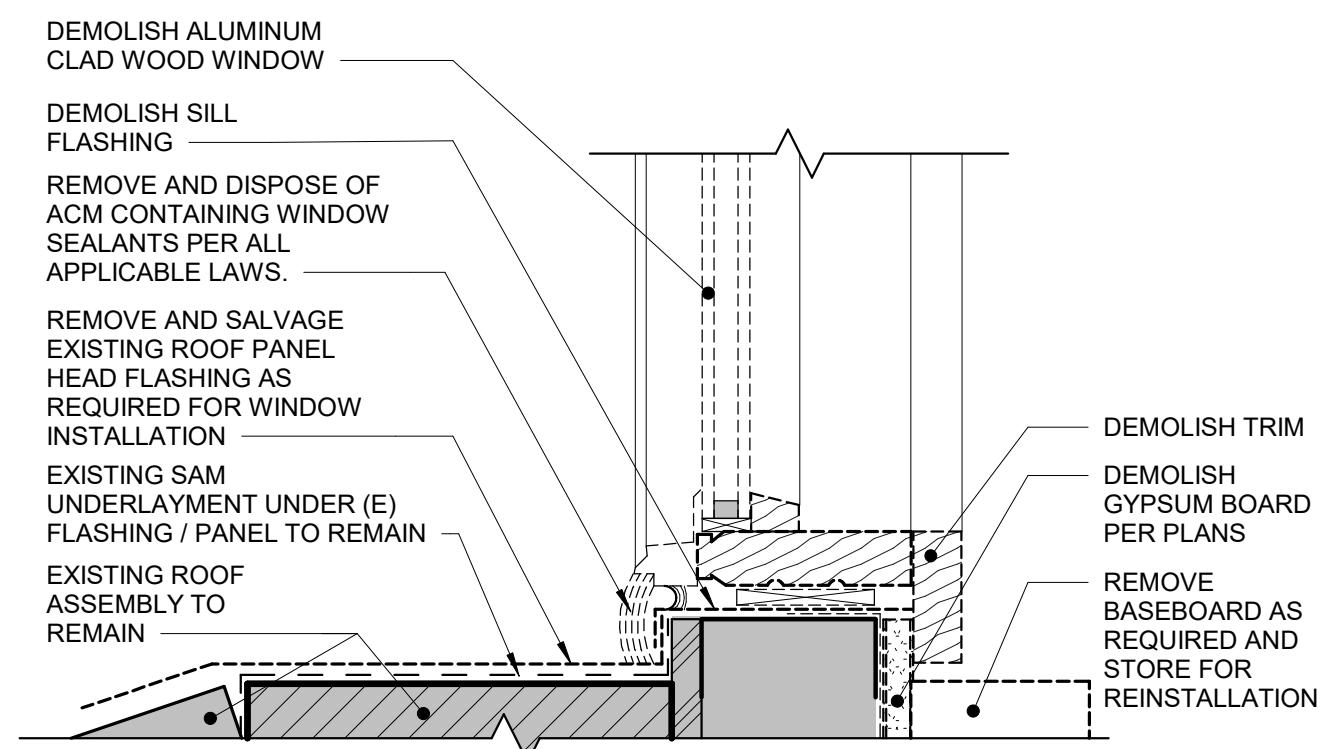
5 IHM DOOR JAMB AT CAST IN PLACE CONCRETE
A4.02 SCALE: 3" = 1'-0"



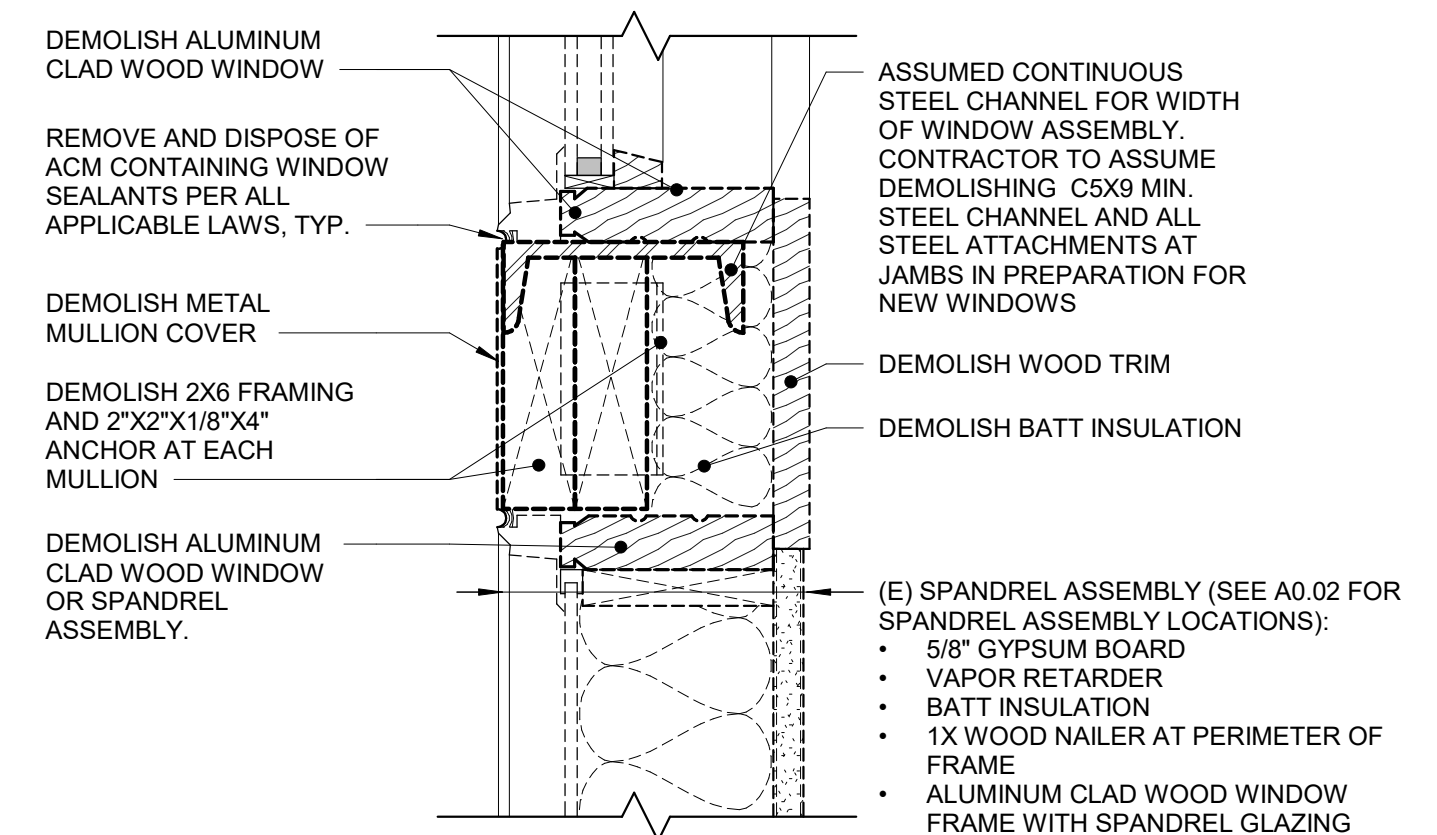
4 CLERESTORY WINDOW HEAD
A4.02 SCALE: 3" = 1'-0"



3 CLERESTORY WINDOW SILL
A4.02 SCALE: 3" = 1'-0"

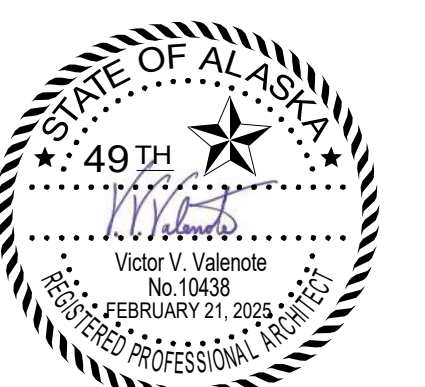


2 CLERESTORY WINDOW SILL - DEMOLITION
A4.02 SCALE: 3" = 1'-0"



1 WINDOW INT. MULLION - DEMOLITION
A4.02 SCALE: 3" = 1'-0"

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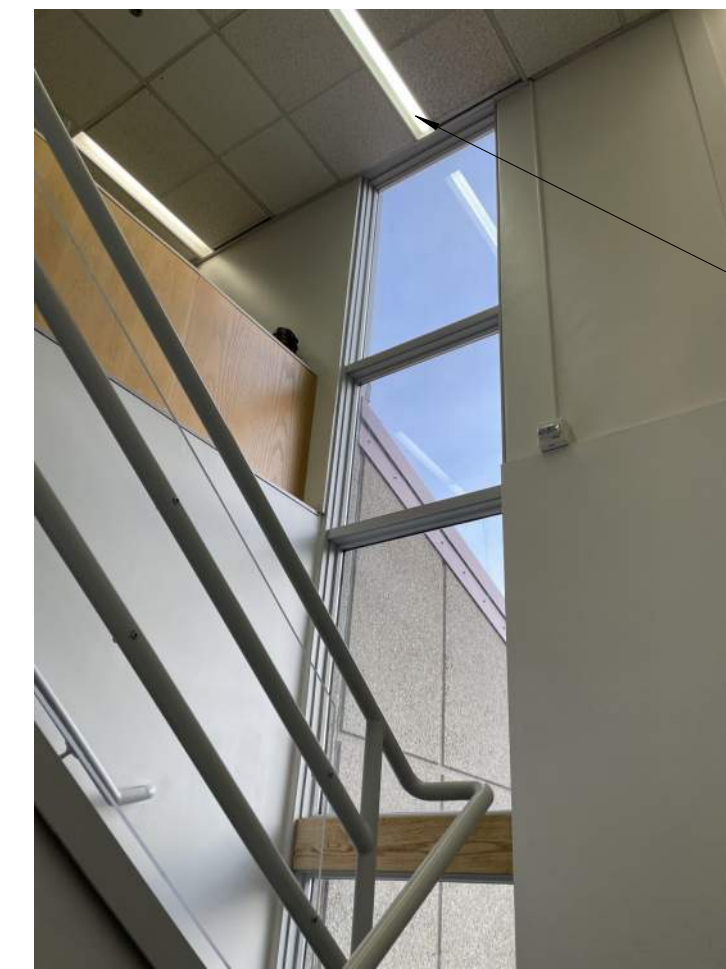
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DETAILS
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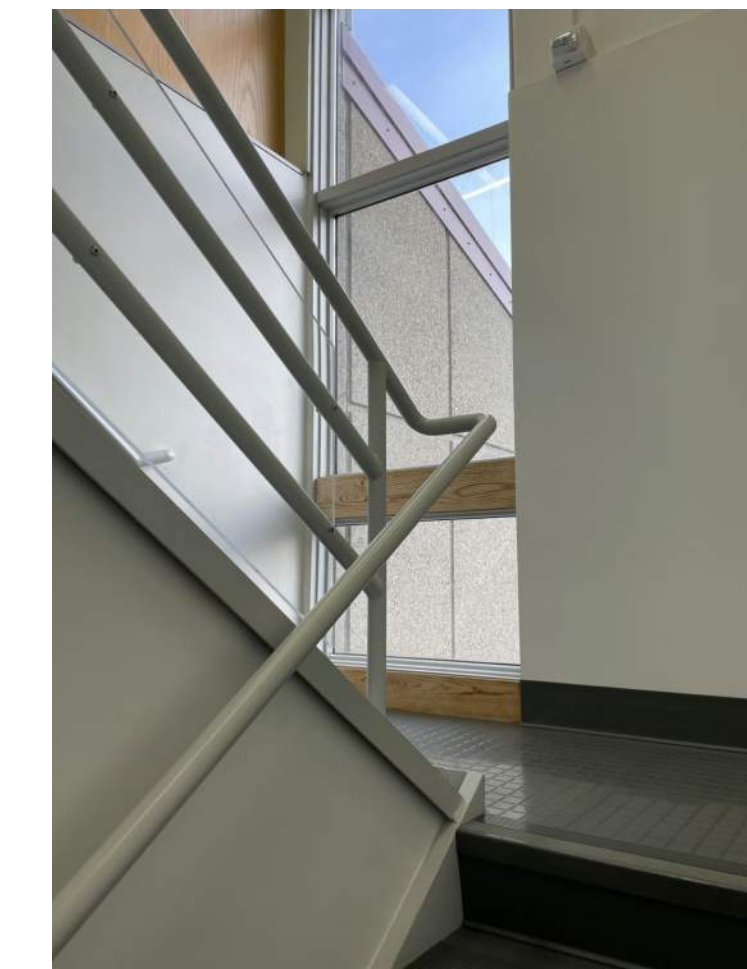


12 REFERENCE PHOTO - INTERIOR - WINDOW EA
A5.01 SCALE: 12" = 1'-0"

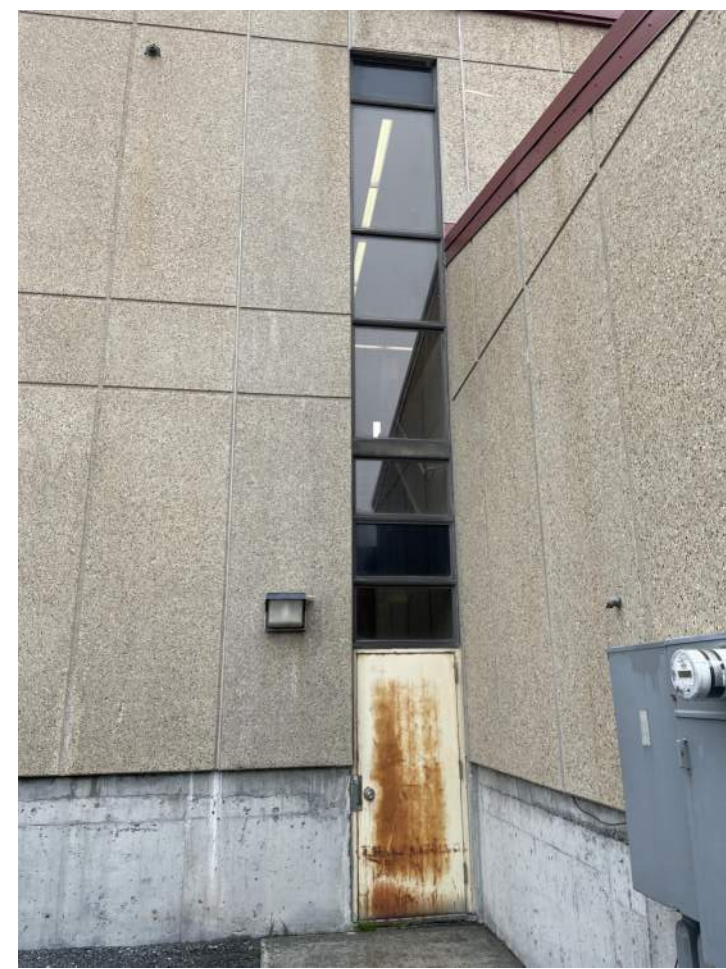


CONTRACTOR TO REMOVE, STORE, AND/OR MODIFY OR RELOCATE ALL LIGHTING OR DIFFUSERS AS REQUIRED TO SUPPORT NEW WINDOW INSTALLATION. APPROXIMATELY (1) LIGHT FIXTURE AND (2) HVAC DIFFUSERS.

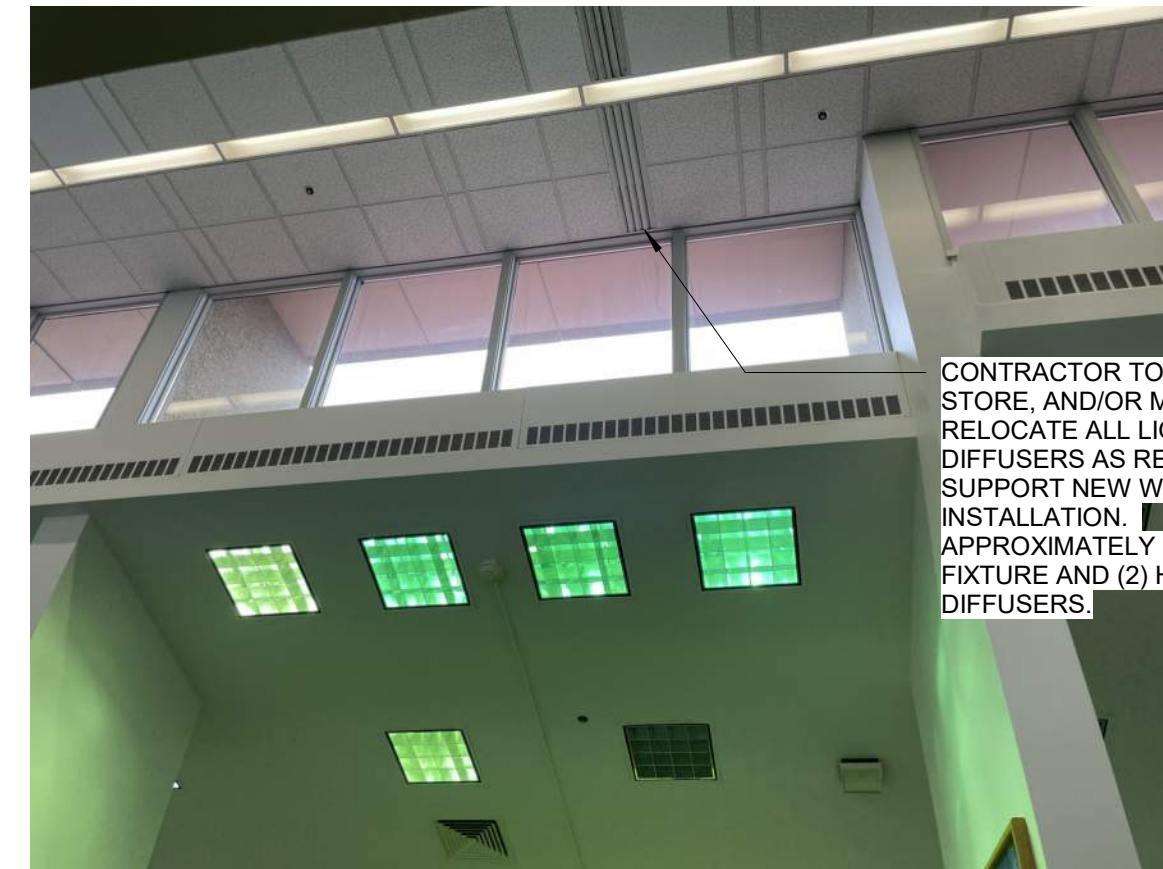
10 REFERENCE PHOTO - INTERIOR - WINDOW ED
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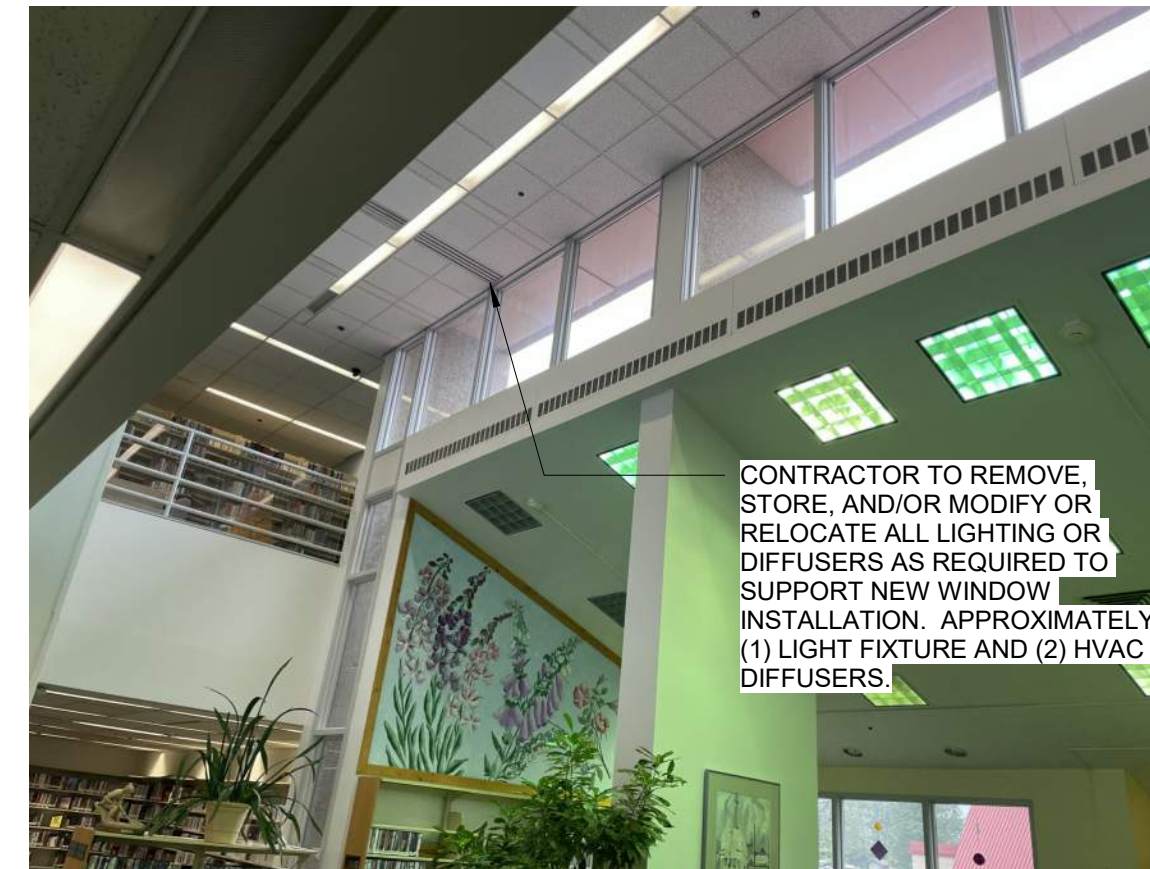


8 REFERENCE PHOTO - EXTERIOR - WINDOW ED
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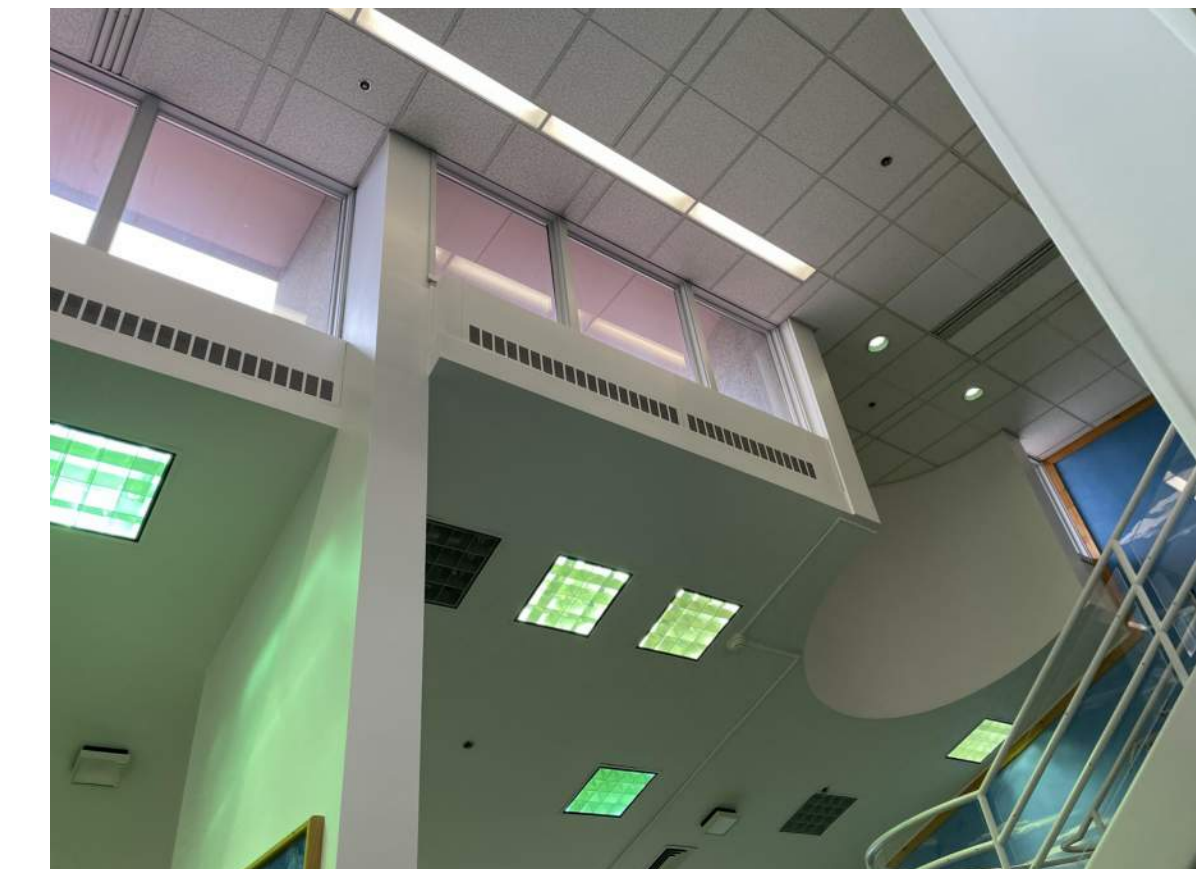
CONTRACTOR TO REMOVE, STORE, AND/OR MODIFY OR RELOCATE ALL LIGHTING OR DIFFUSERS AS REQUIRED TO SUPPORT NEW WINDOW INSTALLATION. APPROXIMATELY (1) LIGHT FIXTURE AND (2) HVAC DIFFUSERS.

7 REFERENCE PHOTO - INTERIOR - WINDOW EM
A5.01 SCALE: 12" = 1'-0"



CONTRACTOR TO REMOVE, STORE, AND/OR MODIFY OR RELOCATE ALL LIGHTING OR DIFFUSERS AS REQUIRED TO SUPPORT NEW WINDOW INSTALLATION. APPROXIMATELY (1) LIGHT FIXTURE AND (2) HVAC DIFFUSERS.

6 REFERENCE PHOTO - INTERIOR - WINDOWS EC / EM
A5.01 SCALE: 12" = 1'-0"



5 REFERENCE PHOTO - INTERIOR - WINDOW EL
A5.01 SCALE: 12" = 1'-0"



4 REFERENCE PHOTO - WINDOW EG / EH
A5.01 SCALE: 12" = 1'-0"



3 REFERENCE PHOTO - BASEBOARD AT WINDOW EA
A5.01 SCALE: 12" = 1'-0"



2 REFERENCE PHOTO - WINDOWS EA / EK / EL / EC
A5.01 SCALE: 12" = 1'-0"



1 REFERENCE PHOTO - WINDOWS EB / EC / EM
A5.01 SCALE: 12" = 1'-0"

REVISIONS
No Description Date

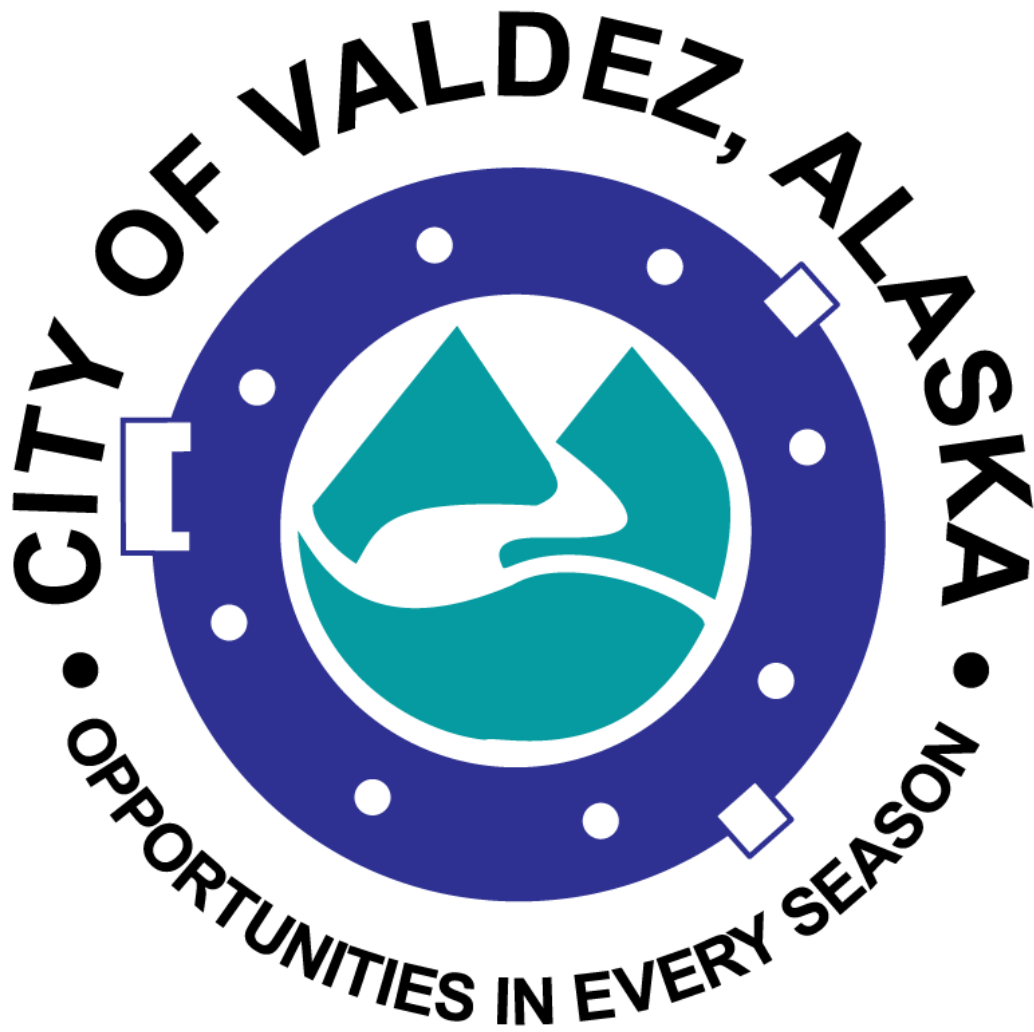


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Client Project No.:

CONFROMED DOCUMENTS
FEBRUARY 21, 2025

REFERENCE PHOTOS
A5.01



CITY OF VALDEZ

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**SECTION 01 73 10
CUTTING AND PATCHING**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and City of Valdez Standard Construction Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 02 Section "Selective Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.03 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.

1.04 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. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Mechanical systems piping and ducts.
 - 4. Control systems.
 - 5. Communication systems.
 - 6. 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. Miscellaneous elements include the following:
 - 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. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 PRODUCTS

2.01 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

3.01 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.

3.02 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.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas. Utility interruptions will not be permitted during business hours. Schedule interruptions with owner at least 48 hours in advance.

3.03 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 by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, 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. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 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.
 - b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

**SECTION 02 26 00
HAZARDOUS MATERIALS ASSESSMENT**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The Hazardous Materials Assessment for the proposed construction is included with these Contract Documents.

1.02 USE OF INFORMATION

- A. The Hazardous Materials Assessment is provided for the Contractor's information and use in the planning and performance of work in areas containing hazardous or potentially hazardous materials as outlined in Paragraph 1.03.
 - 1. The information provided in the Hazardous Materials Assessment is based on samples collected in various locations of the building. Thus, the Owner and/or its Representative cannot guarantee or warrant that actual conditions encountered might not vary from the information presented in these reports.
 - 2. The data reported in the Hazardous Materials Assessment is accurate to the best of the Owner's and its Representative's knowledge. The requirements contained in these specifications and in the relevant state and federal regulations pertaining to the performance of work in areas containing hazardous or potentially hazardous materials provide guidance for the contractor for performance of work in these areas. The Owner and its Representative disclaim all responsibility for the Contractor's erroneous conclusions regarding the information presented in these reports; the requirements contained in these specifications; and the requirements of applicable state and federal regulations pertaining to performance of work in these areas.
 - 3. The Contractor shall be responsible for obtaining additional information if Contractor deems it necessary to carry out the work.
- B. It is highly recommended that the contractor visit the site to acquaint themselves with existing conditions.
- C. Attached Hazardous Materials Assessment

1.03 HAZARDOUS MATERIALS NOTIFICATION:

- A. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the building that may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the building. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 0, 1 and 2 for specific information concerning disturbing, removing and disposing of these materials and the installation of new materials or components. This notification is provided in accordance with EPA and OSHA requirements.

PART 2 - PRODUCTS

2.01 NOT USED

PART 3 - EXECUTION

3.01 NOT USED

END OF SECTION

**SECTION 02 40 00
SELECTIVE DEMOLITION**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected structures or components of structures.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises, phasing, and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 6. Means of protection for items to remain and items in path of waste removal from building.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Pre-demolition Photographs or Digital Video Recordings: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre-demolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.

1.06 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 2. Comply with 29 CFR 1926 and state and local regulations for disturbance or abatement of hazardous materials encountered.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- G. Demolition of existing windows can proceed only when all project materials, components, and systems are on site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict.

Promptly submit a written report to Architect.

- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - 4. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area.
 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Division 01 Section "Construction Waste Management."

- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.06 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preservative treated wood materials.
- B. Concealed wood blocking, nailers, and supports.
- C. Cedar Beveled Siding

1.02 REFERENCE STANDARDS

- A. AWPA U1 - Use Category System: User Specification for Treated Wood; 2018.
- B. PS 1 - Structural Plywood; 2009 (Revised 2019).
- C. PS 20 - American Softwood Lumber Standard; 2020.

1.03 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CEDAR BEVEL SIDING

- A. Species and Grade: Utility Grade B western red cedar; NLGA, WCLIB, or WWPA.
- B. Pattern: Bevel siding, S1S2E, dimensions measured on the face and thick edge at 19 percent moisture content.
- C. Width:
 - 1. 5-1/2 by 3/4 inch
 - 2. 7-1/4 by 3/4 inch

2.04 CONSTRUCTION PANELS

- A. Sheathing: Plywood, PS 1, Grade C-C, Exterior Exposure.
 - 1. Size: As indicated on drawings.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific nonstructural framing and blocking:
 - 1. Cabinets and shelf supports.
 - 2. Wall brackets.
 - 3. Grab bars.
 - 4. Towel and bath accessories.
 - 5. Wall-mounted door stops.
 - 6. Wall paneling and trim.
 - 7. Joints of rigid wall coverings that occur between studs.

3.03 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.04 CLEANING

- A. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.

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- B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 07 62 00
SHEET METAL FLASHING AND TRIM**

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Wall sheet metal fabrications.
- B. RELATED WORK Related Sections include the following:
 - 1. Division 07 Section "Joint Sealants".
 - 2. Division 08 Section "Aluminum-Framed Storefronts"
 - 3. Division 08 Section "Glazed Aluminum Curtain Walls"
 - 4. Division 07 Section "Roof Accessories" for roof curbs and hatches.

1.02 REFERENCES

- A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M

1.03 SYSTEM DESCRIPTION

- A. Work of this Section is to physically protect base flashings, parapets, and penetrations from damage that would permit water leakage to building interior, or into roof insulation.

1.04 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Applicator: Company specializing in sheet metal flashing work with three years minimum experience. Provide documentation stating the above.
- D. Prefinished Metal Supplier: Company specializing in coil coating and fabrication of commercial flashings with five years minimum experience. Provide documentation stating the above.

1.05 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.06 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- C. Submit sample of the finish warranty and submit the final warranty signed by the manufacturer.
- D. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

1. Identification of material, thickness, weight, and finish for each item and location in Project.
 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 4. Details of termination points and assemblies, including fixed points.
 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 6. Details of special conditions.
 7. Details of connections to adjoining work.
- E. Samples for initial selection: Provide two each per color 2-inch x 2-inch minimum sized sample of prefinished metal illustrating typical material, and finish, for color selection by ARCHITECT.
- F. Qualification Data: For qualified fabricator.
- G. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- H. Warranty: Sample of special warranty.

1.07 STORAGE AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.08 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows 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 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
- B. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 SHEET MATERIALS

- A. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed.
 1. Finish: 4; polished directional satin, On one side; 2D dull cold rolled on the other side.
 2. Surface: Smooth, flat.
- B. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating
- C. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 1. Material Source Restrictions: Metallic-Coated Steel Sheet shall be from same approved manufacturer providing metal wall panels for this project.
 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality.
 3. Surface: Smooth, flat.
 4. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating

to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

- b. Color: As selected by Architect from manufacturer's full range.
- 5. Concealed Finish: Pretreat with 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.

2.02 SELF-ADHERED FLASHING

- A. Self-Adhered Flashing: Rubberize asphalt adhesive with cross laminated HDPE carrier film
 - 1. Thickness: 25 mil (0.64mm) minimum
- B. Self-Adhered Flashing Primer: Water-based primer which imparts an aggressive, high tack finish on the treated substrate.

2.03 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using factory-applied coating, with soft EPDM gaskets.
 - b. Blind Fasteners: High-strength stainless steel rivets suitable for metal being fastened.
 - 1) Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 2) Fasteners for Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel.
- C. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight. See Division 07 Section "Joint Sealants".

2.04 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- D. Fabricate hold down cleats and starter strips of galvanized steel sheet, minimum 2 inches wide, interlockable with sheet. Fabricate cleats and starter strips from a metal one gauge heavier

than the product being anchored.

- E. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- F. Seams for pre-finished metal: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- G. Do not use graphite pencils to mark galvanized metal surfaces.
- H. Form pieces in longest practical lengths.
- I. Hem exposed edges on underside minimum 1/2-inch; miter and seam corners.
- J. Fabricate vertical faces with bottom edge formed outward 3/4-inch and hemmed to form drip.

2.05 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings: Fabricate head, sill, jamb, and similar flashings as indicated in drawings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 24 gauge thick.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION

- A. Verify conditions and critical dimensions affecting fabrication and installation of work of this Section.
- B. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, and cant strips in place, and nailing strips located.
- C. Verify membrane termination and base flashings are in place, sealed, and secure.
- D. Verify that self-adhering membrane has been installed over the top of all curbs and parapets.
- E. Beginning of installation means acceptance of existing conditions.

3.02 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
- B. Install sheet metal flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 - 1. Conform to approved shop drawing details.
 - 2. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 4. Space cleats not more than 12 inches apart. Anchor each cleat with a minimum of two fasteners.
 - 5. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 6. Install sealant tape where indicated.
 - 7. Torch cutting of sheet metal flashing and trim is not permitted.
 - 8. Do not use graphite pencils to mark bare metal surfaces.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other

permanent separation as recommended by SMACNA.

- D. Underlayment: Where installing stainless-steel sheet metal flashing and trim where flashing and trim will contact wood, or ferrous metal substrates, install a course of self-adhering underlayment.
- E. 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 watertight, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with sealant concealed within joints.
- F. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- G. Seal joints as shown and as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- H. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 1. Do not solder metallic-coated steel sheet.
 - 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.03 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.04 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.05 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Clean and neutralize flux materials. Clean off excess solder.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

**SECTION 07 92 00
JOINT SEALANTS**

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Urethane joint sealants.
 - 3. Latex joint sealants.
 - 4. Acoustical joint sealants.
- B. Related Sections:
 - 1. Division 09 Section "Gypsum Board Assemblies" for sealing perimeter joints.

1.02 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: For each joint-sealant product indicated including product certificates and testing reports.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.
- E. Warranties: Sample of special warranties.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

1.04 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. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.05 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 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 joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.02 SILICONE JOINT SEALANTS

- A. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Omniplus.
 - b. Dow Corning Corporation; 786 Mildew Resistant.
 - c. GE Advanced Materials - Silicones; Sanitary SCS1700.
 - d. May National Associates, Inc.; Bondaflex Sil 100 WF.
 - e. Tremco Incorporated; Tremsil 200 Sanitary.
 - f. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.03 URETHANE JOINT SEALANTS

- A. Multicomponent, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use T.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Polymeric Systems, Inc.; PSI-270.
 - b. Tremco Incorporated; Dymeric 240 FC.
 - c. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
- B. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Sika Corporation, Construction Products Division; Sikaflex - 15LM.
 - b. Tremco Incorporated; Vulkem 921, Dymonic FC.
 - c. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.04 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolac.
 - b. Bostik, Inc.; Chem-Calk 600.
 - c. May National Associates, Inc.; Bondaflex 600, Bondaflex Sil-A 700.
 - d. Pecora Corporation; AC-20+.
 - e. Schnee-Morehead, Inc.; SM 8200.
 - f. Tremco Incorporated; Tremflex 834.
 - g. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.05 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Joint Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission

through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora Corporation; AC-20 FTR, AIS-919.
 - b. USG Corporation; SHEETROCK Acoustical Sealant.
 - c. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.06 BUTYL JOINT SEALANTS

- A. At Door Thresholds: Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag; not expected to withstand continuous water immersion or traffic.
 1. Hardness Range: 10 to 30, Shore A, when tested in accordance with ASTM C661.
 2. Color: Match adjacent finished surfaces.
 3. Service Temperature Range: Minus 13 to 180 degrees F (Minus 25 to 82 degrees C).
 4. Manufacturers:
 - a. Pecora Corporation; Pecora BC-158 Butyl Rubber Sealant: www.pecora.com/#sle.
 - b. Tremco Incorporated; Tremco Butyl Sealant
 - c. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
- B. Non-Curing Butyl Sealant: Solvent-based, single component, non-sag, non-skinning, non-hardening, non-bleeding; non-vapor-permeable; intended for fully concealed applications.

2.07 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; 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.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.08 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: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 EXECUTION

3.01 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.

3.02 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.
 - 2. Clean nonporous joint substrate 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.
 - c. Porcelain enamel.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by 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 or primer 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.

3.03 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 sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. 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.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs 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 profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At all non-fire rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.04 FIELD QUALITY CONTROL

- A. Testing:
 1. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 2. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 3. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 4. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 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.

3.06 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.

3.07 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Joint Locations:
 - a. Joints between metal panels.

- b. Joints between different materials indicated.
- c. Perimeter joints between materials listed above and frames of doors windows and louvers.
- d. Control and expansion joints in ceilings and other overhead surfaces.
2. Urethane Joint Sealant: Single component, non-sag, Class 100/50.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
 1. Urethane Joint Sealant: Multicomponent, non-sag, traffic grade, Class 50.
 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Vertical joints on exposed surfaces of walls and partitions.
 - d. Perimeter joints between interior wall surfaces and frames of interior doors windows.
 - e. Other joints as indicated.
 2. Joint Sealant: Acrylic based paintable latex.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Other joints as indicated.
 2. Joint Sealant: Mildew resistant, single component, non-sag, acid curing, Silicone.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal non-traffic surfaces.
 1. Joint Location:
 - a. Acoustical joints where indicated.
 - b. Other joints as indicated.
 2. Joint Sealant: Acoustical.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION

**SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated prefinished steel doors and frames.

1.02 RELATED REQUIREMENTS

- A. Division 08, Section "Finish Hardware".
- B. Division 09, Section "Painting" Factory (and Field painting and for touch up work).

1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2003.
- B. ANSI A250.3 - Test Procedure and Acceptance Criteria for Factory-Applied Finish Painted Steel Surfaces for Steel Doors and Frames; 2007.
- C. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- D. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2004).
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- F. ASTM C236 - Standard Test Method for Steady-State Thermal Performance of Building Assemblies by Means of a Guarded Hot Box; 1989 (Reapproved 1993).
- G. ASTM C1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2005.
- H. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames; 2006.
- I. NAAMM HMMA 860 - Guide Specifications for Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 1992.
- J. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2006.
- K. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2010.
- L. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association; 2008.
- M. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.
- N. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.
- O. UL 10B - Standard for Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- P. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- Q. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.

- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Maintain at the project site a copy of all reference standards dealing with installation.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Assa Abloy; www.assaabloydss.com.
 - 2. Ceco; www.cecodoor.com
 - 3. Curries; www.curries.com
 - 4. Fleming; www.flemingdoor.com
 - 5. Steel Craft; <https://www.steelcraft.com/>
 - 6. Republic Doors and Frames; <https://www.republicdoor.com/>
 - 7. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 - 1. Accessibility: Comply with ANSI/ICC A117.1.
 - 2. Door Top Closures: Flush with top of faces and edges.
 - 3. Door Edge Profile: Beveled on both edges.
 - 4. Door Texture: Smooth faces.
 - 5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
 - 6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
 - 7. Galvanizing for Units in Wet Areas: All components hot-dipped zinc-iron alloy-coated (galvannealed), manufacturer's standard coating thickness.
 - 8. Finish: Factory Primed, field finished.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 STEEL DOORS

- A. Exterior Doors:
 - 1. Grade: ANSI A250.8 Level 3, physical performance Level A, Model 2, seamless.
 - 2. Thickness: 1-3/4 inches (44mm)
 - 3. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
 - 4. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C1363-11.

5. Finish: Factory Primed, field finished.
6. Weatherstripping: see Division 08 Section "Finish Hardware".

2.04 STEEL FRAMES

- A. General:
 1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 Level 1&2 Doors: 16 gauge frames.
 - b. ANSI A250.8 Level 3 Doors: 14 gauge frames.
 - c. ANSI A250.8 Level 4 Doors: 12 gauge frames.
 2. Finish: Factory Primed, field finished.
 3. Frames Wider than 48 Inches (1200 mm): Reinforce with steel channel fitted tightly into frame head, flush with top.
 4. Frames Installed Back-to-Back: Reinforce with steel channels anchored to floor and overhead structure.
- B. Exterior Door Frames: Fully welded, seamless with joints filled.
 1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
 2. Weatherstripping: Separate, see Division 08 Section "Finish Hardware".
 3. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C1363-11.

2.05 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10 , door manufacturer's standard.
- B. Field Finish: Paint
 1. Color: As shown on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

3.02 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. Coordinate frame anchor placement with wall construction.
- C. Coordinate installation of hardware.
- D. Touch up damaged factory finishes.

3.03 TOLERANCES

- A. Clearances Between Door and Frame: As specified in ANSI A250.8.
- B. Maximum Diagonal Distortion: 1/16 in (1.5 mm) measured with straight edge, corner to corner.

3.04 ADJUSTING

- A. Adjust for smooth and balanced door movement.

3.05 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

**SECTION 08 43 13
ALUMINUM-FRAMED STOREFRONTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.
- B. Aluminum Operable Window Sash System
- C. Infill panels of glass.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealing joints between frames and adjacent construction.
- B. Section 08 44 13 - Glazed Aluminum Curtain Walls.
- C. Section 08 80 00 - Glazing: Glass and glazing accessories.

1.03 PERFORMANCE REQUIREMENTS

- A. General Performance:
 - 1. Product to comply with the specified performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction, as determined by testing of aluminum storefront systems representing those indicated for this project.
 - 2. Aluminum storefront systems shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 3. Failure includes any of these events:
 - a. Thermal stresses transferring to building structure
 - b. Glass breakage
 - c. Loosening or weakening of fasteners, attachments, and other components
 - d. Failure of operating units
- B. Wind Loads: As indicated on Drawings
- C. Air Leakage:
 - 1. The test specimen shall be tested in accordance with ASTM E 283.
 - 2. With interior seal, air leakage rate shall not exceed 0.06 cfm/ft² (0.3 l/s · m²) at a static air pressure differential of 6.2 psf (300 Pa).
 - 3. Without interior seal, air leakage rate shall not exceed 0.06 cfm/ft² (0.3 l/s · m²) at a static air pressure differential of 1.6 psf (75 Pa).
 - 4. CSA A440 Fixed Rating
- D. Water Resistance:
 - 1. The test specimen shall be tested in accordance with ASTM E 331.
 - 2. There shall be no leakage at a minimum static air pressure differential of 10 psf (383 Pa) as defined in AAMA 501.
- E. Uniform Load:
 - 1. A static air design load of 35 psf (1680 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330.
 - 2. There shall be no deflection in excess of L/175 of the span of any framing member.
 - 3. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.
- F. Seismic:
 - 1. When tested to AAMA 501.4, system must meet design displacement (elastic) of 0.010 x the story height and ultimate displacement (inelastic) of 1.5 x the design displacement.
 - 2. Thermal Movements:
 - 3. Allow for thermal movements resulting from the following:

4. 0°F (-18 C) to 180°F (82 C) maximum change (range) in ambient and surface temperatures
 5. 75°F (24 C) test interior ambient air temperature
 6. Test performance shows no buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5 for a minimum 3 cycles.
- G. Thermal Transmittance (U-factor):
1. Thermal transmittance test results are based upon 1" (25.4 mm) clear high-performance insulating glass [1/4" (e=0.035, #2), 1/2" warm edge spacer and argon fill gas, 1/4"].
 2. When tested to AAMA Specification 1503, the thermal transmittance (U-factor) shall not be more than:
 3. Overall U-value Including Glazing: 40, maximum.
- H. Condensation Resistance Factor (CRF):
1. The glass to exterior CRF, when tested to AAMA Specification 1503, shall not be less than 70_{frame} and 69_{glass} (low-e) or 69_{frame} and 58_{glass} (clear)
 2. The glass to center CRF, when tested to AAMA Specification 1503, shall not be less than 62_{frame} and 68_{glass} (low-e) or 63_{frame} and 56_{glass} (clear)
 3. The glass to interior CRF, when tested to AAMA Specification 1503, shall not be less than 56_{frame} and 67_{glass} (low-e) or 54_{frame} and 58_{glass} (clear)

1.04 REFERENCE STANDARDS

- A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- B. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- C. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- D. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of other components that comprise the exterior enclosure.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.06 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data
 1. For each type of aluminum-framed storefront system indicated, include:
 - a. Construction details
 - b. Material descriptions
 - c. Dimensions of individual components and profiles
 - d. Hardware
 - e. Finishes
 - f. Installation instructions
 2. Recycled Content:
 - a. Provide documentation that aluminum has a minimum of 50% mixed pre- and post-consumer recycled content.
- C. Product Test Reports:

1. Provide test reports for each type of aluminum-framed storefront used in the project.
 2. Test reports must be based on evaluation of comprehensive tests performed by a qualified preconstruction testing agency.
 3. Test reports must indicate compliance with performance requirements.
- D. Shop Drawings of each type of product:
1. Plans
 2. Elevations
 3. Sections
 4. Details
 5. Hardware
 6. Attachments to other work
 7. Operational Clearances
 8. Installation Details
- E. Delegated Design:
1. Aluminum Storefront System and Attachment To Existing Building Components
 - a. Performance and Design Criteria:
 - 1) Loads: As indicated in the drawings.
 - 2) Provide analysis data and calculations sealed and prepared by a qualified professional engineer licensed in the State of Alaska.
 - b. Aluminum Storefront System: Design aluminum storefront systems and attachments to existing building components, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
 - 1) Loads: As indicated in the drawings.
 - 2) Provide analysis data and calculations sealed and prepared by a qualified professional engineer licensed in the State of Alaska.
- F. Field Conditions Documentation: Provide drawings indicating field verified measurements dimensions of all window types, rough openings, and precast concrete thicknesses prior to submitting Shop Drawings or fabrication storefront systems.
- G. Maintenance Materials: See 2.08, D, 5.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications:
1. Installer must have successfully installed the same or similar units required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications:
1. Manufacturer must be capable of providing aluminum-framed storefront systems that meet or exceed performance the stated performance requirements.
 2. Manufacturer must document this performance by the inclusion of test reports and calculations.
- C. Source Limitations:
1. Obtain aluminum-framed storefront and operable window sash system through one source from a single manufacturer. Manufacturer for aluminum-framed storefront and operable window sash must be the same as the selected 08 44 13 Glazed Aluminum Curtainwall manufacturer.
- D. Product Options:
1. Drawings indicate size, profiles, and dimensional requirements of aluminum-framed storefront system and are based on the specific system indicated. Refer to Division 01 Product Requirements Section. Do not modify size and dimensional requirements.
 2. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.08 PROJECT CONDITIONS

- A. Field Measurements:
 - 1. Verify actual locations of structural supports for aluminum storefront systems by field measurements before fabrication.
 - 2. Indicate measurements on shop drawings.

1.09 WARRANTY

- A. Submit manufacturer's standard warranty for owner's acceptance.
- B. Warranty Period:
 - 1. Two years from Date of Substantial Completion of the project provided however that in no event shall the Limited Warranty begin later than six months from date of shipment by manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design Product: Kawneer North America; Trifab VersaGlaze 451T Framing System; www.kawneer.com/#sle..
 - 1. 2" x 4-1/2" (50.8 mm x 114.3 mm) nominal dimension
 - 2. Thermal
 - 3. Front glazed
 - 4. Screw spline, shear block, stick, or punched opening
- B. Other Acceptable - Aluminum-Framed Storefronts Manufacturers:
 - 1. Arcadia, Inc; _____: www.arcadiainc.com/#sle.
 - 2. Oldcastle BuildingEnvelope; _____: www.oldcastlebe.com/#sle.
- C. Substitutions: No Substitutions.

2.02 MATERIALS

- A. Aluminum Extrusions:
 - 1. Alloy and temper recommended by aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish
 - 2. Not less than 0.070" (1.8 mm) wall thickness at any location for the main frame
- B. Complying with ASTM B221: 6063-T6 alloy and temper
- C. Recycled Content:
 - 1. Shall have a minimum of 50% mixed pre- and post-consumer recycled content.
 - 2. Indicate recycled content, including the percentage of pre- and post-consumer recycled content per unit of product.
 - 3. Indicate the relative dollar value of recycled content product to the total dollar value of product included in the project.
 - 4. Indicate the location for recovery of recycled content.
 - 5. Indicate the location of the manufacturing facility.
- D. Fasteners:
 - 1. Aluminum, nonmagnetic stainless steel or other materials must be non-corrosive and compatible with aluminum members, trim hardware, anchors, and other components.
- E. Anchors, Clips, and Accessories:
 - 1. Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating.
 - 2. Anchors, clips, and accessories shall provide sufficient strength to withstand the design pressure indicated.
- F. Reinforcing Members:
 - 1. Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron

- complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating.
2. Reinforcing members must provide sufficient strength to withstand the design pressure indicated.
- G. Sealant:
1. For sealants required within fabricated storefront system, provide permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.
- H. Tolerances:
1. References to tolerances for wall thickness and other cross-sectional dimensions of storefront members are nominal and in compliance with AA Aluminum Standards and Data.

2.03 STOREFRONT FRAMING SYSTEM

- A. Thermal Barrier:
1. Thermal Break with dual nominal 1/4" (6.4 mm) separation consisting of a two-part chemically curing, high-density polyurethane, which is mechanically and adhesively joined to aluminum storefront sections.
 2. Thermal break shall be designed in accordance with AAMA TIR-A8 and tested in accordance with AAMA 505.
- B. Brackets and Reinforcements:
1. Manufacturer's standard high-strength aluminum with non-staining, non-ferrous shims for aligning system components.
- C. Fasteners and Accessories:
1. Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories must be compatible with adjacent materials.
 2. Where exposed, fasteners and accessories shall be stainless steel.
- D. Perimeter Anchors:
1. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
- E. Packing, Shipping, Handling, and Unloading:
1. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- F. Storage and Protection:
1. Store materials so that they are protected from exposure to harmful weather conditions.
 2. Handle material and components to avoid damage.
 3. Protect material against damage from elements, construction activities, and other hazards before, during, and after installation.

2.04 GLAZING SYSTEMS

- A. Glazing: Per Section 08 80 00 Glazing
- B. Glazing Gaskets:
1. Replaceable, extruded EPDM rubber
- C. Spacers and Setting Blocks:
1. Manufacturer's standard elastomeric type
- D. Bond-Breaker Tape:
1. Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- E. Glazing Sealants for structural-sealant-glazed systems as recommended by manufacturer for joint type, and as follows:
1. Structural Sealant:

- a. ASTM C 1184
 - b. Single-component neutral-curing silicone formulation that is compatible with the system components with which it comes in contact
 - c. Specifically formulated and tested for use as structural sealant and approved by a structural-sealant manufacturer for use in the aluminum-framed systems indicated
 - d. Color: Black
2. Weatherseal sealant:
- a. ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O
 - b. Single-component neutral-curing formulation that is compatible with the structural sealant and other system components with which it comes in contact
 - c. Recommended by structural-sealant, weatherseal-sealant, and aluminum-framed-system manufacturers for this use
 - d. Color: Matching structural sealant

2.05 FABRICATION

- A. Fabricate framing member components that, when assembled, have the following characteristics:
1. Profiles that are sharp, straight, and free of defects or deformations
 2. Accurately fitted joints that are flush, hairline, and weatherproof
 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior
 4. Physical and thermal isolation of glazing from framing members
 5. Accommodations for thermal and mechanical movements of glazing and framing that maintain required glazing edge clearances
 6. Provisions for field replacement of glazing
 7. Fasteners, anchors, and connection devices that are concealed from view to the greatest extent possible
- B. Mechanically Glazed Framing Members:
1. Fabricate for flush glazing without projecting stops.
- C. Storefront Framing:
1. Fabricate components for assembly using manufacturer's standard installation instructions.
- D. After fabrication, clearly mark components to identify their locations in project according to shop drawings.

2.06 ALUMINUM FINISHES

- A. Finish designations that are prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Factory Finishing:
1. Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating
 - a. Color: Classic Bronze
- C. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.

2.07 SPANDREL BACK PAN

- A. Alloy and temper recommended to match aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish
- B. Not less than 0.090" (2.28 mm) thickness
- C. Finish: To match curtain wall framing finish.
- D. Color: To match storefront framing finish.
- E. Adhesive Tape: 3M VHB Structural Metal Cladding Tape W20F or as approved.

2.08 ALUMINUM OPERABLE WINDOW SASH SYSTEM

- A. Manufacturers:
1. Basis of Design Product: [Kawneer North America; GlassVent UT Window; www.kawneer.com/#sle.]
 2. Performance Requirements: Provide aluminum windows of performance indicated that comply with AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS). Performance Class and Grade;
 - a. 4-3/8" (111.1 mm) Overall System Depth
 - 1) AW-PG80-C
 - 2) AW-PG80-AP
 3. Air leakage: The test specimen shall be tested in accordance with ASTM E283. Air leakage rate shall not exceed 0.10 cfm/ft² at a static air pressure differential of 6.2 psf (300 Pa). The test specimen shall meet the A3 rating of less than 0.55 (m³/h)/m at 1.6 psf (75 Pa) when tested in accordance with CAN/CSA-A440-00 Windows.
 4. Water Resistance: The test specimen shall be tested in accordance with ASTM E547 and ASTM E331. There shall be no leakage as defined in the test method at a static air pressure differential of 12 psf (575 Pa). The test specimen shall meet the B7 rating with no water leakage at 12 psf (575 Pa) when tested in accordance with CAN/CSA-A440-00 Windows;
 5. Uniform Load Deflection: A minimum static air pressure difference of 80 psf shall be applied in the positive and negative direction in accordance with ASTM E330. There shall be no deflection in excess of L/175 of the span of any framing member. The test specimen shall meet the C3, C4 or C5 rating when tested in accordance with CAN/CSA-A440-00 Windows.
 - a. Outswing Casement Windows:
 - 1) 4-3/8" (111.1 mm); Overall System Depth
 - (a) AW-PG80-C; 80 psf (3830 pa)
 - b. Project-Out Windows:
 - 1) 4-3/8" (111.1 mm); Overall System Depth
 - (a) AW-PG80-AP; 80 psf (3830 pa)
 6. Uniform Load Structural: A minimum static air pressure difference of 120 psf shall be applied in the positive and negative direction in accordance with ASTM E330. The unit shall be evaluated after each load with permanent set not to exceed 0.3% of span length.
 - a. Outswing Casement Windows:
 - 1) 4-3/8" (111.1 mm); Overall System Depth
 - (a) AW-PG80-C; 120 psf (5746 Pa)
 - b. Project-Out Windows:
 - 1) 4-3/8" (111.1 mm); Overall System Depth
 - (a) AW-PG80-AP; 120 psf (5746 Pa)
 7. Component Testing: Window components shall be tested in accordance with procedures described in AAMA/WDMA/CSA 101/I.S.2/A440 and AAMA 910.
- B. Glazing: Per 08 80 00 Glazing
- C. Hardware:
1. General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, or other corrosion-resistant material compatible with aluminum; designed to smoothly operate, tightly close, and securely lock aluminum windows, and sized to accommodate sash weight and dimensions.
 2. Project-Out / Outswing Casement Windows: Provide the following operating hardware:
 - a. Stainless Steel 4-Bar Hinges
 - b. Roto Operator and Hook Lock
- D. Accessories:
1. Spacers, Setting Blocks, Gaskets, and Bond Breakers: Manufacturer's standard permanent, non-migrating types in hardness recommended by manufacturer, compatible

- with sealants, and suitable for system performance requirements.
2. Framing system gaskets, sealants, and joint fillers as recommended by manufacturer for joint type.
 3. Sealants and joint fillers for joints at perimeter of window system as specified in Division 7 Section "Joint Sealants".
 4. Insect Screens: Extruded aluminum frames, 6063-T5 or 6063-T6 alloy and temper, joined at corners: 18 x 16 mesh fiberglass screen cloth; frames finished to match aluminum windows; splines shall be extruded vinyl, removable to permit rescreening.
 5. Additive stock of Roto Operator units with handles: Quantity 4

E. Finish: Refer to 2.06, B

2.09 SPRAY FOAM INSULATION

- A. Sprayed Applied Closed-Cell Polyurethane Foam Insulation: ASTM C 1029, Type II, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Basis of Design: SWD; swdurethane.com; Quik-Shield 112
 - b. BASF Corporation.
 - c. BaySystems NorthAmerica, LLC.
 - d. Dow Chemical Company (The).
 - e. Gaco Western Inc.
 - f. SPI, Specialty Products, Inc.
 - g. Alternate Brand Request or Substitution Request required.
 2. Minimum density of 2 lb/cu. ft., thermal resistivity of 6.2 deg F x h x sq. ft./Btu x in. at 75 deg F.
 3. Capability: Product shall be compatible with spray applied thermal barrier.
 4. Locations: As indicated in drawings and at all voids between door, window, louvers, and other penetrations and rough wall opening.

PART 3 EXECUTION

3.01 EXAMINATION

- A. With installer present, examine openings, substrates, structural support, anchorage, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work:
1. Verify rough opening dimensions.
 2. Verify levelness of sill plate.
 3. Verify operational clearances.
 4. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components for proper water management.
 5. Masonry Surfaces:
 - a. Masonry surfaces must be visibly dry and free of excess mortar, sand, and other construction debris.
 6. Wood Frame Walls:
 - a. Wood frame walls must be dry, clean, sound, well nailed, free of voids, and without offsets at joints.
 - b. Ensure that nail heads are driven flush with surfaces in opening and within 3" (76.2 mm) of opening.
 7. Metal Surfaces:
 - a. Metal surfaces must be dry and clean (free of grease, oil, dirt, rust, corrosion, and welding slag).
 - b. Ensure that metal surfaces are without sharp edges or offsets at joints.

- B. Proceed with installation only after correcting unsatisfactory conditions.

3.02 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum-framed storefront system, accessories, and other components.
- B. Install aluminum-framed storefront system so that components:
 - 1. Are level, plumb, square, and true to line
 - 2. Are without distortion and do not impede thermal movement
 - 3. Are anchored securely in place to structural support
 - 4. Are in proper relation to wall flashing and other adjacent construction
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weather-tight construction.
- D. Install aluminum-framed storefront system and components to drain condensation, water penetrating joints, and moisture migrating within aluminum-framed storefront system to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.03 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjusting: Not applicable.
- B. Protection:
 - 1. Protect installed product's finish surfaces from damage during construction.
- C. Cleaning:
 - 1. Clean glass immediately after installation.
 - a. Comply with glass manufacturer's written recommendations for final cleaning and maintenance.
 - b. Remove non-permanent labels and clean surfaces.
 - 2. Clean aluminum surfaces.
 - 3. Avoid damaging protective coatings and finishes.
 - 4. Remove excess sealants, glazing materials, dirt, and other substances.
 - 5. Repair or replace damaged installed products.
 - 6. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during the construction period.
 - 7. Remove construction debris from project site and legally dispose of debris.

3.04 OPERABLE WINDOW SASH SYSTEM

- A. Examination
 - 1. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weather tight window installation.
 - a. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
 - b. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches (76.2 mm) of opening.
 - c. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
 - d. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Installation

1. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
 2. Install aluminum framed window system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
 3. Set sill members in bed of sealant or with gaskets, as indicated, for weather tight construction.
 4. Install aluminum framed window system and components to drain condensation, water penetrating joints, and moisture migrating within system to the exterior.
 5. Separate aluminum from dissimilar materials to prevent corrosion or electrolytic action at points of contact.
- C. Adjusting, Cleaning, and Protection
1. Adjust operating sashes, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weather tight closure. Lubricate hardware and moving parts.
 2. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
 3. Clean glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
 4. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
 5. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

3.05 INSTALLATION OF SPRAY FOAM INSULATION

- A. Spray-Applied Polyurethane Foam Insulation (SPF): Apply polyurethane foam insulation according to manufacturer's written instructions. Do not apply insulation until the temperature of the air and substrate are within the limits of the data supplied by the manufacturer. Where applicable, do not apply until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. Seal openings on surfaces so that the foam applied will not expand into undesired locations. After insulation is applied, trim insulation flush with face of studs by using method recommended by insulation manufacturer.
- B. Low expansion foam insulation around roof, wall, and floor penetrations: At locations around doors, windows, cavities and similar locations with voids under several inches in width, fill joint opening with low expansion foam. Apply in multiple layers to prevent distortion of opening or frame. Begin application with the first layer applied to the exterior or cold side of the joint. Allow each application to cure independently before application of subsequent layers of low expansion foam. Trim interior surface slightly below interior surface to allow installation of backer rod and sealant.

END OF SECTION

**SECTION 08 44 13
GLAZED ALUMINUM CURTAIN WALLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed curtain wall, with vision glazing and glass infill panels.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealing joints between frames and adjacent construction.
- B. Section 08 43 13 - Aluminum-Framed Storefronts

1.03 PERFORMANCE REQUIREMENTS

- A. Wind Loads: As indicated on Drawings
- B. Air Leakage:
 - 1. The test specimen shall be tested in accordance with ASTM E 283.
 - 2. Air infiltration rate shall not exceed 0.06 cfm/ft² (0.3 l/s · m²) at a static air pressure differential of 6.2 psf (300 Pa).
- C. Water Resistance:
 - 1. Static:
 - a. The test specimen shall be tested in accordance with ASTM E 331.
 - b. There shall be no leakage at a minimum static air pressure differential of 12 psf (575 Pa) as defined in AAMA 501.
 - 2. Cyclic:
 - a. The test specimen shall be tested in accordance with ASTM E 547.
 - b. There shall be no leakage at an air pressure differential of 12 psf (575 Pa) as defined in AAMA 501.
 - 3. Severe, Wind Driven Rain:
 - a. The test specimen shall be tested in accordance with AAMA 520 and ASTM E 2268.
 - b. There shall be no visible water at performance level 10, pressure limits 14 psf (670 Pa) to 42 psf (2010 Pa).
 - 4. Uniform Load:
 - a. A static air design load of 42 psf (2010 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330.
 - b. There shall be no deflection in excess of L/175 of the span of any framing member at design load.
 - c. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.
- D. Thermal Transmittance (U-factor), Physical Test:
 - 1. Thermal transmittance test results in accordance with AAMA 1503 are based upon 1" (25.4 mm) clear low-emissivity coated glass insulating unit [1/4" (e=0.035, #2), 1/2" warm edge spacer and argon fill gas, 1/4"].
 - 2. Captured: When tested using AAMA 1503, the thermal transmittance (U-factor) shall not be more than 0.40 Btu/(hr·ft²·°F).
- E. Condensation Resistance Factor (CRF):
 - 1. Captured: If using CRF, when tested using AAMA 1503, the CRF_{frame} and CRF_{glass} (with low-emissivity glazing) shall not be less than 75 and 71 respectively.

1.04 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences

Across the Specimen; 2019.

- C. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of other components that comprise the exterior enclosure.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.06 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data:
 - 1. For each type of product indicated, include:
 - a. Construction details
 - b. Material descriptions
 - c. Dimensions of individual components and profiles
 - d. Finishes
- C. Shop Drawings:
 - 1. Plans
 - 2. Elevations
 - 3. Sections
 - 4. Full-size details
 - 5. Attachments to other work
- D. Delegated Design:
 - 1. Glazed Aluminum Curtain Wall System and Attachment To Existing Building Components
 - a. Performance and Design Criteria:
 - 1) Loads: As indicated in the drawings.
 - 2) Provide analysis data and calculations sealed and prepared by a qualified professional engineer licensed in the State of Alaska.
 - 2. Glazed Aluminum Curtain Walls System: Design glazed aluminum curtain walls and attachment to existing building components, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
 - a. Loads: As indicated in the drawings.
 - b. Provide analysis data and calculations sealed and prepared by a qualified professional engineer licensed in the State of Alaska.
- E. Field Conditions Documentation: Provide drawings indicating field verified measurements dimensions of all window types, rough openings, and precast concrete thicknesses prior to submitting Shop Drawings or fabrication curtain wall systems.
- F. Samples for Initial Selection:
 - 1. Provide samples for units with factory-applied color finishes.
- G. Product Test Reports:
 - 1. Provide test reports for glazed aluminum curtain walls.
 - 2. Test reports must be based on evaluation of comprehensive tests performed by a qualified preconstruction testing agency.
 - 3. Test reports must indicate compliance with performance requirements.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Installer must have successfully installed the same or similar systems required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications:
 - 1. Manufacturer must be capable of fabricating glazed aluminum curtain walls that meet or exceed the stated performance requirements.
- C. Source Limitations:
 - 1. Obtain aluminum curtain wall system through one source from a single manufacturer. Manufacturer for curtain wall system must be the same as the selected 08 43 13 Aluminum-Framed Store Fronts manufacturer.
- D. Product Options:
 - 1. Information on drawings and in specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 2. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.08 PROJECT CONDITIONS

- A. Field Measurements:
 - 1. Verify actual locations of structural supports for glazed aluminum curtain walls by field measurements before fabrication.
 - 2. Indicate measurements on shop drawings.

1.09 WARRANTY

- A. Warranty Period:
 - 1. Two years from Date of Substantial Completion of the project.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Kawneer North America;1620 Series Curtain Wall System : www.kawneer.com.
 - 1. 1620UT Curtain Wall System
 - a. Sightline: 2" (50.8 mm)
 - b. System depth: 6" (152.4 mm) or 7-1/2" (190.5 mm)
 - c. Outside-glazed pressure plate format
 - 2. Tested to AAMA 501
- B. Other Acceptable - Glazed Aluminum Curtain Walls Manufacturers:
 - 1. Arcadia, Inc; _____: www.arcadiainc.com/#sle.
 - 2. Oldcastle Building Envelope; _____: www.oldcastlebe.com/#sle.
 - 3. Substitutions: No Substitutions.

2.02 MATERIALS

- A. Aluminum Extrusions:
 - 1. Alloy and temper recommended by glazed aluminum curtain wall manufacturer for strength, corrosion resistance, and application of required finish
 - 2. Not less than 0.070" (1.8 mm) wall thickness at any location for the main frame
 - 3. Complying with ASTM B221: 6063-T6 alloy and temper
 - 4. Recycled Content:
 - a. Shall have a minimum of 50% mixed pre- and post-consumer recycled content.

- B. Aluminum Sheet Alloy:
 - 1. Shall meet the requirements of ASTM B209.
- C. Fasteners:
 - 1. Aluminum, nonmagnetic stainless steel or other materials must be non-corrosive and compatible with aluminum members, trim hardware, anchors, and other components.
- D. Anchors, Clips, and Accessories:
 - 1. Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating.
 - 2. Anchors, clips, and accessories shall provide sufficient strength to withstand the design pressure indicated.
- E. Pressure Plate:
 - 1. Pressure plate shall be aluminum.
 - 2. Pressure plate shall be fastened to the mullion with stainless steel screws.
- F. Reinforcing Members:
 - 1. Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating.
 - 2. Reinforcing members must provide sufficient strength to withstand the design pressure indicated.
- G. Sealant:
 - 1. For sealants required within fabricated curtain wall system, provide permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.
- H. Thermal Barrier:
 - 1. Thermal separator shall be extruded of a silicone compatible elastomer that provides a minimum 1/4" (6.3 mm) separation.
- I. Tolerances:
 - 1. References to tolerances for wall thickness and other cross-sectional dimensions of glazed curtain wall members are nominal and in compliance with AA Aluminum Standards and Data.

2.03 CURTAIN WALL FRAMING

- A. Framing Members:
 - 1. Manufacturer's standard extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads
 - 2. Glazing System: Four-sided captured
 - 3. Glazing Plane: Front
- B. Glass:
 - 1. 1" (25.4 mm) insulating glass option
- C. Brackets and Reinforcements:
 - 1. Manufacturer's standard high-strength aluminum with non-staining, non-ferrous shims for aligning system components.
- D. Framing Sealants:
 - 1. Shall be suitable for glazed aluminum curtain wall as recommended by sealant manufacturer.
- E. Fasteners and Accessories:
 - 1. Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories must be compatible with adjacent materials.
 - 2. Where exposed, fasteners and accessories shall be stainless steel.

- F. Perimeter Anchors:
 - 1. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
- G. Packing, Shipping, Handling, and Unloading:
 - 1. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- H. Storage and Protection:
 - 1. Store materials so that they are protected from exposure to harmful weather conditions.
 - 2. Handle material and components to avoid damage.
 - 3. Protect material against damage from elements, construction activities, and other hazards before, during, and after installation.

2.04 GLAZING

- A. Glazing to meet requirements in Division 08 Glazing Section.
- B. Glazing Gaskets:
 - 1. Gaskets to meet requirements of ASTM C864.
- C. Spacers and Setting Blocks:
 - 1. Manufacturer's standard elastomeric type
- D. Bond-Breaker Tape:
 - 1. Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- E. Glazing Sealants:
 - 1. As recommended by manufacturer for joint type.
- F. Accessory Materials
 - 1. Bituminous Paint:
 - a. Cold-applied asphalt-mastic paint
 - b. Complies with SSPC-Paint 12 requirements except containing no asbestos
 - c. Formulated for 30-mil (0.762 mm) thickness per coat

2.05 FABRICATION

- A. Extrude or form aluminum shapes before finishing.
- B. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations
 - 2. Accurately fitted joints
 - 3. Physical and thermal isolation of glazing from framing members
 - 4. Accommodations for thermal and mechanical movements of glazing and framing that maintain required glazing edge clearances
 - 5. Provisions for field replacement of glazing from exterior
 - 6. Fasteners, anchors, and connection devices that are concealed from view to the greatest extent possible
 - 7. Internal weeping system or other means to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior
- C. Curtain Wall Framing:
 - 1. Fabricate components for assembly using shear block system following manufacturer's standard installation instructions.
- D. After fabrication, clearly mark components to identify their locations in project according to shop drawings.

2.06 ALUMINUM FINISHES

- A. Finish designations that are prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Factory Finishing:
 - 1. Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating
 - a. Color: Classic Bronze

2.07 SPANDREL BACK PAN

- A. Alloy and temper recommended to match aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish
- B. Not less than 0.090" (2.28 mm) thickness
- C. Finish: To match curtain wall framing finish.
- D. Color: To match curtain wall framing finish.
- E. Adhesive Tape: 3M VHB Structural Metal Cladding Tape W20F or as approved.

2.08 ACCESSORIES

- A. Aluminum Extrusions:
 - 1. Door Stops: 1/2" x 1/2" minimum extruded aluminum. Mechanically fasten as recommended by manufacturer.
 - a. Color: Per 2.06
 - 2. Trim: Kawneer #2 Trim, 1-1/2" x 2" (Clip S-1253 and Trim S-1218)
 - a. Color: Per 2.06

PART 3 EXECUTION

3.01 EXAMINATION

- A. With installer present, examine areas for compliance with requirements for installation tolerances and other conditions affecting performance of the work.
- B. Verify dimensions, tolerances, and method of attachment with other related work.
- C. Verify that anchorage devices have been properly installed and located.

3.02 INSTALLATION

- A. Curtain Wall System Installation:
 - 1. Install curtain wall systems plumb, level, and true to line, without warp or rack of frames, within manufacturer's prescribed tolerances, and complying with installation instructions.
 - 2. Provide support and anchor in place.
 - 3. Dissimilar Materials:
 - a. Provide separation of aluminum materials from sources of corrosion or electrolytic action contact points.
 - 4. Glazing:
 - a. Glass shall be outside-glazed.
 - b. Glass shall be held in place with extruded aluminum pressure plates anchored to the mullion using stainless steel fasteners that are spaced no more than 9" (228.6 mm) on center.
 - 5. Water Drainage
 - a. Each light of glass shall be compartmentalized using joint plugs and silicone sealant to divert water to the horizontal weep locations.
 - b. Weep holes shall be located in the horizontal pressure plates and covers to divert water to the exterior of the building.
- B. Related Products Installation:
 - 1. Sealants (Perimeter):
 - a. Refer to Joint Treatment (Sealants) Section.

2. Glass:
 - a. Refer to Glass and Glazing Section.
 - b. Reference: ANSI Z97.1, CPSC 16 CFR 1201, and GANA Glazing Manual.
- C. Install curtain wall system in accordance with manufacturer's instructions.
- D. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- E. Provide alignment attachments and shims to permanently fasten system to building structure.
- F. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- G. Provide thermal isolation where components penetrate or disrupt building insulation.
- H. Install sill and head flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- I. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjusting: Not applicable.
- B. Protection:
 1. Protect installed product's finish surfaces from damage during construction.
 2. Protect aluminum curtain wall system from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants.
- C. Cleaning:
 1. Repair or replace damaged installed products.
 2. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance.
 3. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during the construction period.
 4. Remove construction debris from project site and legally dispose of debris.

END OF SECTION

**SECTION 08 71 00
FINISH HARDWARE**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes:
 - 1. Provide complete finish hardware and suitable fastenings for the Project in accordance with Drawings, Specifications, and Schedules.
 - 2. Furnishing items of proper design for use on doors and frames of the sizes, thicknesses, profile, swing, security and similar requirements indicated, as necessary for proper installation and function.
 - a. Provide UL Listed systems for exit doors.
 - b. Provide UL Listed systems for fire rated doors where scheduled.
 - c. Provide similar systems on non-latching doors where scheduled.
 - 3. Furnishing items not specifically mentioned, but necessary to complete the work. These are to match quality and finish of the items specified.
- B. Quantities: Those listed in any instance are for subcontractor's convenience only and are not guaranteed.
- C. Related Sections:
 - 1. Section 08 11 13 - Hollow Metal Doors and Frames

1.03 REFERENCES

- A. Standards: Current edition at date of bid.
 - 1. ADAAG - Americans with Disabilities Act, "Accessibility Guidelines for Buildings and Facilities"
 - 2. ANSI/BHMA A156.18 - Materials and Finishes
 - 3. ICC/ANSI A117.1 - Accessible and Usable Buildings and Facilities
 - 4. NFPA 80 - Standard for Fire Doors and Windows
 - 5. NFPA 252 - Standard of Fire Tests of Door Assemblies
 - 6. Underwriters Laboratories - Building Materials Directory
 - 7. Underwriters Laboratories Test Standard UL 10C - Positive Pressure Fire Tests of Door Assemblies
- B. Codes: 2012 International Building Code.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Submit digitally manufacturer's data for each item of finish hardware
- C. Hardware Schedule: Submit digitally a detailed Finish Hardware Schedule.
 - 1. The submitted Finish Hardware Schedule shall indicate the complete designation of every item required for each door or opening.
 - 2. List each opening individually under separate headings in the same order as the door schedule. Do not group like or similar doors under a single heading. Do not continue headings on separate pages.
 - 3. Each heading shall indicate opening location, handing, degree of opening, door size, type, fire rating, and Door and Frame material.
 - 4. Indicate product Manufacturer and incorporate cross-reference to symbols used in paragraph 2.15 Hardware Schedule.

5. The submittal shall include an index indicating door, heading, page numbers, and locking function of each opening
6. Include locations for all miscellaneous items.
7. A cross reference for any abbreviations or symbols used shall be included.
8. Schedules in coded or horizontal format are unacceptable.
9. Submittals not conforming to these requirements will be returned without review, for re-submittal. Following is an example of the required format:

Heading 4

1 Sgl. Door #104A - Corridor 102 from Waiting 104	RHR 90° HW-3	3-0 x 7-0 x 1-3/4" x 20 Minute x Type D	HMD x HMF
3 Each Butts	IVE	5BB1	4.5 X 4.5 NRP 626
1 Lockset	BES	45H7R15M	RHR 626
1 Door Closer	LCN	4040XP EDA	689
1 Kick Plate	IVE	8400	10" X 34" B-CS 630
1 Wall Stop	IVE	WS407CVX	626
1 Set Gasket	NGP	5050B - 17'	BRN

- D. Processing: Hardware schedules will not be reviewed by the Architect until they have been reviewed and approved by Contractor. The Architect will review schedule and return one copy to Contractor along with comments. Resubmit only corrected copies of those sheets requiring correction and update distributed copies with corrected sheets.
- E. Modifications: The Finish Hardware Submittal shall be kept current throughout the project duration. All revisions incorporated shall be submitted in accordance with the above requirements. Submit only cover sheet and revised pages. All revisions shall clearly identify changes from previous submittal content.
- F. Samples: If requested by the Architect, submit one (1) sample of each exposed hardware category, finished as required, and tagged with full description for coordination with the hardware schedule. Samples will be reviewed, by the Architect, for design and finish only, compliance with other requirements is the responsibility of the Contractor. Units which are acceptable and remain undamaged through submittal procedures may be used on the project.
- G. Color Samples: Submit Six (6) set of color charts and physical samples of each product requiring color selection.
- H. Key Schedule: Upon completion of the Key meeting indicated under Paragraph 2.14 C., submit Four (4) copies of a key schedule indicating the complete project key system for approval. Obtain approval prior to proceeding with lock portion of the project.
- I. Operations and Maintenance Data.
 1. Submittals: Submit Maintenance and Operations Manuals under provisions of Division 01 Section "Project Close Out".
 2. Content: Manuals shall contain final copy of the Finish Hardware Submittal, product data, templates, Key Schedule, parts lists and diagrams, installation and maintenance instructions, and wiring diagrams.

1.05 QUALITY ASSURANCE

- A. Supplier:
 1. Recognized builders' hardware supplier who has been furnishing hardware in the same area as the project for a period of not less than five years.
 2. Factory direct, authorized and stocking distributor of the Exit Devices, Locksets and Door Closers.
 3. Employing an Architectural Hardware Consultant, certified by the Door and Hardware Institute, who is available during the course of the work to meet with the Owner, Architect or Contractor for project hardware consultation.
 4. Provide certification of compliance with these requirements prior to preparation of Finish Hardware Submittals

- B. Source: Obtain each kind of Hardware (Butts, Locksets, Exit Devices, Door Closers, etc.) from only one manufacturer.
- C. Installer: Finish hardware shall be installed only by experienced tradesmen in compliance with trade union jurisdictions, either at the door and frame fabrication plant or at the project site.
- D. Templates: Furnish hardware templates for each fabricator of doors, frames and other work to be factory prepared for the installation of hardware. Upon request, check the shop drawings of such other work to confirm that provisions will be made for the proper installation of hardware.
- E. Regulatory Requirements:
 - 1. Code Compliance: All finish hardware shall comply with applicable local and/or state current building codes. All finish hardware shall meet the requirements of ADAAG, and ICC/ANSI A117.1, Accessible and Usable Building and Facilities.
 - 2. Product Compliance: Provide only hardware which has been tested and listed by a recognized testing agency for the types and sizes of doors required, and which complies with the requirements of the door and door frame labels. Provide Door Closers, Automatic self-latching bolts, coordinators, gasketing, astragals, or other components if required to conform to label requirements.

1.06 PRODUCT HANDLING AND STORAGE

- A. Packaging: Each item or package is to be separately tagged with identification related to the final hardware schedule. Complete installation instructions shall be included in the packages.
- B. Storage: Provide a locked room at the jobsite for the storage of the hardware.

1.07 WARRANTY

- A. Coverage: Finish hardware shall be guaranteed against defects in workmanship and operation for a period of one year, backed by a factory guarantee of the hardware manufacturer. The following products shall be guaranteed for periods beyond one year:
 - 1. Locks – Limited Lifetime Mechanical, Five Years Electrical
 - 2. Door Closers – Thirty Years
 - 3. Panic Devices - Three Years Mechanical, One Year Electrical
- B. Special Tools: Provide One (1) Set of Special Tools required for Installation and Adjustment.

PART 2 - PRODUCTS

2.01 MANUFACTURERS AND SUBSTITUTIONS

- A. Manufacturers: Products may be furnished by the manufacturers listed under “As Specified” below, or equivalent products of type, grade, design, and function, from manufacturers listed under “Acceptable Substitutions”. Requests for products not listed must be made in accordance with Division 01 Section “Product Substitutions”.

Product	As Specified	Acceptable Substitutions
1. Butt Hinges	Ives (IVE)	Dormakaba, Bommer, Hager
2. Locksets	Best (BES)	None
3. Cylinders	Best (BES)	None
4. Exit Devices	Von Duprin (VON)	None
5. Door Closers	LCN (LCN)	Dormakaba
6. Automatic Flush Bolts	Ives (IVE)	Door Controls
7. Coordinators	Ives (IVE)	Door Controls
8. Kick & Mop Plates	Ives (IVE)	Dormakaba, Tice, Trimco
9. Wall and Floor Stops	Ives (IVE)	Dormakaba, Trimco
10. Overhead Stop and Holders	Glynn Johnson (GJ)	ABH, Rixson
11. Weatherstrip & Thresholds	National Guard (NGP)	Zero, Pemko, Reese

2.02 HARDWARE MATERIALS AND FABRICATION

- A. Fasteners: Provide fasteners for installation with each hardware item. Provide Phillips head fasteners, countersunk oval, flat head, or undercut head as appropriate for material to be

installed.

- B. Compatibility: Provide fasteners which are compatible with both unit fastened and substrate, and which will not cause corrosion or deterioration of hardware, base material, or fastener.

2.03 HARDWARE FINISHES

- A. Finish in general shall be: US26D Satin Chrome Plates (BHMA 626), except:
 - 1. Push Plates, Door Pulls, Overhead Stops, Kick and Mop Plates, and Exterior Butt Hinges: US32D, Satin Stainless Steel (BHMA 630).
 - 2. Interior Hinges: US26D, Satin Chrome over Steel Base (BHMA 652).
 - 3. Removable Mullions: Painted Aluminum (BHMA 689).
 - 4. Door Closers: Painted Aluminum (BHMA 689).
 - 5. Smoke Gasketing: As Selected.
 - 6. Threshold, Weatherstrip & Door Bottoms: As listed

2.04 BUTTS HINGES

- A. Quantity (per Leaf):
 - 1. Door openings up to 60": 2 each
 - 2. Door openings 60 to 90": 3 each
 - 3. Doors over 90": Furnish one additional for each 30" increment or fraction thereof.
- B. Sizes:
 - 1. 1-3/4" Exterior & Vestibule Doors: 5 x 4-1/2"
 - 2. 1-3/4" Interior Doors up to and including 36": 4-1/2 x 4-1/2"
 - 3. 1-3/4" Interior Doors over 36": 5 x 4-1/2"
- C. Pins: All doors to have non-removable pins (NRP - Set Screw in Barrel)
- D. Width: Width of Hinges shall be as required to clear projecting trim or other conditions to allow maximum degree of opening
- E. Tips: Hinges shall have Flat Button Tips.
- F. Non-Standard Sizes: For unusual size or weight doors, furnish type, size and quantity recommended by the hinge manufacturer.

2.05 LOCKSETS AND CYLINDERS

- A. Lever Design: Furnish all Lever Handle Locksets and Latches in 15M Design
- B. Backset: 2-3/4"
- C. Ratings: All Locksets and Latchsets shall be listed with Underwriters Laboratories for A label and lesser class doors.
- D. Cylinders:
 - 1. Furnish all Locksets and Cylinders with Key Removable Interchangeable Best Cormax Cores.
 - 2. Provide appropriate cylinder type, length, collars, and cam type to operate specified Locksets and Exit Devices.
- E. Strikes: Provide Curved Lip Strikes with adequate projection to protect door trim. Provide flat, flush lip strikes for pairs of doors with overlapping Astragals.
- F. Strike Boxes: Provide manufacturers standard wrought or plastic strike boxes.

2.06 DOOR CLOSERS

- A. Drop Plates: Furnish drop plates where doors have insufficient height top rails, or where Regular Arm Door Closers are used in conjunction with Concealed Overhead Stops.
- B. Fluid: Furnish cold weather fluid, at exterior & vestibule doors. Furnish non-flammable fluid at fire rated openings in conformance with UL Test Standard 10C.
- C. Voltage: Coordinate voltage and location requirements for Electronic Door Closers with Electrical Sub-contractor.

- D. Spacer Blocks: Furnish Spacer Blocks where frame stop does not provide for adequate support for the parallel arm soffit shoe.
- E. Special Mounting: Provide special closer mounting as required where interference with weatherstrip or sound seals occurs.
- F. Shoulder Through Bolts: Furnish Shoulder Through Bolts for all Wood Composite and Mineral Core applications.

2.07 THRESHOLDS

- A. Fasteners: Furnish Thresholds with FHSL14200, ¼-20 x 2" Phillips Flat Head Sleeve Anchors.

2.08 WEATHERSTRIP AND SMOKE GASKETING

- A. General: Furnish weatherstrip and gaskets for complete perimeter of opening, including mullions, and astragals. Furnish weatherstrip at sill of Four (4) sided frames.
- B. Rain Drips: Rain Drips shall be full width of opening including frame faces.
- C. General: Furnish Rubber Door Silencers for all openings not specified to have Smoke Gasketing or Weatherstrip.
- D. Quantity: Furnish three (3) for each single door frame, and four (4) for each pair of door frames.
- E. Type: SR64.

HARDWARE GROUPS

HW SET: 01

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 5 X 4.5 NRP	652	IVE
1	EA	LOCK GUARD	LG13	600	IVE
1	EA	PRIVACY LOCK	9K-3-0-Y-15D-S3	626	BES
1	EA	SURFACE CLOSER	4040XP REG	689	LCN
1	EA	DRIP CAP	16A	CL	NGP
1	EA	DOOR SWEEP	C627A EXTERIOR SIDE OF DOOR	CL	NGP
1	EA	DOOR SWEEP	600A INTERIOR SIDE OF DOOR	CL	NGP
1	SET	SEALS	706A	CL	NGP
1	EA	THRESHOLD	8425	AL	NGP

END OF SECTION

**SECTION 08 80 00
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Insulating glass units.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealants for other than glazing purposes.
- B. Section 08 43 13 - Aluminum-Framed Storefronts: Glazing provided as part of storefront assembly.
- C. Section 08 44 13 - Glazed Aluminum Curtain Walls: Glazing provided as part of wall assembly.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test; 2015 (Reaffirmed 2020).
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM C1036 - Standard Specification for Flat Glass; 2021.
- E. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- F. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass; 2021.
- G. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
- H. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
- I. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2017.
- J. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence; 2014, with Errata (2017).
- K. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems; 2017.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by each of the affected installers.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data on Insulating Glass Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Manufacturer's qualification statement.
- D. Installer's qualification statement.
- E. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least 10 years documented experience.

1.07 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F (4 degrees C).
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
 - 1. Design Pressure:
 - a. Positive Design Pressure (ASD): 34 psf (1627.9 Pa).
 - b. Negative Design Pressure (ASD): 42 psf (2011.0 Pa).
 - 2. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 - 3. Seismic Loads: Design and size glazing components to withstand seismic loads and sway displacement in accordance with the requirements of ASCE 7
 - 4. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
 - 5. Glass thicknesses listed are minimum.
- B. Weather-Resistive Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure water-resistive barrier, vapor retarder, and/or air barrier.
 - 1. In conjunction with weather barrier related materials described in other sections, as follows:
 - a. Vapor Retarders: See Section 09 21 16
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
 - 1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 - 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 - 3. Solar Optical Properties: Comply with NFRC 300 test method.

2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 - 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality - Q3.
 - 2. Kind HS - Heat-Strengthened Type: Complies with ASTM C1048.
 - 3. Kind FT - Fully Tempered Type: Complies with ASTM C1048.
 - 4. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.

2.03 INSULATING GLASS UNITS

- A. Manufacturers:
 - 1. Basis of Design: Vitro Architectural Glass (formerly PPG Glass); Solorban 70; : www.vitroglazings.com/#sle.
 - 2. Cardinal Glass Industries; _____: www.cardinalcorp.com/#sle.
 - 3. Guardian Glass, LLC; _____: www.guardianglass.com/#sle.

4. Pilkington North America Inc; _____: www.pilkington.com/na/#sle.Pilkington North America Inc; _____: www.pilkington.com/na/#sle.
 5. Vitro Architectural Glass (formerly PPG Glass); _____: www.vitroglazings.com/#sle.
 6. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.
- B. Insulating Glass Units: Types as indicated.
1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
 3. Spacer Color: Black.
 4. Edge Seal:
 - a. Color: Black.
 5. Purge interpane space with dry air, hermetically sealed.
- C. Type IG-1 - Insulating Glass Units: Vision glass, double glazed.
1. Applications: Exterior glazing unless otherwise indicated.
 2. Space between lites filled with air.
 3. Outboard Lite: Heat-strengthened float glass, 1/4 inch (6.4 mm) thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Low-E (passive type), on #2 surface.
 4. Inboard Lite: Fully tempered float glass, 1/4 inch (6.4 mm) thick, minimum.
 - a. Tint: Clear.
 5. Total Thickness: 1 inch (25.4 mm).
 6. Thermal Transmittance (U-Value), Summer - Center of Glass: .25, nominal.
 7. Visible Light Transmittance (VLT): 50-80 percent, nominal.
 8. Solar Heat Gain Coefficient (SHGC): .70, nominal.
- D. Type IG-2 - Insulating Glass Units: Spandrel glazing.
1. Applications: Exterior spandrel glazing unless otherwise indicated.
 2. Space between lites filled with air.
 3. Outboard Lite: Fully tempered float glass, 1/4 inch (6.4 mm) thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Same as on vision units, on #2 surface.
 4. Inboard Lite: Heat-strengthened float glass, 1/4 inch (6.4 mm) thick.
 - a. Tint: Clear.
 - b. Opacifier: _____Silicone-Coated, on #4 surface.
 - 1) Basis of Design: OPACI-COAT-300
 - 2) Or As Approved By Architect
 - c. Opacifier Color: As selected by Architect from Manufacturer's Full Range..
 5. Total Thickness: 1 inch (25.4 mm).
 6. Thermal Transmittance (U-Value), Summer - Center of Glass: .25, nominal.

END OF SECTION

**SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mineral Fiber Batt Insulation
- B. Gypsum wallboard.
- C. Joint treatment and accessories.
- D. Textured finish system.
- E. Vapor Retarder
- F. Vapor Retarder Tape

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2017.
- C. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2020.
- D. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2018.
- E. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2020.
- F. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- G. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide data on gypsum board, accessories, and joint finishing system.

PART 2 PRODUCTS

2.01 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company; ____: www.americangypsum.com/#sle.
 - 2. CertainTeed Corporation; ____: www.certainteed.com/#sle.
 - 3. Continental Building Products; ____: www.continental-bp.com/#sle.
 - 4. Georgia-Pacific Gypsum; ____: www.gpgypsum.com/#sle.
 - 5. National Gypsum Company; ____: www.nationalgypsum.com/#sle.
 - 6. PABCO Gypsum; ____: www.pabco gypsum.com/#sle.
 - 7. USG Corporation; ____: www.usg.com/#sle.
 - 8. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Fire Resistance Rating: Type X board at all areas.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).
 - b. Ceilings: 5/8 inch (16 mm).

2.02 GYPSUM WALLBOARD ACCESSORIES

- A. Mineral Fiber Batt Insulation: Flexible or semi-rigid preformed batt or blanket, complying with ASTM C665; friction fit;
 - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index: 0 (zero), when tested in accordance with ASTM E84.
- B. Vapor Retarder: Polyethylene ASTM D 4397, 10 mils thick. Permeance rating is not to exceed 0.13 perms.
- C. Vapor-Retarder Tape: Pressure-sensitive with cold weather adhesive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
- D. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- E. Finishing Accessories: ASTM C1047, galvanized steel sheet ASTM A924/A924M G90, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.
- F. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Paper Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners.
- G. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- H. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.

- C. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
 - 1. Not more than 30 feet (10 meters) apart on walls and ceilings over 50 feet (16 meters) long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 5: Walls and ceilings to receive paint finish and other areas specifically indicated.
 - 2. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.06 TEXTURE FINISH

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions.
- B. Texture Required: Orange Peel.

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

**SECTION 09 90 00
PAINTING AND COATING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation is required to properly install products.
- B. Field application of paints and other coatings.
- C. Surfaces to be finished are indicated in this section and on the Drawings.

1.02 RELATED SECTIONS

- A. Division 08 Section "Hollow Metal Doors and Frames".
- B. Division 09 Section "Gypsum Board Assemblies".

1.03 REFERENCES

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Master Painters and Decorators Association; 2010.

1.04 SUBMITTALS

- A. See City of Valdez Standard Construction Specifications: Article 5.5, Shop Drawings for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system (copy of relevant MPI Manual page is acceptable).
 - 4. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Certification by manufacturer that products comply with Contract Documents and are compatible with applicable substrates and with each other.
- D. Samples for Verification: Submit three paper "drop" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Prime Consultant before preparing samples, to eliminate sheens definitely not required.
 - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted have been approved.
 - 4. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.05 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.
- B. Maintain one copy of relevant portions of MPI Architectural Painting Specification Manual on project site at all times.
- C. Material Safety Data Sheets: At project site maintain file of MSDS sheets for each product used; become familiar with and follow manufacturer's stated application and safety requirements.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Acceptable Manufacturers are limited to the following:
 - 1. Sherwin Williams: www.sherwin-williams.com.
 - 2. Duron, Inc: www.duron.com.
 - 3. ICI Paints North America: www.icidecorativepaints.com.
 - 4. Benjamin Moore & Co: www.benjaminmoore.com.
 - 5. PPG Architectural Finishes, Inc: www.ppgaf.com.
 - 6. Glidden: www.glidden.com.
 - 7. Fuller-O'Brien: www.fullerpaint.com.
 - 8. Behr Process Corporation: www.behr.com.
 - 9. Substitutions: See City of Valdez Standard Construction Specifications for Substitution Request Procedures.

2.02 MATERIALS

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
 - 3. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
 - a. Flat Paints and Coatings: 50 g/L.
 - b. Nonflat Paints and Coatings: 150 g/L.
 - c. Dry-Fog Coatings: 400 g/L.
 - d. Primers, Sealers, and Undercoaters: 200 g/L.
 - e. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - f. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - g. Pretreatment Wash Primers: 420 g/L.
 - h. Shellacs, Clear: 730 g/L.

- i. Shellacs, Pigmented: 550 g/L.
- C. Patching Material: Latex filler.
- D. Fastener Head Cover Material: Latex filler.

2.03 PAINT SYSTEMS

- A. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- B. Where a specified paint system does not have a Premium Grade, provide Custom Grade system.
- C. Where sheen is not specified or more than one sheen is specified, sheen will be selected later by Prime Consultant from the manufacturer's full line.
- D. Provide colors as scheduled on Drawings and Color Schedule.

2.04 INTERIOR PAINT SYSTEMS

- A. Structural Steel and Metal Fabrications:
 - 1. Applications include but are not limited to: columns, beams, joists, exposed fire sprinkler piping, etc.
 - 2. Water-Based Light Industrial Coating System [MPI INT 5.1B]:
 - a. 1st Coat: Primer, rust-inhibitive, water based [MPI #107].
 - b. 2nd Coat: Light industrial intermediate coating, interior, water based, matching topcoat.
 - c. 3rd Coat: Light industrial top-coating, interior, water based, semi-gloss (MPI Gloss Level 5) [MPI #153].
- B. Steel Subject to High Temperatures:
 - 1. Applications include but are not limited to: boilers, furnaces, stacks, piping, etc.
 - 2. Heat Resistant Enamel (Maximum 400° F) [MPI INT 5.2A]:
 - a. Apply in strict accordance with Manufacturer's Instructions (MPI Gloss Level 6) [MPI #21].
- C. Galvanized Metal, Not Chromate Passivated:
 - 1. Applications include but are not limited to: doors, frames, railings, piping, etc.
 - 2. Alkyd over water-based galvanized primer [MPI INT 5.3L]:
 - a. 1st Coat - Water Based Galvanized Primer [MPI #134]
 - b. 2nd Coat - Alkyd [MPI #48]
 - c. 3rd Coat - Alkyd (MPI Gloss Level 5) [MPI #48]
- D. Gypsum Board:
 - 1. Applications include but are not limited to walls, ceilings, soffits, and bulkheads.
 - 2. High Performance Architectural Latex [MPI INT 9.2B]:
 - a. 1st Coat - Latex Primer Sealer [MPI #50]
 - b. 2nd Coat - HIPAC Latex (MPI Gloss Level 3) [MPI #139]
 - c. 3rd Coat - HIPAC Latex (MPI Gloss Level 3) [MPI #139]

2.05 EXTERIOR PAINT SYSTEMS

- A. Structural Steel and Metal Fabrications:
 - 1. Applications include but are not limited to: columns, beams, joists, doors, etc.
 - 2. Alkyd System [MPI EXT 5.1D]:
 - a. 1st Coat: Alkyd Primer, anticorrosive for metal [MPI #79].
 - b. 2nd Coat: Alkyd, exterior enamel intermediate coat matching topcoat.
 - c. 3rd Coat: Alkyd, exterior enamel topcoat (Gloss Level 5), [MPI #94].
- B. Galvanized Metal, Not Chromate Passivated:
 - 1. Applications include but are not limited to: doors, frames, railings, piping, mechanical sheet metal, etc.

2. Alkyd over water-based primer [MPI EXT 5.3N]:
 - a. 1st Coat - Water Based Galvanized Primer [MPI #134]
 - b. 2nd Coat - Alkyd [MPI #9]
 - c. 3rd Coat - Alkyd (MPI Gloss Level 5) [MPI #9]

PART 3 EXECUTION

3.01 SCOPE -- SURFACES TO BE FINISHED

- A. Paint all exposed surfaces except where indicated not to be painted or to remain natural; the term "exposed" includes areas visible through permanent and built-in fixtures when they are in place.
- B. Paint the surfaces described in PART 2, indicated on the Drawings, and as follows:
 1. If a surface, material, or item is not specifically mentioned, paint in the same manner as similar surfaces, materials, or items, regardless of whether colors are indicated or not.
 2. Paint surfaces behind movable equipment and furnishings the same as similar exposed surfaces.
 3. Paint surfaces to be concealed behind permanently installed fixtures, equipment, and furnishings, using primer only, prior to installation of the permanent item.
 4. Paint back sides of access panels and removable and hinged covers to match exposed surfaces.
 5. Finish top, bottom, and side edges of exterior doors the same as exposed faces.
 6. Paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, and hangers, brackets, collars and supports occurring in finished areas to match background surfaces, unless otherwise indicated.
 7. Paint shop-primed mechanical and electrical items occurring in finished areas.
 8. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- C. Do Not Paint or Finish the Following Items:
 1. Items fully factory-finished unless specifically noted; factory-primed items are not considered factory-finished.
 2. Items indicated to receive other finish.
 3. Items indicated to remain naturally finished.
 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 5. Anodized aluminum.
 6. Polished and brushed stainless steel items.
 7. Concrete masonry in utility, mechanical, and electrical spaces.
 8. Acoustical materials.
 9. Concealed piping, ductwork, and conduit.

3.02 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials; report incompatible primer conditions and submit recommended changes for Prime Consultant's approval.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Concrete: 12 percent.
 2. Fiber-Cement Board: 12 percent.
 3. Masonry (Clay and CMUs): 12 percent.
 4. Wood: 15 percent.
 5. Gypsum Board: 12 percent.

6. Plaster: 12 percent.
- E. Measure the ph factor of concrete, masonry, and mortar before starting any finishing process, using the method specified in MPI Architectural Painting Manual.
 1. Report results in writing to Owner before starting work.
 2. If results of test indicate need for remedial action, provide written description of remedial action. If a different primer or paint systems is required, state the total cost of the change. Do not proceed with remedial action or change without receiving written authorization from Owner.

3.03 PREPARATION

- A. Prepare surfaces as specified in MPI Architectural Painting Specification Manual and as follows for the applicable surface and coating; if multiple preparation treatments are specified, use as many as necessary for best results; where the Manual references external standards for preparation (e.g. SSPC standards), prepare as specified in those standards; comply with coating manufacturer's specific preparation methods or treatments, if any.
- B. Coordinate painting work with cleaning and preparation work so that dust and other contaminants do not fall on newly painted, wet surfaces.
- C. Surface Appurtenances: Prior to preparing surfaces or finishing, remove electrical plates, hardware, light fixtures, light fixture trim, escutcheons, machined surfaces, fittings, and similar items already installed that are not to be painted.
 1. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before preparation and finishing.
 2. After completing painting in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac those which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Insulated Coverings to be Painted: Remove dirt, grease, and oil from canvas.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- K. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- L. Wood Items to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- M. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.04 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and as specified or recommended by MPI Manual, using the preparation, products, sheens, textures, and colors as indicated.

1. Remove, refinish, or repaint work not complying with requirements.
- B. Do not apply finishes over dirt, rust, scale, grease, moisture, scuffed surfaces, or other conditions detrimental to formation of a durable coating film; do not apply finishes to surfaces that are not dry.
- C. Use applicators and methods best suited for substrate and type of material being applied and according to manufacturer's instructions.
 1. Brush Application: Use brushes best suited for the type of material applied; use brush of appropriate size for the surface or item being painted; produce results free of visible brush marks.
 2. Roller Application: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Application: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
 4. Where application method is listed in the MPI Manual for the paint system that application method is required; otherwise any application method recommended by manufacturer for material used and objects to be painted is acceptable.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate; provide total dry film thickness of entire system as recommended by manufacturer.
 1. Number of coats and film thickness required are the same regardless of application method.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
 3. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
- E. Apply finish to completely cover surfaces with uniform appearance without brush marks, runs, sags, laps, ropiness, holidays, spotting, cloudiness, or other surface imperfections.
 1. Before applying finish coats, apply a prime coat of material recommended by manufacturer, unless the surface has been prime coated by others; where evidence of suction spots or unsealed areas in first coat appear, recoat primed and sealed surfaces to ensure finish coat with no burn through or other defects due to insufficient sealing.
 2. Apply first coat to surface that has been cleaned, pretreated, or otherwise prepared as soon as practical after preparation and before subsequent surface deterioration.
 3. Do not apply succeeding coats until the previous coat has cured as recommended by manufacturer.
 4. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat will not cause the undercoat to lift or lose adhesion.
 5. If manufacturer's instructions recommend sanding to produce a smooth, even surface, sand between coats.
 6. Before applying next coat vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.05 CLEANING AND PROTECTION

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from site.
- C. Protect other work, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting as approved by Prime Consultant.
- D. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

- E. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in MPI Manual.

3.06 SCHEDULE - COLORS

- A. See Plans and Schedules for extent of surfaces to be painted.

END OF SECTION

**SECTION 12 24 00
WINDOW SHADES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior manual roller shades.

1.02 REFERENCE STANDARDS

- A. WCMA A100.1 - Safety of Window Covering Products; 2018.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequencing:
 - 1. Do not fabricate shades until field dimensions for each opening have been taken with field conditions in place.
 - 2. Do not install shades until final surface finishes and painting are complete.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets, including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- B. Shop Drawings: Include shade schedule indicating size, location and keys to details, head, jamb and sill details, mounting dimension requirements for each product and condition, and operation direction.
- C. Selection Samples: Include fabric samples in full range of available colors and patterns.
- D. Operation and Maintenance Data: List of all components with part numbers, sources of supply, and operation and maintenance instructions; include copy of shop drawings.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of this type with minimum five years of documented experience with shading systems of similar size and type.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Interior Manually Operated Roller Shades:
 - 1. Draper, Inc; _____: www.draperinc.com/#sle.
 - 2. MechoShade Systems LLC; _____: www.mechoshade.com/#sle.
 - 3. SWFcontract, a division of Springs Window Fashions, LLC.: www.swfcontract.com/#sle.

2.02 ROLLER SHADES

- A. General:
 - 1. Provide shade system components that are easy to remove or adjust without removal of mounted shade brackets.
 - 2. Provide shade system that operates smoothly when shades are raised or lowered.
- B. Roller Shades - Basis of Design: MechoShade Systems LLC; Mecho/5 System; www.mechoshade.com/#sle.
 - 1. Description: Single roller, manually operated fabric window shades.
 - a. Drop Position: Regular roll.
 - b. Mounting: Recess mounted in ceiling pocket.
 - c. Size: As indicated on drawings.
 - d. Fabric: As indicated under Shade Fabric article.

2. Brackets and Mounting Hardware: As recommended by manufacturer for mounting indicated and to accommodate shade fabric roll-up size and weight.
 - a. Material: Steel, 1/8 inch (3 mm) thick.
3. Roller Tubes:
 - a. Material: Extruded aluminum.
 - b. Size: As recommended by manufacturer; selected for suitability for installation conditions, span, and weight of shades.
 - c. Fabric Attachment: Utilize extruded channel in tube to accept vinyl spline welded to fabric edge. Shade band to be removable and replaceable without removing roller tube from brackets or inserting spline from the side of the roller tube.
 - d. Roller tubes to be capable of being removed and reinstalled without affecting roller shade limit adjustments.
4. Hembars: Designed to maintain bottom of shade straight and flat.
 - a. Style: Full wrap fabric covered bottom bar, flat profile with heat sealed closed ends.
5. Clutch Operator: Manufacturer's standard material and design integrated with bracket/brake assembly.
 - a. Provide a permanently lubricated brake assembly mounted on an oil-impregnated hub with wrapped spring clutch.
 - b. Brake must withstand minimum pull force of 50 pounds (22.7 kg) in the stopped position.
 - c. Mount clutch/brake assembly on the support brackets, fully independent of the roller tube components.
6. Drive Chain: Continuous loop stainless steel beaded ball chain, 95 pound (43 kg) minimum breaking strength. Provide upper and lower limit stops.
 - a. Chain Retainer: Chain tensioning device complying with WCMA A100.1.
7. Accessories:
 - a. Ceiling Closure: Premanufactured extruded aluminum for acoustical ceiling attachment
 - 1) Size: 2" wide
 - 2) Color: White
 - 3) Accessories:
 - (a) 3/8" Standard Closure Mount

2.03 SHADE FABRIC

- A. Fabric: Nonflammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation.
 1. Manufacturers; :
 - a. MechoShade Systems LLC; ThermoVeil Basket Weave - 1500 Series (3% open): www.mechoshade.com/#sle.
 2. Material: Vinyl coated polyester.
 3. Color: As selected by Architect from manufacturer's full range of colors.

2.04 ROLLER SHADE FABRICATION

- A. Field measure finished openings prior to ordering or fabrication.
- B. Dimensional Tolerances: As recommended in writing by manufacturer.
- C. At openings requiring continuous multiple shade units with separate rollers, locate roller joints at window mullion centers; butt rollers end-to-end.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine finished openings for deficiencies that may preclude satisfactory installation.
- B. Start of installation shall be considered acceptance of substrates.

3.02 PREPARATION

- A. Prepare surfaces using methods recommended by manufacturer for achieving best result for substrate under the project conditions.
- B. Coordinate with window installation and placement of concealed blocking to support shades.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved shop drawings, using mounting devices as indicated.
- B. Adjust level, projection, and shade centering from mounting bracket. Verify there is no telescoping of shade fabric. Ensure smooth shade operation.

3.04 CLEANING

- A. Clean soiled shades and exposed components as recommended by manufacturer.
- B. Replace shades that cannot be cleaned to "like new" condition.

3.05 PROTECTION

- A. Protect installed products from subsequent construction operations.
- B. Touch-up, repair, or replace damaged products before Substantial Completion.

END OF SECTION

**SECTION 23 05 00
COMMON WORK RESULTS FOR HVAC**

PART 1 GENERAL

1.01 SCOPE

- A. All provisions of the Contract including the General and Supplementary Conditions and the General Requirements apply to this work.

1.02 WORK INCLUDED

- A. The work to be included in these and all other mechanical subsections shall consist of providing, installing, adjusting and setting into proper operation complete and workable systems for all items shown on the drawings, described in the specifications or reasonably implied. This shall include the planning and supervision to coordinate the work with other crafts and to maintain a proper time schedule for delivery of materials and installation of the work.
- B. Division 01 of the specifications is to be specifically included as well as all related drawings.

1.03 RELATED WORK

- A. Related Work Specified Elsewhere:
 - 1. Electrical Specifications: Division 26.
- B. Unless otherwise indicated on the electrical drawings or the electrical schedules, provide all electrical components, wiring and any other miscellaneous Division 23 controls. Disconnect switches are included in the electrical work, unless specifically called out on mechanical plans.
- C. Carefully coordinate all work with the electrical work shown and specified elsewhere.

1.04 REFERENCED CODES - LATEST ADOPTED EDITION

- A. NFPA 70 National Electrical Code (NEC).
- B. IMC International Mechanical Code.
- C. IECC International Energy Conservation Code.
- D. IFC International Fire Code.
- E. IBC International Building Code.

1.05 PROJECT RECORD DRAWINGS

- A. In addition to other requirements of Division 01, mark up a clean set of drawings as the work progresses to show the dimensioned location and routing of all mechanical work which will become permanently concealed. Show routing of work in concealed blind spaces within the building.
- B. Maintain record documents at job site in a clean, dry and legible condition. Keep record documents available for inspection by the Project Manager.
- C. Show the location of all valves and their appropriate tag identification.
- D. At completion of project, deliver these drawings to the Architect and obtain a written receipt.

1.06 HANDLING

- A. See General Conditions and the General Requirements in Division 01 regarding material handling.
- B. Deliver packaged materials to job site in unbroken packages with manufacturer's label, and store to facilitate inspection and installation sequence. All items must be labeled and identified as to make, size and quality.

1.07 DIMENSIONS

- A. Before ordering any material or doing any work, the Contractor shall verify all dimensions, including elevations, and shall be responsible for the correctness of the same. No extra charge or compensation will be allowed on account of differences between actual dimensions and measurements indicated on the drawings.
- B. Any differences, which may be found, shall be submitted to the Architect for consideration before proceeding with the work.

1.08 MANUFACTURER'S DIRECTIONS

- A. All manufactured articles shall be applied, installed and handled as recommended by the manufacturer, unless specifically called out otherwise. Advise the Architect of any such conflicts before installation.

1.09 PERMITS, FEES, ETC.

- A. The Contractor under each Division of these specifications shall arrange for a permit from the local authority. The Contractor shall pay for any inspection fees or other fees and charges required by ordinance, law, codes and these specifications.

1.10 TESTING

- A. The Contractor under each section shall perform the various tests as specified and required by the Architect and as required by applicable code, the State and local authorities. The Contractor shall furnish all labor, fuel and materials necessary for making tests.

1.11 TERMINOLOGY

- A. Whenever the words "furnish", "provide", "furnish and install", "provide and install", and/or similar phrases occur, it is the intent that the materials and equipment described be furnished, installed and connected under this Division of the Specifications, complete for operation unless specifically noted to the contrary.
- B. Where a material is described in detail, listed by catalogue number or otherwise called for, it shall be the Contractor's responsibility to furnish and install the material.
- C. The use of the word "shall" conveys a mandatory condition to the contract.
- D. "This section" refers to the section in which the statement occurs.
- E. "The project" includes all work in progress during the construction period.
- F. In describing the various items of equipment, in general, each item will be described singularly, even though there may be a multiplicity of identical or similar items.

1.12 SCHEDULE OF WORK

- A. The work under the various sections must be expedited and close coordination will be required in executing the work. The various trades shall perform their portion of the work at such times as directed so as to meeting scheduled completion dates, and to avoid delaying any other trade. The Architect will set up completion dates. Each contractor shall cooperate in establishing these times and locations and shall process work so as to ensure the proper execution of it.

1.13 COOPERATION AND CLEANING UP

- A. The Contractor for the work under each section of the specifications shall coordinate the Contractors work with the work described in all other sections of the specifications to the end that, as a whole, the job shall be a finished one of its kind and shall carry on the work in such a manner that none of the work under any section of these specifications shall be handicapped, hindered or delayed at any time.
- B. At all times during the progress of the work, the Contractor shall keep the premises clean and free of unnecessary materials and debris. The Contractor shall, on direction at any time from the Architect, clear any designated areas or area of materials and debris. On completion of any

portion of the work, the Contractor shall remove from the premises all tools and machinery and all debris occasioned by the work, leaving the premises free of all obstructions and hindrances.

1.14 WARRANTY

- A. Unless a longer warranty is hereinafter called for, all work, materials and equipment items shall be warranted for a period of one year after acceptance by the Owner. All defects in labor and materials occurring during this period, as determined by the Architect, shall be repaired and/or replaced to the complete satisfaction of the Architect. Guarantee shall be in accordance with Division 01.

1.15 COMPLETION REQUIREMENTS

- A. In accordance with the General Conditions and the General Requirements in Division 01, Project Closeout; before acceptance and final payment, the Contractor shall furnish:
 - 1. Accurate project record drawings, shown in red ink on prints, showing all changes from the original plans made during installation of the work.
 - 2. Contractors One Year Warranty.
 - 3. All Manufacturers' Guarantees.

1.16 INSPECTION OF SITE - REMODEL PROJECTS

- A. The accompanying plans do not indicate completely the existing mechanical installations. The bidders for the work under these sections of the specifications shall inspect the existing installations and thoroughly acquaint themselves with conditions to be met and the work to be accomplished in removing and modifying the existing work, and in installing the new work in the present building and underground serving to and from that structure. Failure to comply with this shall not constitute grounds for any additional payments in connection with removing or modifying any part of the existing installations and/or installing any new work.

1.17 RELOCATION OF EXISTING INSTALLATIONS

- A. There are portions of the existing plumbing, mechanical and electrical systems, which shall remain in use to serve the finished building in conjunction with the indicated new installations. By actual examination at the site, each bidder shall determine those portions of the remaining present installations, which must be relocated to avoid interference with the installations of new work of the Contractors particular trade and that of all other trades. All such existing installations, which interfere with new installations, shall be relocated by the Contractor.

1.18 SALVAGE MATERIALS

- A. The Contractor shall remove existing equipment, duct, grilles and other items associated with the mechanical systems where no longer required for the project. Where such items are exposed to view or uncovered by any cutting or removal of general construction and has no continuing function (as determined by the Architect), they shall be removed.
- B. All items or materials removed from the project shall be made available for the Owner's inspection. The Owner retains the option to claim any item or material. Contractor shall deliver any claimed item or material in good condition to the place designated by the Owner. All items not claimed become the property of the contractor and shall be removed from the site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All equipment shall be regularly cataloged items of the manufacturer and shall be supplied as a complete unit in accordance with the manufacturer's standard specifications along with any optional items required for proper installation unless otherwise noted. Maintain manufacturer's identification, model number, etc. on all equipment at all times.

- B. Where more than one of an item is to be provided, all of the items shall be identical manufacture, make, model, color, etc.

2.02 RESTRICTED MATERIALS

- A. No materials containing asbestos in any form shall be allowed.
- B. No solder or flux containing lead shall be used on this project.
- C. Where materials or equipment provided by this Contractor are found to contain restricted materials, such items shall be removed and replaced with non-restricted materials items. Entire cost of restricted materials removal and disposal and cost of installing new items shall be the responsibility of the Contractor for those restricted materials containing items installed by the Contractor.

2.03 PIPE HANGERS AND SUPPORTS

- A. Acceptable Manufacturers:
 - 1. Anvil.
 - 2. PHD Manufacturing, Inc.
 - 3. Michigan Hanger Company.
 - 4. B-Line Systems, Inc.
- B. Hydronic Piping:
 - 1. Conform to ANSI/MSS SP58.
 - 2. Wall Support for Pipe Sizes to 3 Inches: Strut triangular bracket with pipe clamp and cushion insulator.
 - 3. Vertical Support: Steel riser clamp.
 - 4. Floor Support for Pipe Sizes to 4 Inches and All Cold Pipe Sizes: Cast iron adjustable pipe saddle, locknut nipple, floor flange or steel support.
 - 5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated with felt isolation pad or all copper ring or swivel.

2.04 SLEEVES

- A. Sleeves for Pipes Through Non-fire Rated Floors: Form with 22 gauge up to 3" diameter.
- B. Sleeves for Pipes Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Form with steel pipe or 22 gauge up to 3" diameter.
- C. Sleeves for Pipes Through Fire Rated and Fire Resistive Floors and Walls, and Fireproofing: Prefabricated fire rated sleeves including seals, UL listed caulking system.
- D. Fire Stopping Insulation: Mineral fiber type, non- combustible.
- E. Caulk: Fire stop sealant in compliance with ASTM E814, UL 1479 and Division 07.

PART 3 EXECUTION

3.01 DRAWINGS

- A. The drawings are partly diagrammatic, not necessarily showing all offsets or exact locations of piping and ducts, unless specifically dimensioned. The contractor shall provide all materials and labor necessary for a complete and operable system. Complete details of the building which affect the mechanical installation may not be shown. For additional details, see Architectural Drawings. Coordinate work under this section with that of all related trades.

3.02 INSTALLATION

- A. All work shall comply with the latest adopted applicable codes and ordinances including, but not limited to, the IMC, IBC, NEC, NFPA, IECC, and IFC Standards; all local and state amendments to all codes and standards.
- B. Obtain and pay for all inspection fees, connection charges and permits as a part of the Contract.
- C. Compliance with codes and ordinances shall be at the Contractor's expense.
- D. Install in accordance with manufacturer's instructions.

3.03 MEASUREMENTS

- A. Verify all measurements on the job site.
- B. Locate all equipment on the centers of walls, openings, spaces, etc., unless specified otherwise.
- C. Check all piping, ducts, etc. to clear openings.
- D. Rough-in dimensions shall be per manufacturer's recommendations and in compliance with current ADA and ANSI 117.1 standards.

3.04 SYSTEM ADJUSTING

- A. Balance water systems for as indicated on plans. Balancing shall be done by a qualified firm acceptable to the Architect. Provide balancing log to the Architect before substantial completion.

3.05 CUTTING, FITTING, REPAIRING, PATCHING AND FINISHING

- A. Arrange and pay for all cutting, fitting, repairing, patching and finishing of work by other trades where it is necessary to disturb such work to permit installation of mechanical work. Perform work only with craftsmen skilled in their respective trades.
- B. Avoid cutting, insofar as possible, by setting sleeves, frames, etc. and by requesting openings in advance. Assist other trades in securing correct location and placement of rough-frames, sleeves, openings, etc. for ducts and piping.
- C. Cut all holes neatly and as small as possible to admit work. Include cutting where sleeves or openings have been omitted. Perform cutting in a manner so as not to weaken walls, partitions or floors. Drill holes required to be cut in floors without breaking out around holes.

3.06 PAINTING

- A. Perform all of the following painting in accordance with provisions of Division 09 with colors as selected by the Architect. Provide the following items as a part of mechanical work:
 - 1. Pipe identification where specified.

3.07 IDENTIFICATION

- A. Ensure all existing valves are tagged or tag all valves with heat resistant laminated plastic labels or brass tags engraved with readily legible letters. Securely fasten to the valve stem or bonnet with beaded chain. Provide a framed, typewritten directory under glass, and installed where directed. Provide complete record drawings that show all valves with their appropriate label. Seton 250-BL-G, or 2961.20-G, 2" round or equal.

3.08 SLEEVES

- A. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- B. Set sleeves in position in construction. Provide reinforcing around sleeves.
- C. Extend sleeves through floors one inch above finished floor level. Caulk sleeves full depth and provide floor plate.
- D. Where piping penetrates floor, ceiling, or wall, install sleeve, close off space between pipe and adjacent work with fire stopping insulation and caulk seal. Use fire rated caulking where fire rated walls are penetrated. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

- E. Install chrome plated steel escutcheons at finished surfaces.

END OF SECTION

SECTION 23 05 05
SELECTIVE DEMOLITION FOR HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work specified in this Section includes the demolition, removal, and disposition of certain mechanical work.
- B. Drawings, the provisions of the Agreement, and Administrative Specification Sections apply to all work of this Section.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work.
- B. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of conditions as satisfactory.

3.02 DEMOLITION, REMOVAL AND DISPOSITION

- A. Saw-cut concrete as shown or required.
- B. Piping To Be Removed: Remove all piping as indicated on the Drawings.
- C. Re-use Of Materials: Only where indicated on Drawings.
- D. Protect any active piping and/or wiring encountered; remove, plug or cap utilities to be abandoned. Notify the Architect of utilities encountered whose service is not known.
- E. Debris Removal: Existing materials removed and not reinstalled or turned over to the Owner shall be immediately removed from the site and disposed of by the Contractor.
- F. Repairs: Any portion of the facility damaged, cut back or made inoperable by this Contractor shall be repaired with similar materials as the existing structure and/or damaged item as instructed by the Architect.

END OF SECTION

**SECTION 23 07 00
HVAC INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping Insulation.

1.02 RELATED WORK

- A. Division 09 - Painting.
- B. Section 23 05 00 - Common Work Results for HVAC Systems.
- C. Section 23 21 13 - Hydronic Piping.
- D. Section 23 21 16 - Hydronic Specialties.

1.03 REFERENCES

- A. ASTM B209 - Aluminum and Aluminum-alloy Sheet and Plate.
- B. ASTM C195 - Mineral Fiber Thermal Insulating Cement.
- C. ASTM C450 - Standard Practice for Fabrication of Thermal Insulating Fitting Covers for NPS Piping, and Vessel Lagging.
- D. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- E. ANSI/ASTM C533 - Calcium Silicate Block and Pipe Thermal Insulation.
- F. ANSI/ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
- G. ANSI/ASTM C547 - Mineral Fiber Pipe Insulation (Preformed).
- H. ANSI/ASTM C552 - Cellular Glass Thermal Insulation.
- I. ANSI/ASTM C553 - Mineral Fiber Blanket Insulation.
- J. ANSI/ASTM C578 - Preformed, Block Type Cellular Polystyrene Thermal Insulation.
- K. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).
- L. ASTM C612 - Mineral Fiber Block and Board Thermal Insulation.
- M. ASTM C449 - Mineral Fiber Hydraulic-setting Thermal Insulating and Finishing Cement.
- N. ASTM C610 - Expanded Perlite Block and Pipe Thermal Insulation.
- O. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material).
- P. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
- Q. ASTM C1427 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
- R. ASTM D774 - Standard Test Method for Bursting Strength of Paper.
- S. ASTM D1000 - Standard Test Methods for Pressure-Sensitive Adhesive-Coated Tapes Used for Electrical and Electronic Applications.
- T. ASTM E84 - Surface Burning Characteristics of Building Materials.
- U. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
- V. UL 723 - Surface Burning Characteristics of Building Materials.

1.04 SUBMITTALS

- A. Submit product data under provisions of Division 01.
- B. Include product description, thickness for each service, and locations.
- C. Submit manufacturer's installation instructions.

1.05 QUALITY ASSURANCE

- A. Applicator: Company specializing in piping insulation application with three years minimum experience.
- B. Pipe insulation manufactured in accordance with ASTM C585 for inner and outer diameters.
- C. Materials: Flame spread/smoke developed rating of 25/50 in accordance with UL 723, ASTM E84, or NFPA 255.
- D. Factory fabricated fitting covers manufactured in accordance with ASTM C450.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Division 01 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Shipment of materials from manufacturer to installation location shall be in weather tight transportation.
- D. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesive, mastics, and insulation cements.

1.08 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.09 WARRANTY

- A. Division 01 - Execution and Closeout Requirements: Product warranties and product bonds.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Armacell.
- B. Certain-Teed.
- C. IMCOA.
- D. Johns Manville.
- E. Knauf.
- F. Owens-Corning.
- G. Manson.
- H. Nomaco.
- I. Pittsburgh - Corning.
- J. K-Flex USA.
- K. Armstrong.
- L. Substitutions: Under provisions of Division 01.

2.02 INSULATION - PIPING

- A. Type A: Glass fiber, rigid, molded, non-combustible insulation; ANSI/ASTM C547; 'k' value of 0.23 at 75° F, rated from 0° F to 850° F, vapor retarder jacket of Kraft paper bonded to aluminum foil, self-sealing lap and butt strips; Johns Manville "Micro-Lok" or approved equal.
- B. Type E: Elastomeric foam; EPDM-based closed-cell flexible foam, ASTM C534; flexible cellular elastomeric in sheet or pre-formed tube, 'k' value of 0.26 at 75° F, max. service temp - 300° F, ASTM C534; max. flame spread = 50, max. smoke developed = 50, ASTM E84; UV-resistant coating/jacketing if exposed to sunlight; K-FLEX USA "Insul-Tube", "Insul-Sheet", or approved equal.

2.03 INSULATION ACCESSORIES

- A. Adhesives: Waterproof and fire-retardant type.
- B. Lagging Adhesive: Fire resistive to NFPA 255.
- C. Impale Anchors: Galvanized steel, 12 gauge, self-adhesive pad.
- D. Joint Tape: Glass fiber cloth, open mesh.
- E. FSK Joint Tape; ASTM C1136 Foil-Scrim-Kraft (FSK) lamination coated with solvent acrylic pressure sensitive adhesive; capable of adhering to fibrous and sheet metal surfaces; tri-directionally reinforced 2x3 squares per inch fiberglass scrim; 9.5 mils thick, -40 to 240° F service temperatures; Venture Tape "1525CW" or approved equal.
- F. Tie Wire: Annealed steel, 16 gauge.
- G. Insulated pipe supports: Calcium silicate with galvanized steel jacket (min. 24 gauge); ANSI/ASTM C533; rigid white; 'k' value of 0.37 at 100° F, rated to 1,200° F; Thermal Pipe Shields "T-1000 Calsil" or equal.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install materials after piping has been tested and approved.
- B. Clean surfaces for adhesives.
- C. Prepare surfaces in accordance with manufacturer's recommendations.

3.02 INSTALLATION – PIPING INSULATION

- A. Install materials in accordance with manufacturer's recommendations, building codes and industry standards.
- B. Continue insulation vapor barrier through penetrations except where prohibited by code.
- C. Locate insulation and cover seams in least visible locations.
- D. Neatly finish insulation at supports, protrusions, and interruptions.
- E. For insulated pipes conveying fluids above ambient temperature, secure jackets with self-sealing lap or outward clinched, expanded staples. Bevel and seal ends of insulation at equipment, flanges, and unions. Insulate complete system, including under fitting jackets.
- F. Jackets:
 - 1. Indoor, Concealed Applications: Insulated pipes shall have vapor barrier jackets, factory-applied. Vapor barrier PVC fittings may also be used provided joints are sealed with solvent welding adhesive approved by the jacket manufacturer.
 - 2. For pipe exposed in mechanical equipment rooms or in finished spaces below 10 feet above finished floor, finish with PVC jacket and fitting covers or metal jacket.

3.03 SCHEDULE – PIPING

PIPING	TYPE	PIPE SIZE	MINIMUM INSULATION THICKNESS
Heating Glycol/Water Supply and Return *** 141 - 200 deg. F ***	A, E	1-1/4" and Smaller	1" [1-1/2" for IECC]

END OF SECTION

**SECTION 23 09 00
INSTRUMENTATION AND CONTROL FOR HVAC**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control Valves.
- B. Thermostats.

1.02 REFERENCES

- A. American Society of Mechanical Engineers:
 - 1. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- B. ASTM International:
 - 1. ASTM B32 - Standard Specification for Solder Metal.
 - 2. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
 - 3. ASTM D1693 - Standard Test Method for Environmental Stress-Cracking of Ethylene Plastics.
- C. National Electrical Manufacturers Association:
 - 1. NEMA DC 3 - Residential Controls - Electrical Wall Mounted Room Thermostats.
- D. National Fire Protection Association:
 - 1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.03 SUBMITTALS

- A. Submit shop drawings under provisions of Division 01.
- B. Submit product data under provisions of Division 01.
- C. Product Data: Include list which indicates use, operating range, total range and location for manufactured components.
- D. Submit manufacturer's installation instructions under provisions of Division 01.

1.04 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Division 01.
- B. Accurately record actual locations of instrumentation.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not install instrumentation when areas are under construction, except for required rough-in, taps, supports and test plugs.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS - INSTRUMENTATION

- A. Trerice.
- B. Weiss.
- C. Dwyer.
- D. Substitutions: Under provisions of Section Division 01.

2.02 ACCEPTABLE MANUFACTURERS – THERMOSTATS AND CONTROL VALVES

- A. Honeywell.
- B. Siemens.
- C. Johnson.
- D. Belimo.
- E. Substitutions: Under provisions of Section Division 01.

2.03 LOW VOLTAGE THERMOSTATS

- A. Digital 24 vac voltage thermostat: 7 day programming, digital display, menu-drive, precise temperature control (+/-1 degree F), battery backup, 40 F to 85 F set point range, hardwired power.

2.04 CONTROL VALVES

- A. Forged brass body, stainless steel base plate and bearing plate, chrome plated brass stem, paddle and stem seal assembly compatible with heating system fluid, fully rated for 300 PSIG, 200 deg F fluid temperature, 30 psi close off. Powerhead replaceable without removal of valve body from system. Powerhead secured to valve body with machine screws and sealed with O ring.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Reinstall existing control valves and thermostats, if existing valves/thermostats is broken or missing provide new per this section.
- C. Provide proper grounding of all control wiring.

3.02 POWER AND INTERFACE CONNECTIONS

- A. Coordinate fully with other Divisions of this specification to provide all necessary power connections and interface connections for a complete and fully operable control system.
- B. Electric wiring and wiring connection required for the installation of the control system as herein specified shall be provided by the Controls Contractor.
- C. Low voltage wiring shall be physically protected and installed in raceways.
- D. All wiring shall comply with the requirements of local and national electrical codes and with Division 26.
- E. All wiring and conduit shall be installed by qualified personnel with electrical certificate of fitness.

3.03 WARRANTY

- A. Upon completion of the project, as defined either by acceptance of the building by the Owner or use of the equipment by the Owner for its intended purposes - whichever occurs first, a warranty period of one (1) year shall commence. The warranty shall consist of a commitment by the controls contractor to provide, at no cost to the Owner, parts and labor as required to repair or replace such parts of the control system that prove inoperative due to defective materials or installation practices. This warranty expressly excludes routine service, such as instrument calibration.

END OF SECTION

**SECTION 23 21 13
HYDRONIC PIPING**

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Pipe and Pipe Fittings.
- B. Valves.
- C. Heating Water Piping System.

1.02 RELATED WORK

- A. Section 23 05 00 - Common Work Results for HVAC.
- B. Section 23 07 00 - HVAC Insulation.
- C. Section 23 21 16 - Hydronic Piping Specialties.

1.03 REGULATORY REQUIREMENTS

- A. Conform to ANSI/ASME B31.9.

1.04 QUALITY ASSURANCE

- A. Valves: Manufacturer's name and pressure rating marked on valve body.

1.05 SUBMITTALS

- A. Submit product data under provisions of Division 01.
- B. Include data on pipe materials, pipe fittings, valves, and accessories.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Division 01.
- B. Store and protect products under provisions of Division 01.
- C. Deliver and store valves in shipping containers with labeling in place.

PART 2 PRODUCTS

2.01 HEATING WATER

- A. Copper Tubing: ASTM B88, Type L, hard drawn.
 - 1. Fittings: ANSI/ASME B16.18 Cast Copper Alloy Solder Joint Pressure Fittings or ANSI/ASME B16.22 Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
 - 2. Joints: ASTM B32, solder, Grade 95TA or ANSI/AWS A5.8, BCuP silver braze; Flux: ASTM B813.
 - 3. Press Fittings: Viega ProPress Fittings are allowed. Sealing elements for press fittings shall be EPDM. Sealing elements shall be factory installed or an alternative supplied by fitting manufacturer. Press end shall have Smart Connect feature design leakage path. Smart Connect™ (SC Feature) In ProPress ½" to 4" dimensions the Smart Connect Feature assures leakage of liquids and/or gases from inside the system past the sealing element of an un-pressed connection. The function of this feature is to provide the installer quick and easy identification of connections which have not been pressed prior to putting the system into operation.

2.02 FLANGES, UNIONS, AND COUPLINGS

- A. Pipe Size 2 Inches and Under: 150 psig malleable iron unions for threaded ferrous piping; bronze unions for copper pipe, soldered joints.

2.03 GATE VALVES

- A. Gate valves will not be permitted. Use ball or butterfly valves for isolation.

2.04 GLOBE VALVES

- A. Globe valves will not be permitted. Use ball or butterfly valves for throttling.

2.05 ACCEPTABLE MANUFACTURERS - ALL VALVE TYPES

- A. Apollo.
- B. Crane.
- C. FNW.
- D. Hammond.
- E. Milwaukee.
- F. NIBCO.
- G. Red-White Valve Corp.
- H. Substitutions: Under provisions of Division 01.

2.06 BALL VALVES

- A. Up to 2 Inches: 600 PSI CWP Bronze two piece body, full port, forged brass, chrome plated ball, Teflon seats and stuffing box ring, lever handle and balancing stops, solder or threaded ends.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare piping connections to equipment with flanges or unions.
- D. After completion, fill, clean, and treat systems.

3.02 INSTALLATION

- A. Route piping in orderly manner, plumb and parallel to building structure, and maintain gradient.
- B. Install piping to conserve building space, and not interfere with use of space and other work.
- C. Group piping whenever practical at common elevations.
- D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 23 05 16.
- E. Provide clearance for installation of insulation, and access to valves and fittings.
- F. Provide access where valves and fittings are not exposed.
- G. Prepare pipe, fittings, supports, and accessories for finish painting. Refer to Division 09.
- H. Install valves with stems upright or horizontal, not inverted. Provide new if existing valves are broken or missing.
- I. Support all piping in accordance with International Mechanical Code and Manufacturer installation instructions. Where there is a conflict between requirements of the Mechanical Code and Manufacturer installation instructions, the more restrictive requirement shall apply.

3.03 APPLICATION

- A. Install unions downstream of valves.
- B. Install brass male adapters each side of valves in copper piped system. Sweat solder adapters to pipe.

- C. Install ball valves for shut-off and part of systems, or vertical risers.

END OF SECTION

**SECTION 23 21 16
HYDRONIC SPECIALTIES**

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Balance Valves.
- B. Flow Control Valves.

1.02 RELATED WORK

- A. Section 23 05 00 - Common Work Results for HVAC.

1.03 QUALITY ASSURANCE

- A. Manufacturer: For each product specified, provide components by same manufacturer throughout.

1.04 SUBMITTALS

- A. Submit product data under provisions of Division 01 and Section 23 05 00.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Division 01.
- B. Store and protect products under provisions of Division 01.

PART 2 PRODUCTS

2.01 AIR VENTS

- A. Manual Type: Disk type vent with built-in check valve for manual or automatic operation, discs replaceable without draining system, 1/8 inch shank, rated at 50 psi; Hoffman No. 508 or equal.

2.02 ACCEPTABLE MANUFACTURERS - BALANCE VALVES

- A. Armstrong.
- B. Taco.
- C. Bell & Gossett.
- D. Substitutions: Under provisions of Division 01.

2.03 BALANCE VALVES

- A. Angle or straight pattern, inside screw globe valve for 125 psig working pressure, with bronze body and integral union for screwed connections, renewable composition disc, plastic wheel handle for shut-off service, and lockshield key cap [and set screw memory bonnet] for balancing service.

PART 3 EXECUTION

3.01 INSTALLATION AND APPLICATION

- A. Install specialties in accordance with manufacturer's instructions to permit intended performance.
- B. Provide manual air vents at system high points and as indicated if existing valves are broken or missing.
- C. Provide balancing valves on water outlet from terminal heating units if existing valves are broken or missing.

3.02 AIR VENT APPLICATION SCHEDULE

Location	Type
Terminal heating units, mains below	Manual
Terminal heating units, mains above	None

Note: For terminal heating units, mains above unit, install branch piping connections at bottom of mains or 45° from bottom to allow air migration to mains.

END OF SECTION

HAZARDOUS MATERIALS ASSESSMENT

**CITY OF VALDEZ,
LIBRARY EXTERIOR WINDOW REPLACEMENT**

VALDEZ, ALASKA

**Surveyed
April 23, 2021,
August 10, 2021**

**Report Date
August 26, 2021**

EHS, ALASKA, INC.
ENGINEERING, HEALTH & SAFETY CONSULTANTS
11901 BUSINESS BLVD., SUITE 208
EAGLE RIVER, ALASKA 99577-7701

**HAZARDOUS MATERIALS ASSESSMENT
CITY OF VALDEZ, LIBRARY EXTERIOR WINDOW REPLACEMENT
VALDEZ, ALASKA**

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Appendix A	Asbestos Bulk Field Survey Data Sheets and Lab Reports
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**HAZARDOUS MATERIALS ASSESSMENT
CITY OF VALDEZ, LIBRARY EXTERIOR WINDOW REPLACEMENT
VALDEZ, ALASKA**

OVERVIEW

The Valdez Consortium Library (herein referred to as “Library”), located in Valdez, Alaska, was partially surveyed for the presence of asbestos-containing materials (ACM), and other potentially hazardous materials as a part of the design services for the Library Exterior Window Replacement Project at the building for the City of Valdez. The survey also provided a “good faith” inspection for hazardous materials that may be disturbed during the construction. The proposed work includes the disturbance, demolition, removal and disposal of lead-containing paints and/or lead-containing materials that is incidental to the renovation and remodeling project. Mr. Robert A. French, P.E. of EHS-Alaska, Inc. (EHS-Alaska) conducted the inspection in August 2021, with previous sampling in the building conducted by Mr. Martin K. Schwan and Brandon W. Hill in April 2021. It will be the contractor’s responsibility to take this baseline data, and to conduct hazardous materials removal in compliance with all regulatory requirements.

A. GENERALIZED REQUIREMENTS FOR HAZARDOUS MATERIALS

Potentially hazardous materials have been identified in the Library that will be affected by the proposed renovations. Those materials include asbestos and lead. Not all materials were tested for potentially hazardous components, other potentially hazardous materials, including those exterior to the building, such as contamination from underground fuel tanks may be present, but are not part of this report.

Buildings or portions of buildings that were constructed prior to 1978 which are residences, or contain day care facilities, kindergarten classes or other activities frequently visited by children under 6 years of age are classified as *child occupied facilities*. All work which is NOT classified as “minor repair and maintenance activities” (as defined by the regulations), that takes place in the “*child occupied*” portions of facilities must comply with the requirements of 40 CFR 745. Portions of this building are assumed to be classified as a *child occupied facility* and it is the Contractor’s responsibility to ensure the requirements of 40 CFR 745 are met. See lead testing results for locations of lead-based paints present in the project areas.

Only the materials that will be directly affected by this project are required to be removed. It is the Contractor’s responsibility to take this baseline data to coordinate and fully develop a hazardous materials removal design that will identify the presence, locations and quantities of asbestos and/or other hazardous materials that will be affected by this project. The removal and disposal of potentially hazardous materials are highly regulated, and it is anticipated that removal and disposal of asbestos, lead and chemical hazards will be conducted by a subcontractor to the general contractor who is qualified for such removal. It is anticipated that the general contractor and other trades will be able to conduct their work using engineering controls and work practices to control worker exposure and to keep airborne contaminants out of occupied areas of the building.

Settled and concealed dusts in areas not subject to routine cleaning are present throughout the building, including the roof, and inside and on top of architectural, mechanical, electrical, and structural elements, and those dusts are assumed to contain regulated air contaminants. This should not be read to imply that there is an existing hazard to building occupants (normal occupants of the building as opposed to construction workers working in the affected areas). However, depending on the specific work items involved and on the means and methods employed when working in the affected areas, construction workers could be exposed to regulated air contaminants from those dusts in excess of the OSHA Permissible Exposure Limits (PELs).

The settled and concealed dusts were examined by an EPA Certified Building Inspector but were not sampled. The inspector determined that the dusts are not “asbestos debris” from an asbestos-containing

building material (ACBM). Based on similar sampling from similar buildings, the inspector also determined that the dusts are unlikely to contain more than one percent (1%) asbestos by weight, and therefore are not an asbestos-containing material (ACM). Reference 40 CFR 763.83.

“Awareness training” (typically 2 hours) and possibly respiratory protection will be required for all Contractor Personnel who will be disturbing the dusts. The extent of the training and protective measures will depend upon the airborne concentrations measured during air monitoring of the contractors work force, which depends on the means and methods employed to control the dusts. The air monitoring may be discontinued following a “negative exposure assessment” showing that worker exposures are below the OSHA permissible exposure limits for the type of work and means and methods employed. Previous air monitoring from similar jobs with similar conditions may be used as historical data to establish a “negative exposure assessment”.

B. BUILDING DESCRIPTION

The Library was originally constructed in 1978 based on “as-built” documentation provided to EHS-Alaska. Many interior partitions in the basement were labeled as “future” construction, however, no documentation was provided to EHS-Alaska showing when that “future” construction occurred. A sketch from June 1985 did not show any of the “future construction” in the basement as being present at that time, however, it is unknown if that sketch accurately portrayed the existing conditions at that time.

The only portions of the Library surveyed during the August 2021 inspections for this project, and a separate unrelated project, included the basement Mechanical Room and adjacent storage room, the basement Elevator Machine Room and adjacent storage room, the hallway and open area outside of the basement restrooms, and the interior and exterior sides of first floor exterior window and doors. EHS-Alaska had previously performed inspections in April 2021 which included the basement restrooms, first floor restrooms, and an adjacent first floor storage room and janitor room. The following descriptions are based on those areas and may not be representative of other areas of the building.

The basement restrooms had a raised floor system with concrete “pavers” finished with a self-coving sheet vinyl, and had “Marlite” wall panels, and lay-in ceilings. Other areas of the basement had raised floors with carpet or no finish, except for the Mechanical Room and “boiler room” which did not have a raised floor. The Mechanical and “boiler” rooms had a bare concrete floor which was at a lower elevation than the raised floor found elsewhere in the basement. Walls throughout the remainder of the basement were typically finished with gypsum wall board, and ceilings typically had lay-in tiles with concrete above. The Mechanical and “boiler” rooms and adjacent storage room had concrete ceilings.

First floor restrooms had ceramic floor tile, ceramic wall tile, and lay-in ceilings. The adjacent storage room and janitor room had sheet vinyl floors, gypsum board walls, and lay-in ceilings. Entrances and adjacent areas to these rooms typically had carpet floors, gypsum board walls, and lay-in ceilings.

The Library spaces were typically finished with carpeted floors, gypsum wall board walls, gypsum wall board ceilings or lay-in ceiling tiles. The areas around the windows were of gypsum wall board with wood trim.

The exterior of the building had pre-cast concrete panels with an “aggregate” appearance, and cement asbestos board soffits were found above most exterior doors and windows.

Based on “as-built” documentation, the building has a concrete slab-on-grade foundation with reinforced pre-cast concrete perimeter wall panels and concrete footings. The interior partitions were typically of wood framed construction, and various structural steel members were also present. The roof was typically of built-up construction, and smaller areas of metal roofing were shown in some areas. Heating was provided by baseboard heating, unit heaters, and heating coils inside of ductwork. Ventilation was provided by various air handling units.

C. SAMPLING AND ANALYSIS

1. Asbestos-Containing Materials

The survey included sampling of suspect ACM materials that had not been sampled in prior asbestos surveys, or samples of materials where previous sampling had been inconsistent. The design has relied partially on previous sampling conducted in other areas of the building, but which were constructed at the same time as the renovation area. Previous sampling was conducted in the Library by ATC Group Services in 2017 and 2019, and that data is included herein, and as Appendix D. Additional testing of materials pertinent to the project, including asbestos and lead was conducted and is included in this report.

The samples were analyzed for the presence of asbestos using polarized light microscopy (PLM), analysis, as recommended by EPA, to determine the composition of suspected ACMs (EPA method 600/M4-82-020). Only materials containing more than 1% total asbestos were classified as “asbestos-containing” based on EPA and OSHA criteria. Samples analyzed to have less than 10% asbestos were “point-counted” by the laboratory for more accuracy. Samples listed as having a “Trace by Point Count” had asbestos fibers found in the material, but the fibers were not present at the counting grids. Table 1 in Part D below contains a summary list of the asbestos bulk samples and the applicable results.

The Bulk Asbestos samples were analyzed for asbestos content by International Asbestos Testing Laboratories (IATL), Mt. Laurel, New Jersey a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

EPA regulations under 40 CFR 763 require the use of PLM to determine whether or not a material contains asbestos. While PLM analysis does a good job for most materials, it does have some limitations. Fibers may be undetectable if their small size prevents visibility under a standard optical microscope, or if they are bound in an organic matrix to the point that the fibers are obscured. At the discretion of the building inspector and the client, some types of samples may be analyzed or re-analyzed by what is called Transmission Electron Microscopy for Non-Friable Organically Bound (TEM NOB) materials. TEM NOB is the definitive method for determining if asbestos is present, but TEM NOB use is not required by the EPA. TEM NOB analysis was not done for this project.

Field survey data sheets and laboratory reports of the bulk samples are included in Appendix A. Drawings showing sample locations are included as Appendix C.

2. Lead-Containing Materials

Nearly all surfaces in the building were coated with paint and most surfaces had been repainted. EHS-Alaska previously tested paints in the building using a Heuresis Pb200i X-Ray Fluorescence (XRF) lead paint analyzer (Serial # 1770 with software version 4.0-21). The lead testing conducted was not a Lead-Based Paint Inspection or Screening as defined by Department of Housing and Urban Development (HUD) or EPA regulations, but was done to test surfaces that may be representative of those likely to be affected by this project. If surfaces and materials other than those tested are identified, the Contractor shall test and treat appropriately. Refer to the Lead Analyzer Test Results Table in Appendix B that identifies the surfaces tested, and the results. All surfaces affected by this project may not have been tested and therefore additional sampling may be required to refute the presence of lead-based paints in child occupied facilities regulated by 40 CFR 745. The Lead Test Locations are shown in Appendix C.

EPA and HUD have defined lead-based paint as any paint or other surface coating that contains lead equal to or in excess of 1.0 milligram per square centimeter (mg/cm²) or 0.5 percent by weight. XRF results are classified as positive (lead is present at 1.0 mg/cm² or greater), negative (less than 1.0 mg/cm² of lead was present) or inconclusive (the XRF could not make a conclusive positive or negative determination). Tests that were invalid due to operator error are shown as void tests.

A Performance Characteristic Sheet (PCS) for the Heuresis Pb200i is available upon request. This PCS data provides supplemental information to be used in conjunction with Chapter 7 of the “HUD Guidelines”. Performance parameters provided in the PCS are applicable when operating the instrument using the manufacturer’s instructions and the procedures described in Chapter 7 of the “HUD Guidelines”. The instrument was operated in accordance with manufacturer’s instructions and Chapter 7 of the HUD Guidelines. No substrate correction is required for this instrument. There is no inconclusive classification for this instrument when using the 1.0 mg/cm² threshold.

D. SURVEY RESULTS

1. Asbestos-Containing Materials

The following Table 1A lists the samples taken in August 2021 in the basement, first floor, and exterior areas and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix C for sample locations.

TABLE 1A

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
VCL0821-A01	Black, brittle mastic	Mastic to raised floor pedestal. Basement, at Storage/HVAC room outside Mech Room. Photo 25	None Detected
VCL0821-A02	Clear yellow sealant	Sealant between joints of raised flooring. Basement, at Storage/HVAC room outside Mech Room. Photo 33 & 34	None Detected
VCL0821-A03	Black, brittle mastic	Mastic to raised floor pedestal. Basement, at Storage/HVAC room outside Mech Room. Photo 33	None Detected
VCL0821-A04	Cementitious leveling compound, or squeeze out of concrete step.	Leveling compound under raised floor. Basement, at Storage/HVAC room outside Mech Room. Photo 41 & 422	None Detected
VCL0821-A05	Tan, pliable mastic	Mastic to raised floor pedestal. Basement main open area, East side through floor grill. Photo 47	None Detected
VCL0821-A06	Tan, pliable mastic	Mastic to raised floor pedestal. Basement main open area, East side through floor grill. Photo 48	None Detected
VCL0821-A07	Black rubber membrane	At exterior wall below floor. Basement main open area, East side through floor grill. Photo 45 & 46	None Detected
VCL0821-A08	Brown mastic, or sealant	Basement under threshold to Men’s BR. Along joint of raised floor. Photo 53	None Detected
VCL0821-A09	Black, brittle mastic	Mastic to raised floor pedestal. Basement, through floor grill in Storage. Photo 55	None Detected

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
VCL0821-A10	Black, brittle mastic (lab also found a brown mastic layer)	Mastic to raised floor pedestal. Basement, through floor grill in Elevator Machine Room. Photo 66	None Detected Two Layers.
VCL0821-A11	Black rubber membrane	At exterior wall below floor. Basement, through floor grill in Elevator Machine Room. Photo 64	None Detected
VCL0821-A12	Joint compound (and bits of gwb paper) (lab stated that there was insufficient GWB to analyze)	Basement Elevator Machine Room at SE corner. Photo 63	None Detected
VCL0821-A13	Gypsum wall board and paper	Basement Elevator Machine Room by elevator machine control box. Photo 63	None Detected
VCL0821-A14	Gypsum wall board, joint compound, texture	Main floor. Above windows at N side in Children's reading area. Rm 115. Photo 91	None Detected
VCL0821-A15	Gypsum wall board, joint compound, texture	Main floor. At Outlet in Children's reading area. Rm 115. Photo 92	None Detected Two Layers.
VCL0821-A16	Cement Soffit panel	Exterior, at main entry. East corner of triangular portion. Photo 99	2.7% chrysotile
VCL0821-A17	Rubber seal (pre-manufactured?) at window glazing	Exterior at tall slim window at corner of Adult reading area, 113. Photo 110	None Detected
VCL0821-A18	White pliable sealant at window frame	Exterior at tall slim window at corner of Adult reading area, 113. Photo 110	None Detected
VCL0821-A19	Rubber seal (pre-manufactured?) at window glazing	Exterior, South side windows of Work Room 105. Photo 119	None Detected
VCL0821-A20	White pliable sealant at window frame	Exterior, South side windows of Work Room 105. Photo 118	None Detected
VCL0821-A21	Cement Soffit panel	Exterior, outside west side windows in Children's Stacks, 114. Photo 124	15% chrysotile
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following Table 1B lists the samples taken in April 2021 in the basement and first floor restroom areas and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix C for sample locations.

TABLE 1B

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
VCL0421-A01	Beige micro pebble sheet vinyl, with tan mastic, semi-clear sealant	Basement Women's Restroom: Under threshold on concrete. Photo CP-M-075821	None Detected Three Layers
VCL0421-A02	Tan gypsum wallboard, white joint compound, brown marlite mastic, rust-colored mastic	Basement Women's Restroom: West wall behind stainless steel cover plate, on GWB greenboard. Photo CP-M-080558	None Detected Four Layers
VCL0421-A03	Lay-in ceiling tile (LCT1): 2'x4' straight sided ceiling tile with east to west aligned fissures to 2" long and high density 1/16" holes	Basement Women's Restroom: Ceiling above vanity. Photo CP-M-081544	None Detected
VCL0421-A04	White joint compound	Basement Women's Restroom: Above suspended ceiling, NE corner of north wall, on GWB on concrete. Photo CP-M-082153	None Detected
VCL0421-A05	White sealant, pliable	Basement Women's Restroom: Underside of right sink between sink and Formica covered plywood countertop. Photo CP-M-082722	None Detected
VCL0421-A06	White sealant, pliable	Basement Women's Restroom: On seam between the peach Marlite and the Formica countertop. Photo CP-M-083037	None Detected
VCL0421-A07	Beige micro pebble sheet vinyl flooring (SV-1): pebbles to 3/8" in cream, rust, dark and light brown with thin grayish backing, tan mastic	Basement Men's Restroom: under threshold on concrete – Photo CP-M-083226	None Detected Two Layers
VCL0421-A08	Peach marlite; medium brown mastic	Basement Men's Restroom: Behind stainless steel cover plate to the left of the baby changing station on the east wall. Photo CP-M-083416	None Detected Two Layers
VCL0421-A09	Tan gypsum wallboard	Basement Men's Restroom: Behind stainless steel cover plate to the left of the baby changing station on the east wall. Photo CP-M-083416	None Detected
VCL0421-A10	White sealant, pliable	Basement Men's Restroom: Underside of right sink between sink and Formica covered plywood countertop. Photo CP-M-083617	None Detected

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
VCL0421-A11	Lay-in ceiling tile (LCT1): 2'x4' straight sided ceiling tile with east to west aligned fissures to 2" long and high density 1/16" holes	Basement Men's Restroom: Ceiling above vanity. Photo CP-M-083537	None Detected
VCL0421-A12	Lay-in ceiling tile (LCT2): 2'x4' ceiling tile with east to west aligned fissures to 2" long and medium density 1/16" holes	Basement Men's Restroom: Ceiling above vanity. Photo CP-M-083529	None Detected
VCL0421-A13	White sealant, pliable	Basement Men's Restroom: On seam between the peach Marlite and the Formica countertop. Photo CP-M-083756	None Detected
VCL0421-A14	White grout, tan gypsum wallboard, brown mastic, yellow 4"x4" ceramic tile	First floor Women's Restroom: On north wall behind stainless steel cover plate. Photo CP-M-085545	None Detected Four Layers
VCL0421-A15	Grey sealant, pliable	First floor Women's Restroom: At base of north wall between ceramic floor tile and ceramic wall tile. Photo CP-M-085700	None Detected
VCL0421-A16	White sealant, semi-pliable	First floor Women's Restroom: On seam between Formica countertop and ceramic wall tile. Photo CP-M-085952	None Detected
VCL0421-A17	White joint compound	First floor Women's Restroom: Above suspended ceiling, south wall, on GWB. Photo CP-M-091720	None Detected
VCL0421-A18	Gray-green ceiling grid mastic	First floor Women's Restroom: Between ceiling grid and ceramic wall tile. Photo CP-M-091925	1.3% Chrysotile
VCL0421-A19	Lay-in ceiling tile (LCT4): False 2'x2' ceiling tile with small random fissures and 1/16" holes	First floor Women's Restroom: Ceiling. Photo CP-M-091646	None Detected
VCL0421-A20	White sealant, pliable	First floor Women's Restroom: Seam between toilet and ceramic wall tile. Photo CP-M-091511	None Detected
VCL0421-A21	White sealant, pliable	First floor janitor's closet: At seam between metal doorframe and painted gypsum wallboard. Photo CP-M-092510	None Detected
VCL0421-A22	White gypsum wallboard, white joint compound	First floor janitor's closet: At SW corner above suspended ceiling. Photo CP-M-093248	None Detected Two Layers

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
VCL0421-A23	Lay-in ceiling tile (LCT4): False 2'x2' ceiling tile with small random fissures and 1/16" holes	First floor janitor's closet: Ceiling. Photo CP-M-093258	None Detected
VCL0421-A24	Beige pebble sheet vinyl flooring (SV-2): pebbles from 3/8" to 1/2" in cream, rust, dark and light brown with thin grayish backing (no apparent mastic)	First floor janitor's closet: On concrete floor behind door at base of north wall. Photo CP-M-093323	30% Chrysotile
VCL0421-A25	Off-white joint compound	First floor janitor's closet: At corner on top of metal nose to the right of the utility sink. Photo CP-M-093547	None Detected
VCL0421-A26	Brown cove base mastic, white gypsum wallboard	First floor janitor's closet: At base of north wall behind stainless steel conduit cover. Photo CP-M-093719	Mastic- 0.75% Chrysotile; GWB-None Detected
VCL0421-A27	Tan gypsum wallboard, white grout, ceramic tile mastic,	First floor Men's Restroom: North wall above countertop behind stainless steel cover plate. Photo CP-M-094023	None Detected Three Layers
VCL0421-A28	Grey ceramic 2"x2" floor tile, white wall grout, 4"x4" yellow wall tile, grey sealant	First floor Men's Restroom: At base of north wall below stainless steel wall cover where floor tile meets wall tile. Photo CP-M-094328	None Detected Three Layers
VCL0421-A29	White sealant, semi-pliable	First floor Men's Restroom: At seam between Formica countertop and ceramic wall tile. Photo CP-M-094649	None Detected
VCL0421-A30	Orange Formica, brown mastic	First floor Men's Restroom: Front vertical edge of Formica countertop at preexisting damage. Photo CP-M-094808	None Detected Two Layers
VCL0421-A31	Gray-green ceiling grid mastic	First floor Men's Restroom: At top of west wall above urinal between ceramic wall tile and ceiling grid. Photo CP-M-095318	0.75% Chrysotile
VCL0421-A32	White ceramic wall tile, tan mastic, white grout, white gypsum wallboard	First floor Men's Restroom: At top of west wall above urinal between ceramic wall tile and ceiling grid. Photo CP-M-095324	None Detected Two Layers
VCL0421-A33	White joint compound; with white gypsum wall board	First floor Men's Restroom: Top of south wall above urinal at seam where round duct penetrates gypsum wallboard. Photo CP-M-095343	None Detected Two Layers

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
VCL0421-A34	Lay-in ceiling tile (LCT4): False 2'x2' ceiling tile with small random fissures and 1/16" holes	First floor Men's Restroom: Ceiling above urinal. Photo CP-M-095721	None Detected
VCL0421-A35	White sealant, pliable	First floor office storage room: At seam between metal doorframe and gypsum wallboard. Photo CP-M-100251	None Detected
VCL0421-A36	Brown cove base, brown cove base mastic , white joint compound, white gypsum wallboard	First floor office storage room: At base of south wall, west of the doorframe. Photo CP-M-1000603	Mastic- 1.3% Chrysotile ; None Detected Other Three Layers
VCL0421-A37	Beige pebble sheet vinyl flooring (SV-2): pebbles from 3/8" to 1/2" in cream, rust, dark and light brown with thin grayish backing (no apparent mastic)	First floor office storage room: At base of south wall, west of the doorframe. Photo CP-M-1000829	20% Chrysotile
VCL0421-A38	White sealant, pliable	First floor office restroom: At seam between metal doorframe and gypsum wallboard. Photo CP-M-101643	None Detected
VCL0421-A39	Tan joint compound	First floor office restroom: East wall behind stainless steel cover plate on backside of exterior gypsum wallboard. Photo CP-M-101757	None Detected
VCL0421-A40	Tan gypsum wallboard	First floor office restroom: East wall behind stainless steel cover plate. Photo CP-M-101814	None Detected
VCL0421-A41	Grey sealant, pliable	First floor office restroom: At base of east wall between the floor tile and the wall tile. Photo CP-M-101828	None Detected
VCL0421-A42	White sealant, pliable	First floor office restroom: North wall, seam between ceramic wall tile and the sink. Photo CP-M-101854	None Detected
VCL0421-A43	White sealant, pliable	First floor office restroom: North wall, seam between ceramic wall tile and the toilet. Photo CP-M-101923	None Detected
VCL0421-A44	Ceramic wall tile, yellow mastic; with clear mastic; with white grout	First floor office restroom: East wall behind stainless steel cover plate on gypsum wallboard. Photo CP-M-102000	None Detected Four Layers

The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).

The following Table 1C lists the samples taken in November 2019 by ATC Group Services in the building and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. There are no sample location drawings for these samples.

TABLE 1C

SAMPLE NUMBER	MATERIAL	LOCATION <i>*NOTE: ATC's directions are not accurate, as there are no windows on the west side.</i>	ASBESTOS CONTENT
001	Grey pre-cast seam sealant; with off-white insulation	North wall*	None Detected Two Layers
002	Grey pre-cast seam sealant	Northeast corner*	None Detected
003	Grey pre-cast concrete aggregate	Northeast corner*	None Detected
004	Grey pre-cast concrete aggregate	East side*	None Detected
005	Tan door sealant/insulation	South side @doorway*	None Detected
006	Grey pre-cast concrete aggregate	Southwest corner*	None Detected
007	Grey pre-cast concrete aggregate	West side*	None Detected
008	Pre-cast seam sealant	West side*	None Detected
009	Grey window sealant	West side*	8% Chrysotile
010	Grey window sealant	West side*	8% Chrysotile

The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).

The following Table 1D lists the samples taken in September 2017 by ATC Group Services in the building and the results of the laboratory analysis. Asbestos field survey data sheets and laboratory reports are included as Appendix A. Refer to Appendix D for a sketch of sample locations.

TABLE 1D

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
001	Off-white joint compound	Reserved book room, basement	None Detected
002	Off-white joint compound; with yellow cove base mastic	Reserved book room, basement	None Detected Two Layers
003	Off-white joint compound; with tan cove base mastic	Reserved book room, basement	None Detected
004	Tan wallpaper adhesive	Room 4, basement	None Detected
005	Off-white leveling compound	Room 4, basement	None Detected
006	Off-white joint compound	Main room, basement	None Detected
007	Tan wallpaper adhesive	Audio/visual room, basement	None Detected
008	Off-white joint compound	Conference room, basement	None Detected
009	Off-white joint compound	Mechanical room, basement	None Detected

SAMPLE NUMBER	MATERIAL	LOCATION	ASBESTOS CONTENT
010	Off-white joint compound	Basement boiler room	None Detected
011	Off-white joint compound	Lounge at soffit	None Detected
012	Tan ceiling tile	Lounge at soffit	None Detected
013	Yellow/brown carpet mastic	Head librarian's office	None Detected
014	Yellow/brown carpet mastic	Lounge	None Detected
015	White joint compound	Main floor, ground level	None Detected
016	Off-white joint compound	At men's bath entrance, ground floor	None Detected
017	Yellow carpet mastic	At men's bath entrance, ground floor	None Detected
018	Yellow/brown cove base mastic	At men's bath entrance, ground floor	4% Chrysotile
019	Off-white joint compound; with brown/yellow cove base mastic	2nd floor	JC- None Detected; Mastic- 4% Chrysotile
020	Yellow carpet mastic	2 nd floor	None Detected
021	Tan wallpaper adhesive	2 nd floor	None Detected
022	Tan carpet mastic	2 nd floor	None Detected
023	Yellow carpet mastic	Stairs to 2 nd floor	None Detected
The testing method used (polarized light microscopy [PLM]) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos containing, confirmation should be made by quantitative transmission electron microscopy (TEM).			

The following materials have been found to contain asbestos in this or previous surveys, or were assumed to contain asbestos.

1. Grey window sealant on exterior windows (confirmed asbestos-containing).
2. Cement asbestos board soffits above exterior windows and doors (confirmed asbestos-containing).
3. Beige pebble pattern sheet vinyl (shown as SV-2 in Table 1B above, confirmed asbestos-containing) and associated contaminated mastics (assumed asbestos-contaminated).
4. Gray-green ceiling grid "L" channel mastic (confirmed asbestos-containing).
5. Brown cove base mastic (confirmed asbestos-containing).
6. Various sealants used to repair the original concrete floor slab (assumed asbestos-containing).
7. Waterproofing materials on exterior side of below grade portions of exterior pre-cast concrete panels (assumed asbestos-containing) and under concrete windows sills at exterior windows (assumed asbestos-containing).
8. Mastics used to secure rigid insulation board to interior side below grade portions of exterior pre-cast concrete panels (assumed asbestos-containing).
9. Flange gaskets and valve packings on piping (assumed asbestos-containing).
10. Discussion on other potential asbestos-containing materials in the building.

The effects of the above asbestos-containing materials on the proposed renovation are discussed below.

Grey Window Sealants on Exterior Windows

A previous survey identified an asbestos-containing grey sealant used at the exterior windows. The report summarizing the findings of that sampling say, "The glazing/sealant was only found on the large box window assembly on the west side of the structure" and "All other window glazing/sealants samples on the library were found to be negative". There are no windows on the west elevation of this building, but there are "large box frame window assemblies" on both the north and south elevations. Due to these discrepancies, and the lack of a drawing showing the locations where the samples were collected, it is unclear where the samples were actually collected. Additionally, the previous inspection did not sample any other sealants or glazing compounds on the exterior windows, and therefore, classifying those other sealants and glazing compounds as non-asbestos-containing materials was inconsistent with NESHAP and OSHA regulations. The August 2021 inspections noted similar sealants used throughout the exterior window glazing and perimeters. In addition to the sealant, rubber window seals were also noted and sampled and found to not contain asbestos. Where observed, the sealants were in good condition and not friable. The exterior windows with asbestos-containing grey sealants will be removed by this project.

Cement Asbestos Board Soffits Above Exterior Windows and Doors

Cement asbestos board soffits above exterior windows and doors and second story roof overhang were shown on the 1978 as-built drawings, and were confirmed to contain asbestos during the August 2021 inspection. The cement asbestos board soffits were typically in good condition and not friable. Because the exterior windows are typically sealed directly to the cement asbestos board soffits, the cement asbestos board soffits are anticipated to be partially disturbed by this project.

Sheet Vinyl

An asbestos-containing sheet vinyl, called out as "SV-2" by a previous survey, was identified in the first floor janitor room and storage room. The mastics associated with the sheet vinyl are assumed to be contaminated by the asbestos-containing paper-like backing of the sheet vinyl. The sheet vinyl in the basement-level restrooms did not contain asbestos. The asbestos-containing sheet vinyl was typically in good condition where observed, but there were small areas of damage noted. Although not friable in its current state, the sheet vinyl and associated mastics are assumed to become friable during removal, and it is recommended that any future disturbance be removed using Class I asbestos removal protocols and disposed of as a Regulated Asbestos-Containing Material. The sheet vinyl and mastics are scheduled to be removed and replaced by a separate project.

Gray-Green Ceiling Grid "L" Channel Mastic

An asbestos-containing gray-green mastic was used on the lay-in ceiling "L" channels. The mastic was in good condition where observed and not friable. The gray-green ceiling grid "L" channel mastic is unlikely to be disturbed by this project.

Brown Cove Base Mastic

An asbestos-containing brown cove base mastic was previously identified in the building. The mastic was in good condition where observed and not friable. The brown cove base mastic is unlikely to be disturbed by this project.

Various Sealants used to Repair the Original Concrete Floor Slab

A report from July 1985 was provided to EHS-Alaska after the site inspections had been completed, and that report described demolition, repair, and removal of portions for the concrete floor slab in the basement. The report also described proposed repair instructions of the concrete floor slab, and those instructions described the use of several potentially asbestos-containing products. The materials identified in the report included:

1. Master Builder's Masterflow 713.
2. U.S. Grout Corporation's Five-Star Grout.
3. Adhesive Engineering Structural Concrete Bonding System.
4. Adhesive Engineering's Concreative 1380.
5. Sika's Sikadure 52 Sealant.
6. Sikadure Hi-Mod LV Sealant.
7. A bonding coat using Portland cement, concrete, and water.

8. A concrete super-plasticizer.

Based on the timeframe of the report, it is less likely that any of these materials contain asbestos, except for the sealants (items 5 & 6 in the list above) which were more likely to contain asbestos. These materials were not observed by the inspector, and because these repairs were unknown at the time of inspection, a thorough investigation to seek and find these materials was not performed. The concrete floor slab under the raised floor of the basement was typically obscured by dust, dirt, and other miscellaneous debris and the sealants may have not been identifiable even if the repairs were known at the time of inspection. Therefore, these sealants are assumed to contain asbestos. The sealants were described as being used at cracks wider than 0.008". A sketch included with the report shows at least two cracks within the project areas, and numerous other cracks throughout the basement. The sealants are assumed to be in good condition and not friable and are unlikely to be disturbed by this project.

Waterproofing Materials

The 1978 drawings show waterproofing on the exterior side of below grade portions of exterior pre-cast concrete panels, and that material is assumed to contain asbestos. Additionally, the drawings show a waterproofing material between the exterior pre-cast concrete window sills and pre-cast concrete wall panels which is also assumed to contain asbestos. Neither of these materials are expected to be friable and are assumed to be in fair condition. The waterproofing materials will be disturbed by this project if the pre-cast concrete window sills are disturbed.

Mastics for Rigid Insulation Board

The 1978 drawings show a 1 1/2" thick rigid insulation board on the interior side of below grade portions of exterior pre-cast concrete panels, and asbestos-containing mastics are assumed to have been used to secure this mastic to the walls. The mastics are assumed to be in good condition and not friable. The mastics are unlikely to be disturbed by this project.

Flange Gaskets and Valve Packings on Piping

Flange gaskets and valve packings throughout the building are assumed to contain asbestos. These materials are assumed to be in good condition and not friable but may become friable during removal or if already deteriorated. The flange gaskets and valve packings are unlikely to be disturbed by this project.

Other Potential Asbestos-Containing Materials

Based on field observations and details on the 1978 drawings, the following materials are assumed to contain asbestos: various colors of construction mastics used to secure mirrors, "Marlite" panels, tackboards, and other components to underlying substrates or supports; various types of interior and exterior construction sealants/caulking at windows, pre-cast concrete panels, acoustic seams in mechanical rooms, HVAC equipment, drip edges flashings, parapets, doors, and various other components; various colors of undercoatings on the bottom of stainless steel drinking fountains and sinks; lightweight pre-cast concrete panels; built-up roofing components such as membranes, felts, papers, mastics, and tars; roof drain bowl putties; sealants on seams and edges of metal roofing and associated components; fire door insulation; buried "Transite" piping; concealed "hard and chalky" pipe fitting insulation; joint compound of older gypsum board systems; acoustic lining in ductwork; "insulation fiber" at roof expansion joints; coating on buried fuel oil tank; and boiler/water heater and furnace gaskets and sealants, and insulation, gaskets, and sealants on associated flues. These materials were identified on the as-built drawings or were noted during field observations, and are therefore, limited by the extent of the survey and the accuracy of the documents. Additionally, other materials are likely to exist at the building, and some of the prior examples may not actually contain asbestos, but this list should not be considered exhaustive or representative of all suspect materials in the building. Any suspect materials not shown to be asbestos-free by this or previous surveys should be sampled by an EPA certified Building Inspector prior to disturbance in accordance with EPA and OSHA regulations if necessary to disturb these materials by this project.

2. Asbestos in Dusts

The settled and concealed dusts were examined by an EPA Certified Building Inspector but no samples for asbestos in dusts were authorized for this project. Based on their visual inspection and experience from similar buildings, the inspector determined that the typical settled and concealed dusts are not “asbestos debris” from an asbestos-containing building material (ACBM). Based on similar sampling from similar buildings, the inspector also determined that the dusts are unlikely to contain more than one percent (1%) asbestos by weight, and therefore are not an asbestos-containing material (ACM).

3. Lead-Containing Materials

Lead-Testing

EHS-Alaska previously tested paint and other materials in the building using a Heuresis XRF lead paint analyzer. Only trace amounts of lead were found in painted surfaces which were tested. Lead in other materials tested varied from a trace amount to 0.5 mg/cm². Refer to the Lead Analyzer Test Results Table in Appendix B that identifies the surfaces tested, and the results. The Lead Test Locations are shown in the Drawings in Appendix C.

Paints

There were varying lead contents found in the paints, based on what surfaces they are on, with most surfaces containing little lead (but are still classified as lead-containing materials by OSHA). The highest levels of lead were found in non-painted surfaces, with only trace amounts of lead found in most painted and non-painted surfaces tested.

Lead based paints (paint containing more than 1.0 mg/cm² of lead) were not identified in the project areas however, it is anticipated that other components which are hidden, concealed, or otherwise not tested may be painted with lead-based paint. Lead was detected at very low levels in most of the painted floor, wall and ceiling surfaces. XRF testing is not able to “prove” that “no” lead exists in the paint. Low levels of lead found by XRF testing does not mean that the paints are free of lead, the paints may contain lead. However, these paints may not present a hazard to occupants or workers performing renovation or demolition if lead-safe work practices are followed.

Ceramic Wall Tile and Glazing

Relatively low concentrations of lead were found in the glazing of ceramic wall and floor tiles. The concentrations of lead in ceramic glazing compounds should not be compared to lead-based paint criteria, as the glazing is inherently less likely to cause lead to be present in dusts or on surfaces, where it can be ingested. Lead in ceramic tile glazing may not pose a hazard to occupants, or workers performing renovation or demolition if lead-safe work practices are followed. All ceramic tiles in the facility should be assumed to contain lead.

Plastic Components

Relatively low concentrations of lead were found in plastic components, such as sheet vinyl flooring, “Marlite” wall panels, and “Formica” plastic laminate panels. The concentrations of lead in plastic compounds should not be compared to lead-based paint criteria. Lead in plastic compounds may have surface deterioration and if not cleaned regularly, lead may be present in dusts or on surfaces, where it can be ingested. Lead in plastic compounds may not pose a hazard to occupants, or workers performing renovation or demolition if good work practices are followed.

Metallic Lead in Batteries and Pipe Solder

Metallic lead items identified in the building included solder at copper piping assumed to contain lead, poured lead sealants at bell and spigot joints of waste and vent piping (assumed present), metallic lead flashings at penetrations thru roofing and inside of roof drain bowls at clamping rings, and lead acid batteries in emergency lights and other battery backup equipment. If removed during renovation or demolition they should be recycled or disposed of as hazardous waste.

Lead Dusts

The settled and concealed dusts were examined but no samples for lead in dusts were authorized for this project. Based on their visual inspection and similar sampling from similar buildings, the inspector also determined that the dusts are likely to have measurable concentrations of lead in the dusts.

4. PCB-Containing Materials

Light Ballasts

Older fluorescent lights typically have PCB-containing ballasts. PCB-containing ballasts in fluorescent lights were banned in 1978, but manufacturers were allowed to use up existing stocks, and lights may have been reused from other facilities. Although unrelated to the proposed Exterior Window Replacement Project, the survey included examination of select light fixtures for a separate project at the building, and only fluorescent light fixtures marked "No PCBs" were found. Other fixtures in the facility may contain PCB ballasts, and all lights shall be inspected during removal or relocation. Unless ballasts were marked "No PCBs," they must be assumed to contain PCBs and must be disposed of as a hazardous waste when removed for disposal. The fluorescent light fixtures are unlikely to be disturbed by this project.

Older HID lights may have PCB-containing ballasts. No HID light fixtures were found in the project areas. If any HID lights are affected by the project, they shall be inspected during removal or relocation. If ballasts are not marked "No PCBs," we suggest contacting the manufacturer of the lights to determine if the ballasts contain PCB's, or assume that they contain PCB's and be disposed of as a hazardous waste. The HID light fixtures are unlikely to be disturbed by this project.

Bulk Products

Some older paints, sealants and other building materials may contain measurable amounts of PCB's. PCB use in paints and sealants was supposed to have been discontinued in 1979. The EPA does not require the sampling of bulk products, and no sampling of "Bulk Products" were authorized for this project.

5. Mercury-Containing Materials

Fluorescent Lamps

Fluorescent lamps use mercury to excite the phosphor crystals that coat the inside of the lamp. These lamps contain from 15 to 48 milligrams of mercury depending on their age and manufacturer. The fluorescent light fixtures are unlikely to be disturbed by this project.

Thermostats

Older thermostats or other electrical switches that may contain mercury are assumed to be present in the building.

High Intensity Discharge Lamps

High Intensity Discharge (HID) lamps use mercury and sodium vapors in the lamp, and also typically have lead-containing solders at the bases. These lamps contain varying amounts of mercury depending on their age and manufacturer. The HID light fixtures are unlikely to be disturbed by this project.

All mercury-containing items being removed by this project are required to be disposed of as hazardous waste or recycled.

6. Other Hazardous Materials

Self-Illuminating Exit Signs and Smoke Detectors

Self-illuminating exit signs were observed in the building. Smoke detectors with radioactive components are assumed to be present too. Neither of these components were noted in the project areas. If any radioactive items are removed by this project, they are required be disposed of as hazardous waste or recycled.

Soil Contamination

The scope of work for EHS-Alaska, Inc. did not include investigation of soils for petroleum or other contaminations.

Heat Transfer Fluids

The existing heating system is assumed to contain heat transfer fluids, including glycol or other boiler treatment chemicals. Any heat transfer fluids removed from the heating system shall be recovered and properly disposed of or recycled. The heating system is unlikely to be disturbed by this project.

E. REGULATORY CONSTRAINTS

1. Asbestos-Containing Materials

The Federal Occupational Safety and Health Administration (29 CFR 1926.1101) and the State of Alaska Department of Labor (8 AAC 61) have promulgated regulations requiring testing for airborne asbestos fibers; setting allowable exposure limits for workers potentially exposed to airborne asbestos fibers; establishing contamination controls, work practices, and medical surveillance; and setting worker certification and protection requirements. These regulations apply to all workplace activities involving asbestos-containing materials.

The EPA regulations, issued as Title 40 of the Code of Federal Regulations, Part 61 (40 CFR 61), Subpart M under the National Emission Standards for Hazardous Air Pollutants (NESHAP), established procedures for handling ACM during asbestos removal and waste disposal. It is recommended that clearance sampling which complies with the EPA's Asbestos Hazard Emergency Response Act (AHERA) protocol be required following removal of asbestos-containing materials to document that the asbestos has been properly removed.

The EPA regulations require an owner (or the owner's contractor) to notify the EPA of asbestos removal operations and to establish responsibility for the removal, transportation, and disposal of asbestos-containing materials.

The disposal of asbestos waste is regulated by the EPA, the Alaska Department of Environmental Conservation, and the disposal site operator. Wastes being transported to the disposal site must be sealed in leak tight containers prior to disposal and must be accompanied by disposal permits and waste manifests.

2. Dusts with Asbestos

Settled and concealed dusts above ceilings, and at other areas that are not routinely cleaned (such as inside ducts and at roofs, etc.) are assumed to have measurable concentrations of asbestos. Based on sampling of similar settled and concealed dusts at similar buildings, those dusts are assumed to contain less than 1 percent asbestos. Normal settled and concealed dusts are distinct and treated differently from debris resulting from damaged asbestos-containing materials.

Background levels of asbestos in dusts for a particular location will depend on many factors, including whether or not asbestos occurs naturally in soils in the area.

Likely sources of asbestos in dusts include natural occurrences of asbestos

The types of asbestos found in settled and concealed dusts often contain actinolite, anthophyllite and tremolite forms of asbestos which are not commonly found in bulk samples taken of materials from buildings. Those forms of asbestos may come from natural occurrences of asbestos in an outside source, such as rock or ore deposits, which appear to be common in Alaska.

Because the type of disturbance, concentration of asbestos in the dusts, cohesiveness of the dusts and

room sizes will change, the airborne asbestos levels expected during the project will depend on the contractor's means and methods of conducting the work. The mere presence of asbestos in the dusts does not necessarily imply that a "hazard" exists which would require the use of specially trained workers to "abate" the "hazard". All dusts will likely be required to be removed from the areas where asbestos-containing materials are being removed (abatement areas) in order to achieve clearances. The dusts in the other areas are to be controlled so as to limit worker exposures and prevent contamination of occupied areas of the building.

There is no established correlation between settled or adhered dusts with measurable concentrations of asbestos and airborne concentrations. The definition in the OSHA regulations of asbestos-containing materials as those materials that contain 1 percent or more asbestos by weight, apply to cohesive materials and not to dusts. The OSHA regulations are essentially "performance based", if workers are exposed above the permissible exposure limits, then all of the requirements in the regulations become effective.

3. Lead-Containing Materials

The EPA Standard 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, defines lead-based paint hazards and regulates lead based paint activities in target housing and child-occupied facilities. The requirements of this regulation include training certification, pre-work notifications, work practice standards and record keeping. Areas typically classified as child occupied facilities may include but are not limited to: day care facilities, preschools, kindergarten classrooms, restrooms, multipurpose rooms, cafeterias, gyms, libraries and other areas routinely used by children under 6 years of age. Training requirements for Firms (Contractors) and Renovators (Workers) became effective on April 22, 2010.

The requirements apply to renovation, repair or painting activities that are NOT classified as "minor repair and maintenance activities" (as defined by the regulations), which take place in the "child occupied" portions of facilities. It is anticipated that only small amounts of lead based paint (if present) will be required to be disturbed for this renovation work, and the work would be classified as minor repair and maintenance activities, therefore most requirements of 40 CFR 745 do not apply.

Federal OSHA (29 CFR 1926.62) and the State of Alaska (8 AAC Chapter 61) have promulgated regulations that apply to all construction work where employees may be exposed to lead. The disturbance of any surfaces painted with lead-containing paint requires lead-trained personnel, personnel protective procedures, and air monitoring until exposure levels can be determined. If initial monitoring verifies that the work practices being used are not exposing workers, monitoring and protection procedures may be relaxed. Experience has shown that some paints in most buildings will contain low concentrations of lead and disturbance of those paints are still regulated under the OSHA lead standard, 29 CFR 1926.62. Low levels of lead found by XRF testing does not mean that the paints are free of lead, the paints may contain lead, and OSHA regulations apply anytime measurable amounts of lead are present in paints.

Settled and concealed dust above ceilings, and at other areas that are not routinely cleaned are assumed to have measurable concentrations of lead. Background levels of lead in dusts for a particular location will depend on many factors, including whether or not engines utilizing leaded gasoline were run in or near a building, and upon the age of the building, and thus the age of the dusts. Because the type of disturbance, quantity of lead dusts, cohesiveness of the dusts and room sizes will change, the airborne lead levels expected during the project will depend on the contractor's means and methods of conducting the work. The mere presence of lead in the dusts does not necessarily imply that a "hazard" exists which would require the use of specially trained workers to "abate" the "hazard".

There is no established correlation between settled or adhered lead dust concentrations and airborne concentrations. The OSHA regulations are essentially "performance based", if workers are exposed above the permissible exposure limits, then all of the requirements in the regulations become effective.

The EPA requires that actual construction or demolition debris that contains lead or lead-containing paint or other heavy metals be tested using the TCLP test to determine if the waste must be treated as hazardous waste. All federal, state and local standards regulating lead and lead-containing wastes are required to be followed during the renovation or demolition of portions of this building.

If the TCLP tests done on the waste stream(s) that are produced by the contractor are found to be classified as hazardous wastes, then those waste stream(s) will have to be packaged for shipping and disposal in accordance with hazardous waste and transportation regulations. Because there are no hazardous waste landfills in Alaska, this report assumes that disposal will take place in Seattle or elsewhere in the Pacific Northwest.

4. PCB-Containing Materials

The EPA has promulgated regulations (40 CFR Part 761) that cover the proper handling and disposal of PCB-containing materials. If any PCB-containing equipment is discovered and if they will be removed, those materials are required to be disposed of at fully permitted hazardous waste facilities. The EPA regulates liquid PCBs differently from non-liquid materials. Workers who remove or handle PCB-containing or PCB-contaminated materials or who transport or dispose of PCB wastes must be trained and certified in hazardous waste operations and emergency response (HAZWOPER) as required by 29 CFR 1910.120 and the State of Alaska Department of Labor (8 AAC 61). The Department of Transportation under 49 CFR Parts 100-199 regulates the marking, packaging, handling and transportation of hazardous materials. All federal, state and local standards regulating PCBs and PCB waste must be followed during this project.

5. Mercury-Containing Materials

Thermostats and mercury-containing lamps are classified by the EPA as Universal Wastes. The EPA encourages that all Universal Wastes be recycled in accordance with 40 CFR 273. Mercury and mercury-containing products are considered hazardous waste if TCLP testing of the waste for mercury confirms the mercury content to be greater than the EPA criteria of 0.2 mg/l.

6. Other Hazardous Materials

Chemical Hazards

The EPA has promulgated regulations (40 CFR Parts 260 to 299 amongst others) that cover the proper handling and disposal of waste chemicals, including listed wastes, which are ignitable, corrosive, reactive, toxic, or an acute hazardous waste or wastes that exhibit the characteristics of toxicity. All construction workers who are required to remove or handle chemical hazards or to transport or dispose of chemical wastes shall be trained and certified as required by the U.S. Department of Labor (29 CFR 1910.120) and the State of Alaska Department of Labor (8 AAC 61). Transportation of chemical hazards are regulated by Department of Transportation regulations under 49 CFR Parts 171 to 178 amongst others.

Waste heat transfer fluids (such as used heating/cooling system glycol or other circulating heating/cooling fluids) are a potentially hazardous waste and are required to be TCLP tested prior to disposal to determine if the fluids are classified as hazardous or non-hazardous waste per the EPA's RCRA regulations governing hazardous wastes. According to a study performed by the University of Northern Iowa, standard TCLP analysis using ICP SW 6010 testing procedures commonly report levels of Arsenic and Selenium over regulatory thresholds due to interferences in the matrix. That report concluded that additional analysis should be performed to refute the presence of Arsenic or Selenium over the regulatory levels by either mass spectrometry using method SW 6020, or by graphite furnace using method SW 7060. Some heat transfer fluids may also contain potentially hazardous additives that modify the properties of the fluids for use in a particular system. It is recommended that the contractor consult with the persons responsible for maintaining the system to determine if any additives that may be potentially hazardous were used in the system to further determine disposal requirements.

F. RECOMMENDATIONS

1. Asbestos-Containing Materials

The asbestos-containing materials identified in the building are typically in intact condition and are classified as both friable and non-friable ACM. All asbestos-containing materials that will be disturbed by the planned renovation work are required to be removed by trained asbestos workers.

2. Dusts with Asbestos

Dusts with measurable concentrations of asbestos are assumed to be present, but are not classified as asbestos-containing materials, or as debris from asbestos-containing materials. Workers disturbing dusts are required to have hazard communication training in accordance with OSHA regulations, but are not required to receive 40 hours of training, which is required for asbestos workers. The contractor will need to choose means and methods to control worker exposures to airborne contaminants. At least an initial exposure assessment or data from previous air monitoring is needed to show that worker exposures are maintained below the OSHA permissible exposure limits (PELs).

3. Lead-Containing Materials

Federal OSHA (29 CFR 1926.62) and the State of Alaska (8 AAC Chapter 61) have promulgated regulations that apply to all construction work where employees may be exposed to lead, including disturbance of paints with low concentrations of lead.

The EPA Standard 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, defines lead-based paint hazards and regulates lead based paint activities in target housing and child-occupied facilities. Contractors disturbing lead-based paints in target housing and child occupied facilities must comply with 40 CFR 745.

Worker exposure to lead may be able to be controlled below the OSHA permissible exposure limit if proper engineering controls and procedures are used during renovation. Lead is a potentially hazardous waste and the EPA requires that all wastes that contains lead be tested to determine if they must be treated as hazardous waste. A TCLP test of the waste stream(s) produced by the Contractor's means and methods are required to be performed to determine if those wastes will be classified as hazardous or non-hazardous.

4. PCB-Containing Materials

If any PCB-containing ballasts are discovered, and they are removed or replaced, they will need to be removed, handled, packaged and disposed of in accordance with all regulations.

5. Mercury-Containing Materials

If any mercury-containing materials are removed or replaced, they will need to be removed, handled, packaged and disposed of in accordance with all regulations. If mercury-containing lamps and thermostats are handled and disposed of in accordance with the Universal Waste Regulations, no TCLP test is required. If the Contractor chooses to perform a TCLP test of fluorescent lamps, the test shall be conducted in accordance with the requirements of ANSI/NEMA Standard Procedure for Fluorescent Lamp Sample Preparation and Toxicity Characteristic Leaching Procedure, C78.LL 1256-2003 or latest version.

6. Other Hazardous Materials

No other hazardous materials are anticipated to be disturbed by the proposed Exterior Window Replacement Project.

G. LIMITATIONS

The conclusions and recommendations contained in this report are based upon professional opinions with regard to the subject matter. These opinions have been arrived at in accordance with currently accepted environmental consulting and engineering standards and practices and are subject to the following inherent limitations:

1. Accuracy of Information

The laboratory reports utilized in this assessment were provided by the accredited laboratories cited in this report. Although the conclusions, opinions, and recommendations are based in part, on such information, our services did not include the verification of accuracy or authenticity of such reports. Should such information provided be found to be inaccurate or unreliable, EHS-Alaska, Inc. reserves the right to amend or revise its conclusions, opinions, and/or recommendations.

2. Site Conditions

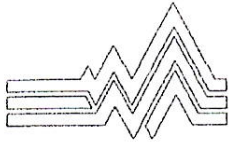
This limited survey did not include investigation of the entire site and may not be valid outside the survey area. The intent of this survey was to identify common hazardous materials that may be disturbed during the proposed Exterior Window Replacement Project. This survey is not intended to be utilized as the sole design document for abatement. This survey was conducted while the site was occupied. All inspections were performed with furniture, equipment and/or stored items in place. The scope of work for this survey did not include identification of all potentially hazardous materials that may be present at this site, and was limited to the scope of work agreed upon with our client. Although a concerted effort was made to identify those common hazardous materials likely to be affected by this project, some hazardous materials may have been hidden by furniture, equipment or stored items and may not have been identified. The survey investigated representative materials and items, such as lights and mechanical components. Variations may occur between materials and items that appear to be the same, but are actually of different construction or materials. Other asbestos-containing or potentially hazardous materials may be present in the facilities that were concealed by structural members, walls, ceilings or floor coverings, or in materials where testing was not conducted.

3. Changing Regulatory Constraints

The regulations concerning hazardous materials are constantly changing, including the interpretations of the regulations by the local and national regulating agencies. Should the regulations or their interpretation be changed from our current understanding, EHS-Alaska, Inc. reserves the right to amend or revise its conclusions, opinions, and/or recommendations.

APPENDIX A

Asbestos Bulk Sample Field Survey Data Sheets and Laboratory Reports



EHS ALASKA
INCORPORATED

EHS-Alaska, Inc.

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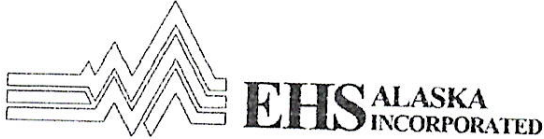
PROJECT NO: 7869-01	PROJECT NAME: Valdez Library Renovations	FACILITY: City of Valdez Library	COLLECTION DATE: 08-10-2021
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CHAIN OF CUSTODY RECORD

ANALYSIS REQUESTED:	<input checked="" type="checkbox"/> PLM BULK <input type="checkbox"/> LEAD DUST <input type="checkbox"/> TEM MICROVAC DUST (ASTM 5756)	<input type="checkbox"/> PLM DUST <input type="checkbox"/> LEAD TCLP	<input type="checkbox"/> TEM BULK <input type="checkbox"/> LEAD PPM	TYPE:	<input checked="" type="checkbox"/> ASBESTOS <input type="checkbox"/> LEAD	TURN AROUND: 4 DAYS	DISPOSAL: NORMAL	QUANTITY: 21
COLLECTED BY (signature) <i>Robert A. French</i>	IATL SELECTED LABORATORY		SPECIAL INSTRUCTIONS / COMMENTS:					
PRINTED NAME Robert A. French	RECEIVED		LAB: RETURN A SIGNED COPY OF THIS FORM WITH THE FINAL REPORT TO EHS-ALASKA, INC.					
CERT# / AHERA# 1564 88IMP-0028	SAMPLES ACCEPTED BY		See sample location drawing for more detailed explanation of exact locations.					
SHIPPING METHOD Fed Ex	DATE/TIME AUG 12 2021		<i>Christy French</i> ANALYST'S SIGNATURE DATE BY 8/11/21					
COURIER (signature) 774510402823	DATE/TIME 8-11-2021, 12 pm		<div style="border: 1px solid blue; padding: 5px; display: inline-block;"> ND = None Detected </div>					

FIELD SURVEY DATA

EHS SAMPLE NO. LAB ID NO	SAMPLE DESCRIPTION, (COLOR, MATERIAL TYPE, LAYERS, FRIABILITY)	LOCATION/COMMENTS (INCLUDING PHOTO/VIEW)	RESULTS FOR EHS-ALASKA USE ONLY
VCL0821-A01 7272520	Black, brittle mastic	Mastic to raised floor pedestal. Basement, at Storage/HVAC room outside Mech Room. Photo 25	ND
VCL0821-A02 7272521	Clear yellow sealant	Sealant between joints of raised flooring. Basement, at Storage/HVAC room outside Mech Room. Photo 33 & 34	ND
VCL0821-A03 7272522	Black, brittle mastic	Mastic to raised floor pedestal. Basement, at Storage/HVAC room outside Mech Room. Photo 33	ND
VCL0821-A04 7272523	Cementitious leveling compound, or squeeze out of concrete step.	Leveling compound under raised floor. Basement, at Storage/HVAC room outside Mech Room. Photo 41 & 42	ND
VCL0821-A05 7272524	Tan, pliable mastic	Mastic to raised floor pedestal. Basement main open area, East side through floor grill. Photo 47	ND
VCL0821-A06 7272525	Tan, pliable mastic	Mastic to raised floor pedestal. Basement main open area, East side through floor grill. Photo 48	ND
VCL0821-A07 7272526	Black rubber membrane	At exterior wall below floor. Basement main open area, East side through floor grill. Photo 45 & 46	ND
VCL0821-A08 7272527	Brown mastic, or sealant	Basement under threshold to Men's BR. Along joint of raised floor. Photo 53	ND
VCL0821-A09 7272528	Black, brittle mastic	Mastic to raised floor pedestal. Basement, through floor grill in Storage. Photo 55	ND



EHS Alaska, Inc.
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PROJECT NO: 7869-01	PROJECT NAME: Valdez Library Renovations	FACILITY: City of Valdez Library	COLLECTION DATE: 08-10-2021
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FIELD SURVEY DATA

EHS SAMPLE NO. LAB ID NO	SAMPLE DESCRIPTION, (COLOR, MATERIAL, TYPE, LAYERS, FRIABILITY)	LOCATION/COMMENTS (INCLUDING PHOTO/REF)	RESULTS FOR EHS-ALASKA USE ONLY
VCL0821-A10 7272530	Black, brittle mastic	Mastic to raised floor pedestal. Basement, through floor grill in Elevator Machine Room. Photo 66	ND Two Layers
VCL0821-A11 7272530	Black rubber membrane	At exterior wall below floor. Basement, through floor grill in Elevator Machine Room. Photo 64	ND
VCL0821-A12 7272531	Joint compound (and bits of gw b paper)	Basement Elevator Machine Room at SE corner. Photo 63	ND
VCL0821-A13 7272532	Gypsum wall board and paper	Basement Elevator Machine Room by elevator machine control box. Photo 63	ND
VCL0821-A14 7272533	Gypsum wall board, joint compound, texture	Main floor. Above windows at N side in Children's reading area. Rm 115. Photo 91	ND
VCL0821-A15 7272534	Gypsum wall board, joint compound, texture	Main floor. At Outlet in Children's reading area. Rm 115. Photo 92	ND Two Layers
VCL0821-A16 7272535	Cement Soffit panel	Exterior, at main entry. East corner of triangular portion. Photo 99	2.7% Chrysotile
VCL0821-A17 7272536	Rubber seal (pre-manufactured?) at window glazing	Exterior at tall slim window at corner of Adult reading area, 113. Photo 110	ND
VCL0821-A18 7272537	White pliable sealant at window frame	Exterior at tall slim window at corner of Adult reading area, 113. Photo 110	ND
VCL0821-A19 7272538	Rubber seal (pre-manufactured?) at window glazing	Exterior, South side windows of Work Room 105. Photo 119	ND
VCL0821-A20 7272539	White pliable sealant at window frame	Exterior, South side windows of Work Room 105. Photo 118	ND
VCL0821-A21 7272540	Cement Soffit panel	Exterior, outside west side windows in Children's Stacks, 114. Photo 124	15% Chrysotile
	END		

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 8/19/2021
Report No.: 642652 - PLM
Project: Valdez Library Renovations
Project No.: 7869-01

Client: EHS511

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7272520
Client No.: VCL0821-A01

Analyst Observation: Black Mastic
Client Description: Black, Brittle Mastic

Location: Mastic To Raised Floor Pedestal.
Basement, At Storage/HVAC Room Outside
Mech Room. Photo 25

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Facility:
Percent Non-Fibrous Material:
100

Lab No.: 7272521
Client No.: VCL0821-A02

Analyst Observation: Clear Yellow Sealant
Client Description: Clear Yellow Sealant

Location: Sealant Between Joints Of Raised
Flooring. Basement, At Storage/HVAC
Room Outside Mech Room. Photo 3

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Facility:
Percent Non-Fibrous Material:
100

Lab No.: 7272522
Client No.: VCL0821-A03

Analyst Observation: Black Mastic
Client Description: Black, Brittle Mastic

Location: Mastic To Raised Floor Pedestal.
Basement, At Storage/HVAC Room Outside
Mech Room. Photo 33

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Facility:
Percent Non-Fibrous Material:
100

Lab No.: 7272523
Client No.: VCL0821-A04

Analyst Observation: Grey Leveling Compound
Client Description: Cementitious Leveling Compound, Or
Squeeze Out Of Concrete Step

Location: Leveling Compound Under
Raised Floor. Basement, At Storage/HVAC
Room Outside Mech Room. Photo 41 And

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Facility:
Percent Non-Fibrous Material:
100

Lab No.: 7272524
Client No.: VCL0821-A05

Analyst Observation: Tan Mastic
Client Description: Tan, Pliable Mastic


Location: Mastic To Raised Floor Pedestal.
Basement Main Open Area, East Side
Through Floor Grill. Photo 47

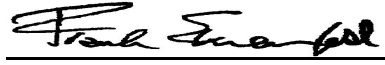
Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Facility:
Percent Non-Fibrous Material:
100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/12/2021
Date Analyzed: 08/19/2021
Signature: 
Analyst: Christopher Riffe

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 8/19/2021
Report No.: 642652 - PLM
Project: Valdez Library Renovations
Project No.: 7869-01

Client: EHS511

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7272525 **Analyst Observation:** Tan Mastic **Location:** Mastic To Raised Floor Pedestal.
Client No.: VCL0821-A06 **Client Description:** Tan, Pliable Mastic Basement Main Open Area, East Side
Through Floor Grill. Photo 48

Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected None Detected 100

Lab No.: 7272526 **Analyst Observation:** Black Roof Material **Location:** At Exterior Wall Below Floor.
Client No.: VCL0821-A07 **Client Description:** Black Rubber Membrane Basement Main Open Area, East Side
Through Floor Grill. Photo 45 And 4

Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected None Detected 100

Lab No.: 7272527 **Analyst Observation:** Tan Mastic **Location:** Basement Under Threshold To
Client No.: VCL0821-A08 **Client Description:** Brown Mastic, Or Sealant Men's BR. Along Joint of Raised Floor.
Photo 53

Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected None Detected 100


Lab No.: 7272528 **Analyst Observation:** Black Mastic **Location:** Mastic To Raised Floor Pedestal.
Client No.: VCL0821-A09 **Client Description:** Black, Brittle Mastic Basement, through Floor Grill In Storage.
Photo 55

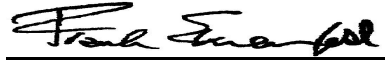
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected None Detected 100

Lab No.: 7272529 **Analyst Observation:** Black Mastic **Location:** Mastic To Raised Floor Pedestal.
Client No.: VCL0821-A10 **Client Description:** Black, Brittle Mastic Basement, through Floor Grill In Elevator
Machine Room. Photo 66

Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected None Detected 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/12/2021
Date Analyzed: 08/19/2021
Signature: 
Analyst: Christopher Riffe

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 8/19/2021 Report No.: 642652 - PLM Project: Valdez Library Renovations Project No.: 7869-01
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7272529(L2) Client No.: VCL0821-A10	Analyst Observation: Dk Brown Mastic Client Description: Black, Brittle Mastic	Location: Mastic To Raised Floor Pedestal. Basement, through Floor Grill In Elevator Machine Room. Photo 66
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7272530 Client No.: VCL0821-A11	Analyst Observation: Black Roof Material Client Description: Black Rubber Membrane	Location: At Exterior Wall Below Floor. Basement, Through Floor Grill In Elevator Machine Room. Photo 64
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7272531 Client No.: VCL0821-A12	Analyst Observation: White Joint Compound Client Description: Joint Compound (And Bits Of Gwb Paper)	Location: Basement Elevator Machine Room At SE Corner. Photo 63
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Note: Insufficient Drywall provided for analysis.


Lab No.: 7272532 Client No.: VCL0821-A13	Analyst Observation: Tan/White Drywall Client Description: Gypsum Wall Board And Paper	Location: Basement Elevator Machine Room By Elevator Machine Control Box. Photo 63
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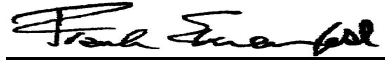
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 10 Cellulose 2 Fibrous Glass	<u>Percent Non-Fibrous Material:</u> 88
---	--	--

Lab No.: 7272533 Client No.: VCL0821-A14	Analyst Observation: White Texture Client Description: Gypsum Wall Board, Joint Compound, Texture	Location: Main Floor. Above Windows At N Side In Children's Reading Area. Rm 115. Photo 91
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
---	--	---

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/12/2021
Date Analyzed: 08/19/2021
Signature: 
Analyst: Christopher Riffe

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director


CERTIFICATE OF ANALYSIS

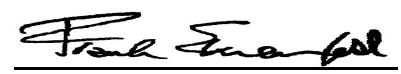
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 8/19/2021 Report No.: 642652 - PLM Project: Valdez Library Renovations Project No.: 7869-01
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7272534 Client No.: VCL0821-A15 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Texture Client Description: Gypsum Wall Board, Joint Compound, Texture <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Main Floor. At Outlet In Children's Reading Area. Rm 115. Photo 92 Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7272534(L2) Client No.: VCL0821-A15 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Tan Mastic Client Description: Gypsum Wall Board, Joint Compound, Texture <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Main Floor. At Outlet In Children's Reading Area. Rm 115. Photo 92 Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7272535 Client No.: VCL0821-A16 <u>Percent Asbestos:</u> <i>PC 2.7 Chrysotile</i>	Analyst Observation: Grey Cement Product Client Description: Cement Soffit Panel <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Exterior, At Main Entry. East Corner Of Triangular Portion. Photo 99 Facility: <u>Percent Non-Fibrous Material:</u> 97.3
Lab No.: 7272536 Client No.: VCL0821-A17 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Dk Grey Caulk Client Description: Rubber Seal (Pre-Manufactured?) At Window Glazing <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Exterior At Tall Slim Window At Corner Of Adult Reading Area, 113. Photo 110 Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7272537 Client No.: VCL0821-A18 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Dk Grey Sealant Client Description: White Pliable Sealant At Window Frame <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Exterior At Tall Slim Window At Corner Of Adult Reading Area, 113. Photo 110 Facility: <u>Percent Non-Fibrous Material:</u> 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/12/2021
Date Analyzed: 08/19/2021
Signature: 
Analyst: Christopher Riffe

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 8/19/2021 Report No.: 642652 - PLM Project: Valdez Library Renovations Project No.: 7869-01
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7272538 Client No.: VCL0821-A19	Analyst Observation: Dk Grey Caulk Client Description: Rubber Seal (Pre-Manufactured?) At Window Glazing	Location: Exterior, South Side Windows Of Work Room 105. Photo 119 Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Lab No.: 7272539 Client No.: VCL0821-A20	Analyst Observation: White Sealant Client Description: White Pliable Sealant At Window Frame	Location: Exterior, South Side Windows Of Work Room 105. Photo 118 Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Lab No.: 7272540 Client No.: VCL0821-A21	Analyst Observation: Off-White Cement Product Client Description: Cement Soffit Panel	Location: Exterior, Outside West Side Windows In Children's Stacks, 114. Photo 124 Facility:
<u>Percent Asbestos:</u> <i>15 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 85

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/12/2021
Date Analyzed: 08/19/2021
Signature:
Analyst: Christopher Riffe

Approved By:
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 8/19/2021
Report No.: 642652 - PLM
Project: Valdez Library Renovations
Project No.: 7869-01

Client: EHS511

Appendix to Analytical Report

Customer Contact: Cali Swatowski

Method: 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, USEPA 600, R93-116 and NYSDOH ELAP 198.1 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com

iATL Office Manager: wchampion@iatl.com

iATL Account Representative: Semih Kocahasan

Sample Login Notes: See Batch Sheet Attached

Sample Matrix: Bulk Building Materials

Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB) See additional information at the end of this appendix.

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 8/19/2021
Report No.: 642652 - PLM
Project: Valdez Library Renovations
Project No.: 7869-01

Client: EHS511

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gänge, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) www.atsdr.cdc.gov, United States Geological Survey (USGS) www.minerals.usgs.gov/minerals/, US EPA www.epa.gov/asbestos. The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite (https://www.wadsworth.org/sites/default/files/WebDoc/I198_8_02_2.pdf)

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116
Requirements/Comments: Minimum of 0.1 g of sample. ~0.25% for most samples.

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 8/19/2021
Report No.: 642652 - PLM
Project: Valdez Library Renovations
Project No.: 7869-01

Client: EHS511

2)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

3)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Floats" only.

4)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

5)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Suspension" only.

*With advance notice and confirmation by the laboratory.

**Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

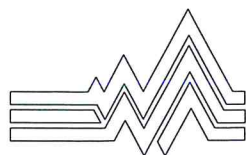
New York State Department of Health requires that samples originating from NYS that they categorize as Non-friable Organically Bound materials can only be confirmed as None Detected for asbestos by method 198.4. See the table below for a list of those materials. (ENVIRONMENTAL LABORATORY APPROVAL PROGRAM CERTIFICATION MANUAL - ITEM No. 198.1, Revision Date 5/6/16)

*Asphalt Shingles, Caulking, Ceiling Tiles with Cellulose, Duct Wrap, Glazing, Mastic, Paint Chips, Resilient Floor Tiles, Rubberized Asbestos Gaskets, Siding Shingles, Vinyl Asbestos Tile, NOB materials (other than SM-V) with <10% vermiculite, Any material (Friable or NOB other than SM-V) with >10% vermiculite.

Statistically derived uncertainty with any measure should be taken into consideration when reviewing and interpreting all reported data and results. A more comprehensive listing of accuracy, precision, and uncertainty as it impacts this method is available upon request.

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EHS-Alaska, Inc.
 11901 Business Blvd., Suite 208, Eagle River, AK 99577
 (907) 694-1383 • (907) 694-1382 fax
 e-mail • ehsak@ehs-alaska.com

PROJECT NO: 7846-05	PROJECT NAME: Valdez Library Restroom Renovation	FACILITY: Valdez Consortium Library	COLLECTION DATE: 04/23/21
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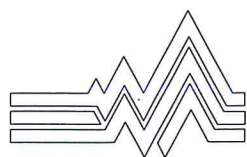
CHAIN OF CUSTODY RECORD

ANALYSIS REQUESTED:	<input checked="" type="checkbox"/> PLM BULK <input type="checkbox"/> LEAD DUST <input type="checkbox"/> TEM MICROVAC DUST (ASTM 5756)	<input type="checkbox"/> PLM DUST <input type="checkbox"/> LEAD TCLP	<input type="checkbox"/> TEM BULK <input type="checkbox"/> LEAD PPM	TYPE:	TURNAROUND:	DISPOSAL:	QUANTITY:
				<input checked="" type="checkbox"/> ASBESTOS <input type="checkbox"/> LEAD	5 DAYS	NORMAL	44

COLLECTED BY (signature) Brandon Hill PRINTED NAME 20200221/TBI24-920-14254 CERT# / AHERA# FedEx SHIPPING METHOD FedEx 7735 6765 7287 COURIER (signature) 4/28/21 11am DATE/TIME	IATL SELECTED LABORATORY SAMPLES ACCEPTED BY: DATE/TIME APR 29 2021 ANALYST'S SIGNATURE DATE	SPECIAL INSTRUCTIONS / COMMENTS: LAB: RETURN A SIGNED COPY OF THIS FORM WITH THE FINAL REPORT TO EHS-ALASKA, INC. See sample location drawing for more detailed explanation of exact locations.
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FIELD SURVEY DATA

EHS SAMPLE NO. LAB ID NO	SAMPLE DESCRIPTION, (COLOR, MATERIAL TYPE, LAYERS, FRIABILITY)	LOCATION/COMMENTS (INCLUDING PHOTO/XREF)	RESULTS FOR EHS-ALASKA USE ONLY
VCL0421-A01 7209638	Beige micro pebble sheet vinyl, with tan mastic, semi-clear sealant	Basement Women's Restroom: Under threshold on concrete. Photo CP-M-075821	<i>ND - 3 layers</i>
VCL0421-A02 7209638	Tan gypsum wallboard, white joint compound, brown marlite mastic, rust-colored mastic	Basement Women's Restroom: West wall behind stainless steel cover plate, on GWB greenboard. Photo CP-M-080558	<i>ND - 4 layers</i>
VCL0421-A03 7209640	Lay-in ceiling tile (LCT1): 2'x4' straight sided ceiling tile with east to west aligned fissures to 2" long and high density 1/16" holes	Basement Women's Restroom: Ceiling above vanity. Photo CP-M-081544	<i>ND</i>
VCL0421-A04 7209641	White joint compound	Basement Women's Restroom: Above suspended ceiling, NE corner of north wall, on GWB on concrete. Photo CP-M-082153	<i>ND</i>
VCL0421-A05 7209642	White sealant, pliable	Basement Women's Restroom: Underside of right sink between sink and Formica covered plywood countertop. Photo CP-M-082722	<i>ND</i>
VCL0421-A06 7209643	White sealant, pliable	Basement Women's Restroom: On seam between the peach Marlite and the Formica countertop. Photo CP-M-083037	<i>ND</i>
VCL0421-A07 7209644	Beige micro pebble sheet vinyl flooring (SV-1): pebbles to 3/8" in cream, rust, dark and light brown with thin grayish backing, tan mastic	Basement Men's Restroom: under threshold on concrete - Photo CP-M-083226	<i>ND - 2 layers</i>
VCL0421-A08 7209645	Peach marlite; medium brown mastic	Basement Men's Restroom: Behind stainless steel cover plate to the left of the baby - changing station on the east wall. Photo CP-M-083416	<i>ND - 2 layers</i>



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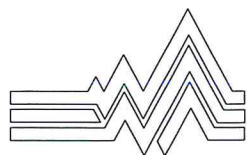
EHS Alaska, Inc.

11901 Business Blvd., Suite 208, Eagle River, AK 99577

(907) 694-1383 • (907) 694-1382 fax

e-mail • ehsak@ehs-alaska.com

PROJECT NO:	PROJECT NAME:	FACILITY:	COLLECTION DATE:
7846-05	Valdez Library Restroom Renovation	Valdez Consortium Library	04/23/21
FIELD SURVEY DATA			
EHS SAMPLE NO. LAB ID NO	SAMPLE DESCRIPTION, (COLOR, MATERIAL TYPE, LAYERS, FRIABILITY)	LOCATION/COMMENTS (INCLUDING PHOTO/XREF)	RESULTS FOR EHS-ALASKA USE ONLY
VCL0421-A09 7209646	Tan gypsum wallboard	Basement Men's Restroom: Behind stainless steel cover plate to the left of the baby changing station on the east wall. Photo CP-M-083416	ND
VCL0421-A10 7209647	White sealant, pliable	Basement Men's Restroom: Underside of right sink between sink and Formica covered plywood countertop. Photo CP-M- 083617	ND
VCL0421-A11 7209648	Lay-in ceiling tile (LCT1): 2'x4' straight sided ceiling tile with east to west aligned fissures to 2" long and high density 1/16" holes	Basement Men's Restroom: Ceiling above vanity. Photo CP-M-083537	ND
VCL0421-A12 7209649	Lay-in ceiling tile (LCT2): 2'x4' ceiling tile with east to west aligned fissures to 2" long and medium density 1/16" holes	Basement Men's Restroom: Ceiling above vanity. Photo CP-M-083529	ND
VCL0421-A13 7209650	White sealant, pliable	Basement Men's Restroom: On seam between the peach Marlite and the Formica countertop. Photo CP-M-083756	ND
VCL0421-A14 7209651	White grout, tan gypsum wallboard, brown mastic, yellow 4"x4" ceramic tile	First floor Women's Restroom: On north wall behind stainless steel cover plate. Photo CP-M-085545	ND-4 Layers
VCL0421-A15 7209652	Grey sealant, pliable	First floor Women's Restroom: At base of north wall between ceramic floor tile and ceramic wall tile. Photo CP-M-085700	ND
VCL0421-A16 7209653	White sealant, semi-pliable	First floor Women's Restroom: On seam between Formica countertop and ceramic wall tile. Photo CP-M-085952	ND
VCL0421-A17 7209654	White joint compound	First floor Women's Restroom: Above suspended ceiling, south wall, on GWB. Photo CP-M-091720	ND
VCL0421-A18 7209655	Gray-green ceiling grid mastic	First floor Women's Restroom: Between ceiling grid and ceramic wall tile. Photo CP-M-091925	1.3% Chrysolite
VCL0421-A19 7209656	Lay-in ceiling tile (LCT4): False 2'x2' ceiling tile with small random fissures and 1/16" holes	First floor Women's Restroom: Ceiling. Photo CP-M-091646	ND
VCL0421-A20 7209657	White sealant, pliable	First floor Women's Restroom: Seam between toilet and ceramic wall tile. Photo CP-M-091511	ND
VCL0421-A21 7209658	White sealant, pliable	First floor janitor's closet: At seam between metal doorframe and painted gypsum wallboard. Photo CP-M-092510	ND
VCL0421-A22 7209659	White gypsum wallboard, white joint compound	First floor janitor's closet: At SW corner above suspended ceiling. Photo CP-M-093248	ND-2 Layers



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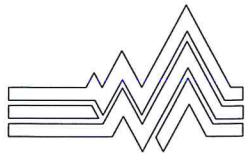
EHS Alaska, Inc.

11901 Business Blvd., Suite 208, Eagle River, AK 99577

(907) 694-1383 • (907) 694-1382 fax

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PROJECT NO:	PROJECT NAME:	FACILITY:	COLLECTION DATE:
7846-05	Valdez Library Restroom Renovation	Valdez Consortium Library	04/23/21
FIELD SURVEY DATA			
EHS SAMPLE NO. LAB ID NO	SAMPLE DESCRIPTION, (COLOR, MATERIAL TYPE, LAYERS, FRIABILITY)	LOCATION/COMMENTS (INCLUDING PHOTO/XREF)	RESULTS FOR EHS-ALASKA USE ONLY
VCL0421-A23 7209660	Lay-in ceiling tile (LCT4): False 2'x2' ceiling tile with small random fissures and 1/16" holes	First floor janitor's closet: Ceiling. Photo CP-M-093258	ND
VCL0421-A24 7209661	Beige pebble sheet vinyl flooring (SV-2): pebbles from 3/8" to 1/2" in cream, rust, dark and light brown with thin grayish backing, brown mastic	First floor janitor's closet: On concrete floor behind door at base of north wall. Photo CP-M-093323	30% Chrysolite
VCL0421-A25 7209662	Off-white joint compound	First floor janitor's closet: At corner on top of metal nose to the right of the utility sink. Photo CP-M-093547	ND
VCL0421-A26 7209663	Brown cove base mastic, white gypsum wallboard	First floor janitor's closet: At base of north wall behind stainless steel conduit cover. Photo CP-M-093719	Mastic - 75% Chrysolite GWB - ND
VCL0421-A27 7209664	Tan gypsum wallboard, white grout, ceramic tile mastic , Lab called out JC	First floor Men's Restroom: North wall above countertop behind stainless steel cover plate. Photo CP-M-094023	ND-3 Layers
VCL0421-A28 7209665	Grey ceramic 2"x2" floor tile, white wall grout, 4"x4" yellow wall tile, grey sealant	First floor Men's Restroom: At base of north wall below stainless steel wall cover where floor tile meets wall tile. Photo CP-M-094328	ND-3 Layers
VCL0421-A29 7209666	White sealant, semi-pliable	First floor Men's Restroom: At seam between Formica countertop and ceramic wall tile. Photo CP-M-094649	ND
VCL0421-A30 7209667	Orange Formica, brown mastic	First floor Men's Restroom: Front vertical edge of Formica countertop at preexisting damage. Photo CP-M-094808	ND-2 Layers
VCL0421-A31 7209668	Gray-green ceiling grid mastic	First floor Men's Restroom: At top of west wall above urinal between ceramic wall tile and ceiling grid. Photo CP-M-095318	0.75% Chrysolite
VCL0421-A32 7209669	White ceramic wall tile , tan mastic, white grout, white gypsum wallboard	First floor Men's Restroom: At top of west wall above urinal between ceramic wall tile and ceiling grid. Photo CP-M-095324	ND-2 Layers
VCL0421-A33 7209670	White joint compound, Lab added white JC	First floor Men's Restroom: Top of south wall above urinal at seam where round duct penetrates gypsum wallboard. Photo CP-M-095343	ND-2 Layers
VCL0421-A34 7209671	Lay-in ceiling tile (LCT4): False 2'x2' ceiling tile with small random fissures and 1/16" holes	First floor Men's Restroom: Ceiling above urinal. Photo CP-M-095721	ND
VCL0421-A35 7209672	White sealant, pliable	First floor office storage room: At seam between metal doorframe and gypsum wallboard. Photo CP-M-100251	ND
VCL0421-A36 7209673	Brown cove base, brown cove base mastic, white joint compound, white gypsum wallboard	First floor office storage room: At base of south wall, west of the doorframe. Photo CP-M-1000603	Mastic - 1.3% Chrysolite ND- All other (3)



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PROJECT NO: 7846-05	PROJECT NAME: Valdez Library Restroom Renovation	FACILITY: Valdez Consortium Library	COLLECTION DATE: 04/23/21
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FIELD SURVEY DATA

EHS SAMPLE NO. LAB ID NO	SAMPLE DESCRIPTION, (COLOR, MATERIAL TYPE, LAYERS, FRIABILITY)	LOCATION/COMMENTS (INCLUDING PHOTO/XREF)	RESULTS FOR EHS-ALASKA USE ONLY
VCL0421-A37 7209674	Beige pebble sheet vinyl flooring (SV-2): pebbles from 3/8" to 1/2" in cream, rust, dark and light brown with thin grayish backing, brown mastic	First floor office storage room: At base of south wall, west of the doorframe. Photo CP-M-1000829	20% Chrysothrix
VCL0421-A38 7209675	White sealant, pliable	First floor office restroom: At seam between metal doorframe and gypsum wallboard. Photo CP-M-101643	ND
VCL0421-A39 7209676	Tan joint compound	First floor office restroom: East wall behind stainless steel cover plate on backside of exterior gypsum wallboard. Photo CP-M-101757	ND
VCL0421-A40 7209677	Tan gypsum wallboard	First floor office restroom: East wall behind stainless steel cover plate. Photo CP-M-101814	ND
VCL0421-A41 7209678	Grey sealant, pliable	First floor office restroom: At base of east wall between the floor tile and the wall tile. Photo CP-M-101828	ND
VCL0421-A42 7209679	White sealant, pliable	First floor office restroom: North wall, seam between ceramic wall tile and the sink. Photo CP-M-101854	ND
VCL0421-A43 7209680	White sealant, pliable	First floor office restroom: North wall, seam between ceramic wall tile and the toilet. Photo CP-M-101923	ND
VCL0421-A44 7209681	Ceramic wall tile, yellow mastic <i>Lab called out clear mastic, white Grout</i>	First floor office restroom: East wall behind stainless steel cover plate on gypsum wallboard. Photo CP-M-102000	ND-4 Layers
END	END	END	

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209638 Client No.: VCL0421-A01	Analyst Observation: Tan Vinyl Sheet Flooring Client Description: Beige Micro Pebble Sheet Vinyl, With Tan Mastic, Semi-Clear Sealant	Location: Basement Women's Restroom: Under Threshold On Concrete. Photo CP-M-075821
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 40 Cellulose 5 Synthetic	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 55
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Lab No.: 7209638(L2) Client No.: VCL0421-A01	Analyst Observation: Yellow Mastic Client Description: Beige Micro Pebble Sheet Vinyl, With Tan Mastic, Semi-Clear Sealant	Location: Basement Women's Restroom: Under Threshold On Concrete. Photo CP-M-075821
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209638(L3) Client No.: VCL0421-A01	Analyst Observation: Lt Yellow Caulk Client Description: Beige Micro Pebble Sheet Vinyl, With Tan Mastic, Semi-Clear Sealant	Location: Basement Women's Restroom: Under Threshold On Concrete. Photo CP-M-075821
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209639 Client No.: VCL0421-A02	Analyst Observation: Off-White Drywall Client Description: Tan Gypsum Wallboard, White Joint Compound, Brown Marlite Mastic, Rust-Colored Mastic	Location: Basement Women's Restroom: West Wall Behind Stainless Steel Cover Plate, On GWB Greenboard. Photo Cp
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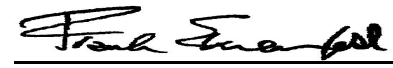
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 99
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Lab No.: 7209639(L2) Client No.: VCL0421-A02	Analyst Observation: White Joint Compound Client Description: Tan Gypsum Wallboard, White Joint Compound, Brown Marlite Mastic, Rust-Colored Mastic	Location: Basement Women's Restroom: West Wall Behind Stainless Steel Cover Plate, On GWB Greenboard. Photo Cp
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 100
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Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209639(L3) Client No.: VCL0421-A02	Analyst Observation: Yellow Mastic Client Description: Tan Gypsum Wallboard, White Joint Compound, Brown Marlite Mastic, Rust-Colored Mastic	Location: Basement Women's Restroom: West Wall Behind Stainless Steel Cover Plate, On GWB Greenboard. Photo Cp
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209639(L4) Client No.: VCL0421-A02	Analyst Observation: Tan Non-Fibrous Client Description: Tan Gypsum Wallboard, White Joint Compound, Brown Marlite Mastic, Rust-Colored Mastic	Location: Basement Women's Restroom: West Wall Behind Stainless Steel Cover Plate, On GWB Greenboard. Photo Cp
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209640 Client No.: VCL0421-A03	Analyst Observation: Tan Ceiling Tile Client Description: Lay-In Ceiling Tile (LCT1): 2'X4' Straight Sided Ceiling Tile Wit East To West Aligned Fissures To 2	Location: Basement Women's Restroom: Ceiling Above Vanity. Photo CP-M-081544
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 55 Cellulose 35 Fibrous Glass	<u>Percent Non-Fibrous Material:</u> 10
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Lab No.: 7209641 Client No.: VCL0421-A04	Analyst Observation: White Joint Compound Client Description: White Joint Compound	Location: Basement Women's Restroom: Above Suspended Ceiling, NE Corner Of North Wall, On GWB On Concrete. Pho
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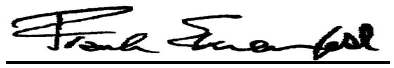
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209642 Client No.: VCL0421-A05	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: Basement Women's Restroom: Underside Of Right Sink Between Sink And Formica Covered Plywood Countert
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director


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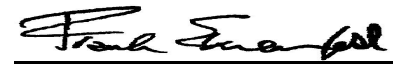
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209643 Client No.: VCL0421-A06	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: Basement Women's Restroom: On Seam Between The Peach Marlite And The Formica Countertop. Photo CP-M- Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209644 Client No.: VCL0421-A07	Analyst Observation: Tan Vinyl Sheet Flooring Client Description: Beige Micro Pebble Sheet Vinyl Flooring (SV-1): Pebbles to 3/8" In Cream, Rust, Dark And Light Brown	Location: Basement Men's Restroom: Under Threshold On Concrete. Photo CP-M- 083226 Facility: Percent Non-Fibrous Material: 55
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 45 Cellulose	
Lab No.: 7209644(L2) Client No.: VCL0421-A07	Analyst Observation: Yellow Mastic Client Description: Beige Micro Pebble Sheet Vinyl Flooring (SV-1): Pebbles to 3/8" In Cream, Rust, Dark And Light Brown	Location: Basement Men's Restroom: Under Threshold On Concrete. Photo CP-M- 083226 Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209645 Client No.: VCL0421-A08	Analyst Observation: Tan Formica Client Description: Peach Marlite; Medium Brown Mastic	Location: Basement Men's Restroom: Behind Stainless Steel Cover Plate To The Left Of The Baby Changing Station Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209645(L2) Client No.: VCL0421-A08	Analyst Observation: Yellow Mastic Client Description: Peach Marlite; Medium Brown Mastic	Location: Basement Men's Restroom: Behind Stainless Steel Cover Plate To The Left Of The Baby Changing Station Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

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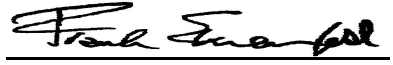
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209646 Client No.: VCL0421-A09	Analyst Observation: Off-White Drywall Client Description: Tan Gypsum Wallboard	Location: Basement Men's Restroom: Behind Stainless Steel Cover Plate To The Left Of The Baby Changing Station Facility: <u>Percent Non-Fibrous Material:</u> 99
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	
Lab No.: 7209647 Client No.: VCL0421-A10	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: Basement Men's Restroom: Underside Of Right Sink And Formica Covered PLYwood Countertop. Photo CP-M - Facility: <u>Percent Non-Fibrous Material:</u> 100
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209648 Client No.: VCL0421-A11	Analyst Observation: Tan Ceiling Tile Client Description: Lay-In Ceiling Tile (LCT1): 2'X4' Straight Sided Ceiling Tile With East To West Aligned Fissures To	Location: Basement Men's Restroom: Ceiling Above Vanity. Photo CP-M-083537 Facility: <u>Percent Non-Fibrous Material:</u> 10
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 55 Cellulose 35 Fibrous Glass	
Lab No.: 7209649 Client No.: VCL0421-A12	Analyst Observation: Tan Ceiling Tile Client Description: Lay-In Ceiling Tile (LCT2): 2'X4' Ceiling Tile With East To West Aligned Fissures To 2" Long And Med	Location: Basement Men's Restroom: Ceiling Above Vanity. Photo CP-M-083529 Facility: <u>Percent Non-Fibrous Material:</u> 10
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 55 Cellulose 35 Fibrous Glass	
Lab No.: 7209650 Client No.: VCL0421-A13	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: Basement Men's Restroom: On Seam Between The Peach Marlite And The Formica Countertop. Photo CP-M-08 Facility: <u>Percent Non-Fibrous Material:</u> 100
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

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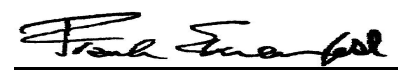
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209651 Client No.: VCL0421-A14	Analyst Observation: Yellow Ceramic Client Description: White Grout, Tan Gypsum Wallboard, Brown Mastic, Yellow 4"X4" Ceramic Tile	Location: First Floor Women's Restroom: On North Wall Behind Stainless Steel Cover Plate. Photo CP-M-085545 Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209651(L2) Client No.: VCL0421-A14	Analyst Observation: White Grout Client Description: White Grout, Tan Gypsum Wallboard, Brown Mastic, Yellow 4"X4" Ceramic Tile	Location: First Floor Women's Restroom: On North Wall Behind Stainless Steel Cover Plate. Photo CP-M-085545 Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209651(L3) Client No.: VCL0421-A14	Analyst Observation: Yellow Adhesive Client Description: White Grout, Tan Gypsum Wallboard, Brown Mastic, Yellow 4"X4" Ceramic Tile	Location: First Floor Women's Restroom: On North Wall Behind Stainless Steel Cover Plate. Photo CP-M-085545 Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209651(L4) Client No.: VCL0421-A14	Analyst Observation: Off-White Drywall Client Description: White Grout, Tan Gypsum Wallboard, Brown Mastic, Yellow 4"X4" Ceramic Tile	Location: First Floor Women's Restroom: On North Wall Behind Stainless Steel Cover Plate. Photo CP-M-085545 Facility: Percent Non-Fibrous Material: 99
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	
Lab No.: 7209652 Client No.: VCL0421-A15	Analyst Observation: Grey Caulk Client Description: Grey Sealant, Pliable	Location: First Floor Women's Restroom: At Base Of North Wall Between Ceramic Floor Tile And Ceramic Wall Tile Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

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Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209653 Client No.: VCL0421-A16	Analyst Observation: Silver Sealant Client Description: White Sealant, Semi-Pliable	Location: First Floor Women's Restroom: On Seam Between Formica Countertop And Ceramic Wall Tile. Photo CP-M-0
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 5 Fibrous Glass	<u>Percent Non-Fibrous Material:</u> 95
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Lab No.: 7209654 Client No.: VCL0421-A17	Analyst Observation: White Joint Compound Client Description: White Joint Compound	Location: First Floor Women's Restroom: Above Suspended Ceiling, South Wall, On GWB. Photo CP-M-091720
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209655 Client No.: VCL0421-A18	Analyst Observation: Green Mastic Client Description: Gray-Green Ceiling Tile Grid Mastic	Location: First Floor Women's Restroom: Between Ceiling Grid And Ceramic Wall Tile. Photo CP-M-091925
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<u>Percent Asbestos:</u> PC 1.3 Chrysotile	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 98.7
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Lab No.: 7209656 Client No.: VCL0421-A19	Analyst Observation: Tan Ceiling Tile Client Description: Lay-In Ceiling Tile (LCT4): False 2'X2' Ceiling Tile With Small Random Fissures And 1/16" Holes	Location: First Floor Women's Restroom: Ceiling. Photo CP-M-091646
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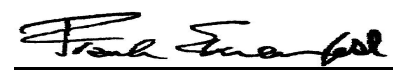
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 55 Cellulose 35 Fibrous Glass	<u>Percent Non-Fibrous Material:</u> 10
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Lab No.: 7209657 Client No.: VCL0421-A20	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: First Floor Women's Restroom: Seam Between Toilet And Ceramic Wall Tile. Photo CP-M-091511
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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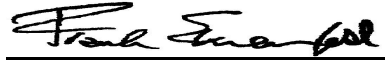
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209658 Client No.: VCL0421-A21	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: First Floor Janitor's Closet: At Seam Between Metal Doorframe And Painted Gypsum Wallboard. Photo CP Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209659 Client No.: VCL0421-A22	Analyst Observation: Off-White Drywall Client Description: White Gypsum Wallboard, White Joint Compound	Location: First Floor Janitor's Closet: At SW Corner Above Suspended Ceiling. Photo CP-M-093248 Facility: Percent Non-Fibrous Material: 99
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	
Lab No.: 7209659(L2) Client No.: VCL0421-A22	Analyst Observation: Tan Joint Compound Client Description: White Gypsum Wallboard, White Joint Compound	Location: First Floor Janitor's Closet: At SW Corner Above Suspended Ceiling. Photo CP-M-093248 Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209660 Client No.: VCL0421-A23	Analyst Observation: Tan Ceiling Tile Client Description: Lay-In Ceiling Tile (LCT4): False 2'X2' Ceiling Tile With Small Random Fissures And 1/16" Holes	Location: First Floor Janitor's Closet: Ceiling. Photo CP-M-093258 Facility: Percent Non-Fibrous Material: 10
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 55 Cellulose 35 Fibrous Glass	
Lab No.: 7209661 Client No.: VCL0421-A24	Analyst Observation: Tan Vinyl Sheet Flooring Client Description: Beige Pebble Sheet Vinyl Flooring (SV-2): Pebbles From 3/8" To 1/2" In Cream , Rust, Dark And Light	Location: First Floor Janitor's Closet: On Concrete Floor Behind Door At Base Of North Wall. Photo CP-M-093323 Facility: Percent Non-Fibrous Material: 55
<u>Percent Asbestos:</u> 30 Chrysotile	<u>Percent Non-Asbestos Fibrous Material:</u> 15 Cellulose	

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209662 Client No.: VCL0421-A25	Analyst Observation: Tan Joint Compound Client Description: Off-White Joint Compound	Location: First Floor Janitor's Closet: At Corner On Top Of Metal Nose To The Right Of The Utility Sink. Photo Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	


Lab No.: 7209663 Client No.: VCL0421-A26	Analyst Observation: Brown Mastic Client Description: Brown Cove Base Mastic, White Gypsum, Ceramic Tile Mastic,	Location: First Floor Janitor's Closet: At Base Of North Wall Behind Stainless Steel Conduit Cover. Photo CP-M Facility: Percent Non-Fibrous Material: 99.25
<u>Percent Asbestos:</u> <i>PC 0.75 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

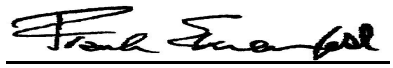
Lab No.: 7209663(L2) Client No.: VCL0421-A26	Analyst Observation: Off-White Drywall Client Description: Brown Cove Base Mastic, White Gypsum, Ceramic Tile Mastic,	Location: First Floor Janitor's Closet: At Base Of North Wall Behind Stainless Steel Conduit Cover. Photo CP-M Facility: Percent Non-Fibrous Material: 99
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	

Lab No.: 7209664 Client No.: VCL0421-A27	Analyst Observation: Tan Drywall Client Description: Tan Gypsum Wallboard, White Grout, Ceramic Tile Mastic,	Location: First Floor Men's Restroom: North Wall Above Countertop Behind Stainless Steel Cover Plate. Photo CP Facility: Percent Non-Fibrous Material: 99
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	

Lab No.: 7209664(L2) Client No.: VCL0421-A27	Analyst Observation: White Joint Compound Client Description: Tan Gypsum Wallboard, White Grout, Ceramic Tile Mastic,	Location: First Floor Men's Restroom: North Wall Above Countertop Behind Stainless Steel Cover Plate. Photo CP Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director


CERTIFICATE OF ANALYSIS

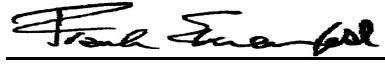
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209664(L3) Client No.: VCL0421-A27	Analyst Observation: Yellow Adhesive Client Description: Tan Gypsum Wallboard, White Grout, Ceramic Tile Mastic,	Location: First Floor Men's Restroom: North Wall Above Countertop Behind Stainless Steel Cover Plate. Photo CP Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209665 Client No.: VCL0421-A28	Analyst Observation: Tan Ceramic Client Description: Grey Ceramic 2"X2" Floor Tile, White Wall Grout, 4"X4" Yellow Wall Tile, Grey Sealant	Location: First Floor Men's Restroom: At Base Of North Wall Below Stainless Steel Wall Cover Where Floor Meets Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209665(L2) Client No.: VCL0421-A28	Analyst Observation: Grey Grout Client Description: Grey Ceramic 2"X2" Floor Tile, White Wall Grout, 4"X4" Yellow Wall Tile, Grey Sealant	Location: First Floor Men's Restroom: At Base Of North Wall Below Stainless Steel Wall Cover Where Floor Meets Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209665(L3) Client No.: VCL0421-A28	Analyst Observation: Grey Caulk Client Description: Grey Ceramic 2"X2" Floor Tile, White Wall Grout, 4"X4" Yellow Wall Tile, Grey Sealant	Location: First Floor Men's Restroom: At Base Of North Wall Below Stainless Steel Wall Cover Where Floor Meets Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	
Lab No.: 7209666 Client No.: VCL0421-A29	Analyst Observation: White Caulk Client Description: White Sealant, Semi-Pliable	Location: First Floor Men's Restroom: At Seam Between Formica Countertop And Ceramic Wall Tile. Photo CP-M-094 Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209667 Client No.: VCL0421-A30	Analyst Observation: Orange Formica Client Description: Orange Formica, Brown Mastic	Location: First Floor Men's Restroom: Front Vertical Edge Of Formica Countertop At Preexisting Damage. Photo C
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209667(L2) Client No.: VCL0421-A30	Analyst Observation: Yellow Adhesive Client Description: Orange Formica, Brown Mastic	Location: First Floor Men's Restroom: Front Vertical Edge Of Formica Countertop At Preexisting Damage. Photo C
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209668 Client No.: VCL0421-A31	Analyst Observation: Green Mastic Client Description: Gray-Green Ceiling Grid Mastic	Location: First Floor Men's Restroom: At Top Of West Wall Above Urinal Between Ceramic Wall Tile And Ceiling G
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<u>Percent Asbestos:</u> PC 0.75 Chrysotile	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 99.25
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Lab No.: 7209669 Client No.: VCL0421-A32	Analyst Observation: White Drywall Client Description: White Ceramic Wall Tile, Tan Mastic, White Grout, White Gypsum Wallboard	Location: First Floor Men's Restroom: At Top Of West Wall Above Urinal Between Ceramic Wall Tile And Ceiling
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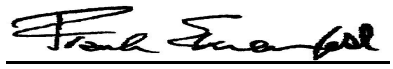
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<u>Percent Non-Fibrous Material:</u> 99
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Lab No.: 7209669(L2) Client No.: VCL0421-A32	Analyst Observation: Yellow Mastic Client Description: White Ceramic Wall Tile, Tan Mastic, White Grout, White Gypsum Wallboard	Location: First Floor Men's Restroom: At Top Of West Wall Above Urinal Between Ceramic Wall Tile And Ceiling
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209670 Client No.: VCL0421-A33	Analyst Observation: White Drywall Client Description: White Joint Compound	Location: First Floor Men's Restroom: Top Of South Wall Above Urinal At Seam Where Round Duct Peetrates Gypsum
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 99
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Lab No.: 7209670(L2) Client No.: VCL0421-A33	Analyst Observation: White Joint Compound Client Description: White Joint Compound	Location: First Floor Men's Restroom: Top Of South Wall Above Urinal At Seam Where Round Duct Peetrates Gypsum
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209671 Client No.: VCL0421-A34	Analyst Observation: Tan Ceiling Tile Client Description: Lay-In Ceiling Tile (LCT4); False 2'X2' Ceiling Tile With Small Random Fissures And 1/16" Holes	Location: First Floor Men's Restroom: Ceiling Above Urinal. Photo CP-M-095721
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 55 Cellulose 35 Fibrous Glass	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 10
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Lab No.: 7209672 Client No.: VCL0421-A35	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: First Floor Office Storage Room: At Seam Between Metal Doorframe And Gypsum Wallboard. Photo SP-M-10
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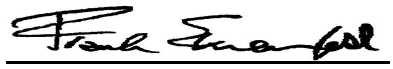
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209673 Client No.: VCL0421-A36	Analyst Observation: Brown Cove Base Client Description: Brown Cove Base, Brown Cove Base Mastic, White Joint Compound, White Gypsum Wallboard	Location: First Floor Office Storage Room: At Base Of South Wall, West Of The Doorframe. Photo CP--1000603
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<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Facility:</u> <u>Percent Non-Fibrous Material:</u> 100
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Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209673(L2) Client No.: VCL0421-A36	Analyst Observation: Brown Mastic Client Description: Brown Cove Base, Brown Cove Base Mastic, White Joint Compound, White Gypsum Wallboard	Location: First Floor Office Storage Room: At Base Of South Wall, West Of The Doorframe. Photo CP--1000603
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<u>Percent Asbestos:</u> <i>PC 1.3 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 98.7
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Lab No.: 7209673(L3) Client No.: VCL0421-A36	Analyst Observation: White Drywall Client Description: Brown Cove Base, Brown Cove Base Mastic, White Joint Compound, White Gypsum Wallboard	Location: First Floor Office Storage Room: At Base Of South Wall, West Of The Doorframe. Photo CP--1000603
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<u>Percent Non-Fibrous Material:</u> 99
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Lab No.: 7209673(L4) Client No.: VCL0421-A36	Analyst Observation: White Joint Compound Client Description: Brown Cove Base, Brown Cove Base Mastic, White Joint Compound, White Gypsum Wallboard	Location: First Floor Office Storage Room: At Base Of South Wall, West Of The Doorframe. Photo CP--1000603
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Lab No.: 7209674 Client No.: VCL0421-A37	Analyst Observation: Tan Vinyl Sheet Flooring Client Description: Beige Pebble Sheet Vinyl Flooring (SV-2): Pebbles From 3/8" To 1/2" In Cream, Rust, Dark And Light B	Location: First Floor Office Storage Room: At Base Of South Wall, West Of The Doorframe. Photo CP-M-10008129
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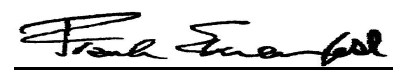
<u>Percent Asbestos:</u> <i>20 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 25 Cellulose	<u>Percent Non-Fibrous Material:</u> 55
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Lab No.: 7209675 Client No.: VCL0421-A38	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: First Floor Office Storage Room: At Seam Between Metal Doorframe And Gypsum Wallboard. CP-M-101643
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<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
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Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209676 Client No.: VCL0421-A39	Analyst Observation: Yellow Mastic Client Description: Tan Joint Compound	Location: First Floor Office Storage Room: East Wall Behind Stainless Steel Cover Plate On Backside Of Exterio Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	


Lab No.: 7209677 Client No.: VCL0421-A40	Analyst Observation: Tan Drywall Client Description: Tan Gypsum Wallboard	Location: First Floor Office Storage Room: East Wall Behind Stainless Steel cover Plate. Photo CP-M-101814 Facility: Percent Non-Fibrous Material: 99
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	

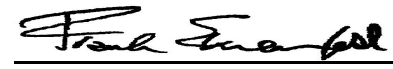
Lab No.: 7209678 Client No.: VCL0421-A41	Analyst Observation: Grey Caulk Client Description: Grey Sealant, Pliable	Location: First Floor Office Storage Room: At Base Of East Wall Between Floor Tile And wall Tile. Photo CP-M- Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

Lab No.: 7209679 Client No.: VCL0421-A42	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: First Floor Office Storage Room: North Wall, Seam Between Ceramic Wall Tile And The Sink. Photo CP-M Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

Lab No.: 7209680 Client No.: VCL0421-A43	Analyst Observation: White Caulk Client Description: White Sealant, Pliable	Location: First Floor Office Storage Room: North Wall, Seam Between Ceramic Wall Tile And The Toiler. Photo CP Facility: Percent Non-Fibrous Material: 100
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director


CERTIFICATE OF ANALYSIS

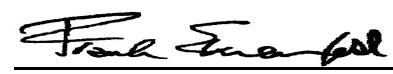
Client: EHS Alaska Incorporated 11901 Business Blvd., Ste 208 Eagle River AK 99577	Report Date: 5/5/2021 Report No.: 635925 - PLM Project: Valdez Library Restroom Renovation Project No.: 7846-05
Client: EHS511	

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7209681 Client No.: VCL0421-A44	Analyst Observation: Tan Ceramic Client Description: Ceramic Wall Tile, Yellow Mastic	Location: First Floor Office Storage Room: East Wall Behind Stainless Steel Cover Plate On Gypsum Wallboard. P Facility: Percent Non-Fibrous Material: 100
Percent Asbestos: <i>None Detected</i>	Percent Non-Asbestos Fibrous Material: None Detected	
Lab No.: 7209681(L2) Client No.: VCL0421-A44	Analyst Observation: Yellow Mastic Client Description: Ceramic Wall Tile, Yellow Mastic	Location: First Floor Office Storage Room: East Wall Behind Stainless Steel Cover Plate On Gypsum Wallboard. P Facility: Percent Non-Fibrous Material: 100
Percent Asbestos: <i>None Detected</i>	Percent Non-Asbestos Fibrous Material: None Detected	
Lab No.: 7209681(L3) Client No.: VCL0421-A44	Analyst Observation: Clear Mastic Client Description: Ceramic Wall Tile, Yellow Mastic	Location: First Floor Office Storage Room: East Wall Behind Stainless Steel Cover Plate On Gypsum Wallboard. P Facility: Percent Non-Fibrous Material: 100
Percent Asbestos: <i>None Detected</i>	Percent Non-Asbestos Fibrous Material: None Detected	
Lab No.: 7209681(L4) Client No.: VCL0421-A44	Analyst Observation: White Grout Client Description: Ceramic Wall Tile, Yellow Mastic	Location: First Floor Office Storage Room: East Wall Behind Stainless Steel Cover Plate On Gypsum Wallboard. P Facility: Percent Non-Fibrous Material: 100
Percent Asbestos: <i>None Detected</i>	Percent Non-Asbestos Fibrous Material: None Detected	

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 4/29/2021
Date Analyzed: 05/05/2021
Signature: 
Analyst: Jeffrey Fazzo

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 5/5/2021
Report No.: 635925 - PLM
Project: Valdez Library Restroom Renovation
Project No.: 7846-05

Client: EHS511

Appendix to Analytical Report

Customer Contact: Cali Swatowski

Method: 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, USEPA 600, R93-116 and NYSDOH ELAP 198.1 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com

iATL Office Manager: wchampion@iatl.com

iATL Account Representative: Semih Kocahasan

Sample Login Notes: See Batch Sheet Attached

Sample Matrix: Bulk Building Materials

Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB) See additional information at the end of this appendix.

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 5/5/2021
Report No.: 635925 - PLM
Project: Valdez Library Restroom Renovation
Project No.: 7846-05

Client: EHS511

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gänge, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) www.atsdr.cdc.gov, United States Geological Survey (USGS) www.minerals.usgs.gov/minerals/, US EPA www.epa.gov/asbestos. The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite (https://www.wadsworth.org/sites/default/files/WebDoc/I198_8_02_2.pdf)

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116
Requirements/Comments: Minimum of 0.1 g of sample. ~0.25% for most samples.

CERTIFICATE OF ANALYSIS

Client: EHS Alaska Incorporated
11901 Business Blvd., Ste 208
Eagle River AK 99577

Report Date: 5/5/2021
Report No.: 635925 - PLM
Project: Valdez Library Restroom Renovation
Project No.: 7846-05

Client: EHS511

2)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

3)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Floats" only.

4)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

5)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Suspension" only.

*With advance notice and confirmation by the laboratory.

**Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

New York State Department of Health requires that samples originating from NYS that they categorize as Non-friable Organically Bound materials can only be confirmed as None Detected for asbestos by method 198.4. See the table below for a list of those materials. (ENVIRONMENTAL LABORATORY APPROVAL PROGRAM CERTIFICATION MANUAL - ITEM No. 198.1, Revision Date 5/6/16)

*Asphalt Shingles, Caulking, Ceiling Tiles with Cellulose, Duct Wrap, Glazing, Mastic, Paint Chips, Resilient Floor Tiles, Rubberized Asbestos Gaskets, Siding Shingles, Vinyl Asbestos Tile, NOB materials (other than SM-V) with <10% vermiculite, Any material (Friable or NOB other than SM-V) with >10% vermiculite.

Statistically derived uncertainty with any measure should be taken into consideration when reviewing and interpreting all reported data and results. A more comprehensive listing of accuracy, precision, and uncertainty as it impacts this method is available upon request.

APPENDIX B

Lead Analyzer Test Results

LEAD ANALYZER TEST RESULTS

Heuresis Pb200i, Serial No. 1770

NO.	SITE	INSPECTOR	FLOOR	ROOM	COMPONENT	SUBSTRATE	CONDITION	COLOR	DURATION	TIME	RESULTS		
											LBP	mg/cm ²	+/- ERROR
PREVIOUS READINGS ARE FROM A DIFFERENT FACILITY AND ARE NOT INCLUDED HERE													
183	VALDEZ LIBRARY	HILL	-	-	CALIBRATION	-	-	GREEN	5	4/22/21 23:53:17	POSITIVE	1	0.2
184	VALDEZ LIBRARY	HILL	-	-	CALIBRATION	-	-	GREEN	5	4/22/21 23:53:34	POSITIVE	1	0.2
185	VALDEZ LIBRARY	HILL	-	-	CALIBRATION	-	-	GREEN	5	4/22/21 23:53:51	POSITIVE	1	0.2
186	VALDEZ LIBRARY	HILL	BASEMENT	WOMEN'S RESTROOM	WALL	MARLITE	INTACT	ORANGE	2	4/22/21 23:56:19	NEGATIVE	0.3	0.3
187	VALDEZ LIBRARY	HILL	BASEMENT	WOMEN'S RESTROOM	COUNTERTOP	FORMICA	INTACT	OFF-WHITE	2	4/22/21 23:57:57	NEGATIVE	0.2	0.3
188	VALDEZ LIBRARY	HILL	BASEMENT	WOMEN'S RESTROOM	DOOR	METAL	INTACT	TAN	2	4/22/21 23:58:52	NEGATIVE	0.1	0.3
189	VALDEZ LIBRARY	HILL	BASEMENT	WOMEN'S RESTROOM	FLOOR	VINYL	INTACT	ORANGE	2	4/22/21 23:59:48	NEGATIVE	0.5	0.3
190	VALDEZ LIBRARY	HILL	BASEMENT	MEN'S RESTROOM	DOOR FRAME	METAL	INTACT	OFF-WHITE	2	4/23/21 00:01:46	NEGATIVE	0.1	0.3
191	VALDEZ LIBRARY	HILL	BASEMENT	MEN'S RESTROOM	WALL	METAL	INTACT	TAN	2	4/23/21 00:02:20	NEGATIVE	0	0.3
192	VALDEZ LIBRARY	HILL	FIRST	JANITOR 116	WALL	DRYWALL	INTACT	TAN	2	4/23/21 00:08:57	NEGATIVE	0.2	0.3
193	VALDEZ LIBRARY	HILL	FIRST	JANITOR 116	SINK	PLASTIC	INTACT	OFF-WHITE	2	4/23/21 00:09:46	NEGATIVE	-0.3	0.3
194	VALDEZ LIBRARY	HILL	FIRST	JANITOR 116	SINK	PLASTIC	INTACT	OFF-WHITE	2	4/23/21 00:12:03	NEGATIVE	0.3	0.3
195	VALDEZ LIBRARY	HILL	FIRST	JANITOR 116	FLOOR	VINYL	INTACT	OFF-WHITE	2	4/23/21 00:13:16	NEGATIVE	-0.1	0.3
196	VALDEZ LIBRARY	HILL	FIRST	WOMEN'S RESTROOM 119	FLOOR	CERAMIC	INTACT	OFF-WHITE	2	4/23/21 00:14:10	NEGATIVE	0.3	0.3
197	VALDEZ LIBRARY	HILL	FIRST	WOMEN'S RESTROOM 119	WALL	CERAMIC	INTACT	ORANGE	2	4/23/21 00:14:53	NEGATIVE	-0.5	0.3
198	VALDEZ LIBRARY	HILL	FIRST	WOMEN'S RESTROOM 119	DOOR	METAL	INTACT	ORANGE	2	4/23/21 00:15:26	NEGATIVE	0.1	0.3
199	VALDEZ LIBRARY	HILL	FIRST	WOMEN'S RESTROOM 119	COUNTERTOP	FORMICA	INTACT	ORANGE	2	4/23/21 00:15:48	NEGATIVE	0.5	0.3
200	VALDEZ LIBRARY	HILL	FIRST	MEN'S RESTROOM 120	DOOR FRAME	METAL	INTACT	OFF-WHITE	2	4/23/21 00:16:29	NEGATIVE	0.2	0.3
201	VALDEZ LIBRARY	HILL	FIRST	MEN'S RESTROOM 120	DOOR	METAL	INTACT	TAN	2	4/23/21 00:17:02	NEGATIVE	0.1	0.3
202	VALDEZ LIBRARY	HILL	FIRST	MEN'S RESTROOM 120	FLOOR	CERAMIC	INTACT	TAN	2	4/23/21 00:17:47	NEGATIVE	0.2	0.3
203	VALDEZ LIBRARY	HILL	FIRST	SMALL RESTROOM	FLOOR	CERAMIC	INTACT	TAN	2	4/23/21 00:18:28	NEGATIVE	0.3	0.3
204	VALDEZ LIBRARY	HILL	FIRST	SMALL RESTROOM	DOOR FRAME	METAL	INTACT	BEIGE	2	4/23/21 00:19:07	NEGATIVE	0.1	0.3
205	VALDEZ LIBRARY	HILL	FIRST	SMALL RESTROOM	CEILING	DRYWALL	INTACT	BEIGE	2	4/23/21 00:19:43	NEGATIVE	0.1	0.3
206	VALDEZ LIBRARY	HILL	FIRST	STORAGE 117	WALL	DRYWALL	INTACT	BEIGE	2	4/23/21 00:20:11	NEGATIVE	0.2	0.3
207	VALDEZ LIBRARY	HILL	FIRST	STORAGE 117	WALL	DRYWALL	INTACT	BEIGE	2	4/23/21 00:20:25	NEGATIVE	0.1	0.3
208	VALDEZ LIBRARY	HILL	FIRST	STORAGE 117	DOOR FRAME	METAL	INTACT	PINK	2	4/23/21 00:20:54	NEGATIVE	0.1	0.3
209	VALDEZ LIBRARY	HILL	-	-	CALIBRATION	-	-	GREEN	5	4/23/21 00:21:37	POSITIVE	1	0.2
210	VALDEZ LIBRARY	HILL	-	-	CALIBRATION	-	-	GREEN	5	4/23/21 00:21:54	POSITIVE	1	0.2
211	VALDEZ LIBRARY	HILL	-	-	CALIBRATION	-	-	GREEN	5	4/23/21 00:22:11	POSITIVE	1	0.2

Table Heading Descriptions:

Duration: This is the nominal time in "source" seconds that each sample was analyzed.

LBP: Results are shown as positive (POS ≥ 1.0 mg/cm²) or negative (NEG < 1.0 mg/cm²). Positive results are shown in bold print.

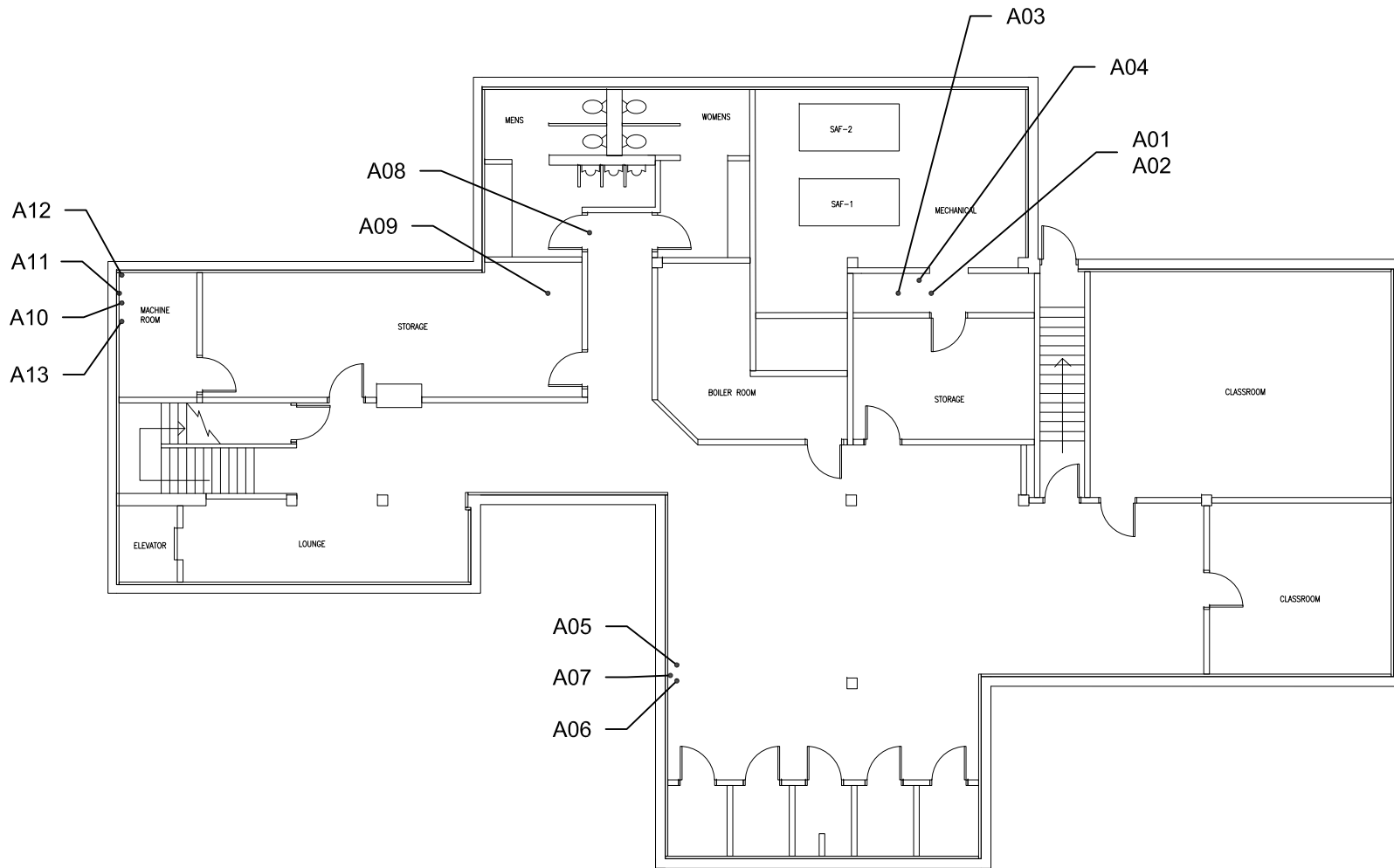
mg/cm²: This is the testing results produced by the Heuresis Pb200i instrument in milligrams of lead per square centimeter (mg/cm²). The EPA defines lead based paint as paint containing lead at 1.0 mg/cm² or greater. A negative number is a result of an internal computation made by the instrument and should be interpreted as zero. Even though paint may be termed negative (less than 1.0 mg/cm²) by EPA definition, disturbance of the paint may still be regulated by OSHA under 29 CFR 1926.62. Where lead is present at any level, appropriate engineering controls, work practices and personal protective equipment should be used until a negative exposure assessment can be determined. <LOD indicates that the lead present was less than the limits of detection of the instrument (very little or no lead present).

VOID: This indicates that the test was intentionally terminated by the operator due to operator error (e.g. - operator moved analyzer while testing).

Substrate: Where ceramic is shown as a substrate, lead content is typically from the glazing on the tile unless the tile is painted.

APPENDIX C

Drawings of Sample Locations



1
C-1

BASEMENT
NTS



LEGEND

- AXX ASBESTOS TEST LOCATION
- AXX LAB TEST RESULTS POSITIVE FOR ASBESTOS

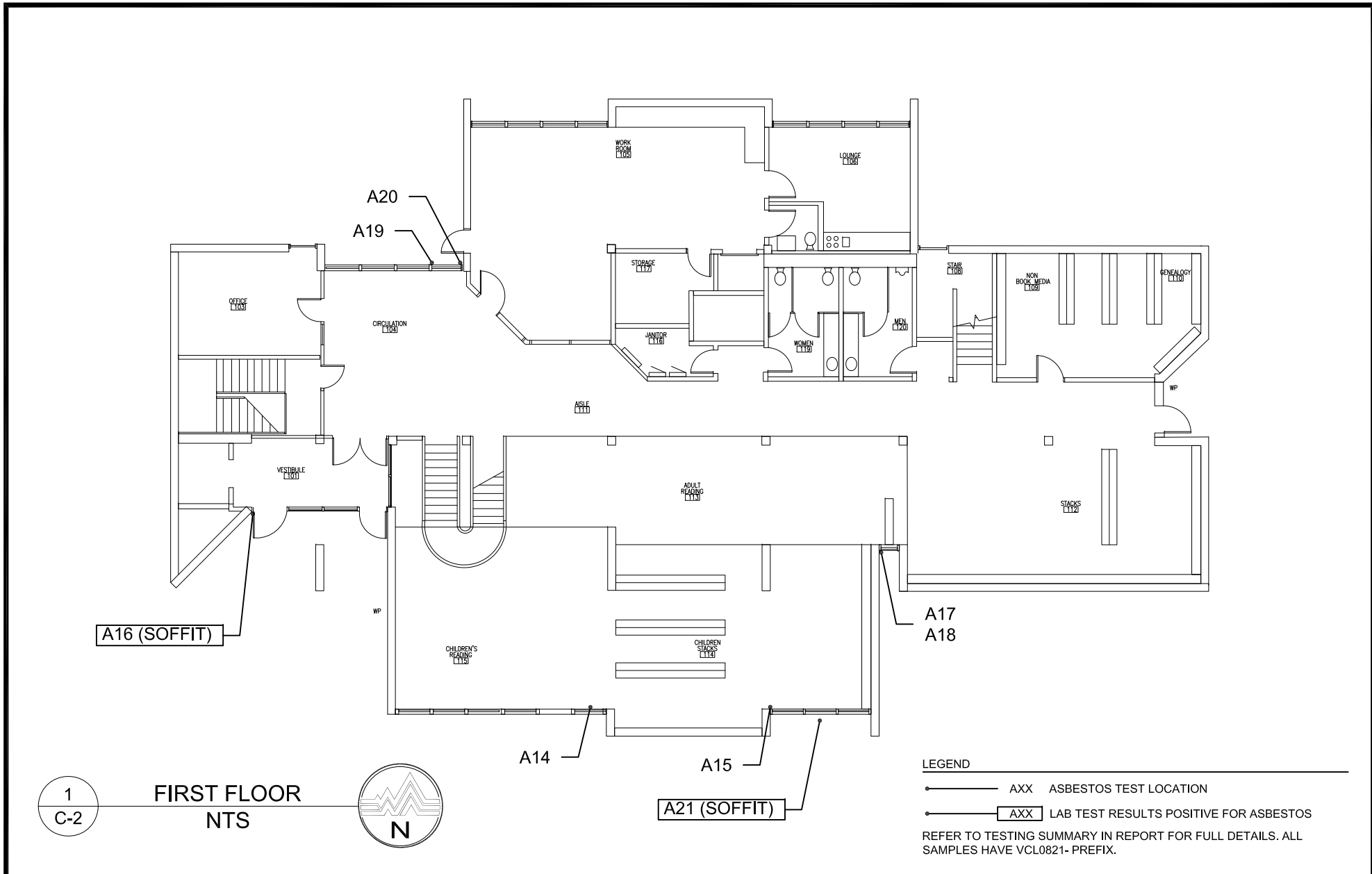
REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS. ALL SAMPLES HAVE VCL0821- PREFIX.

CITY OF VALDEZ

VALDEZ CONSORTIUM LIBRARY
VALDEZ, ALASKA
ASBESTOS SAMPLE LOCATIONS



DRAWN: CTO	DATE: 08/10/2021
CHECK: RAF	DWG.NO: C-1
FILE #: 7869-SL	



LEGEND

— AXX ASBESTOS TEST LOCATION


— AXX LAB TEST RESULTS POSITIVE FOR ASBESTOS

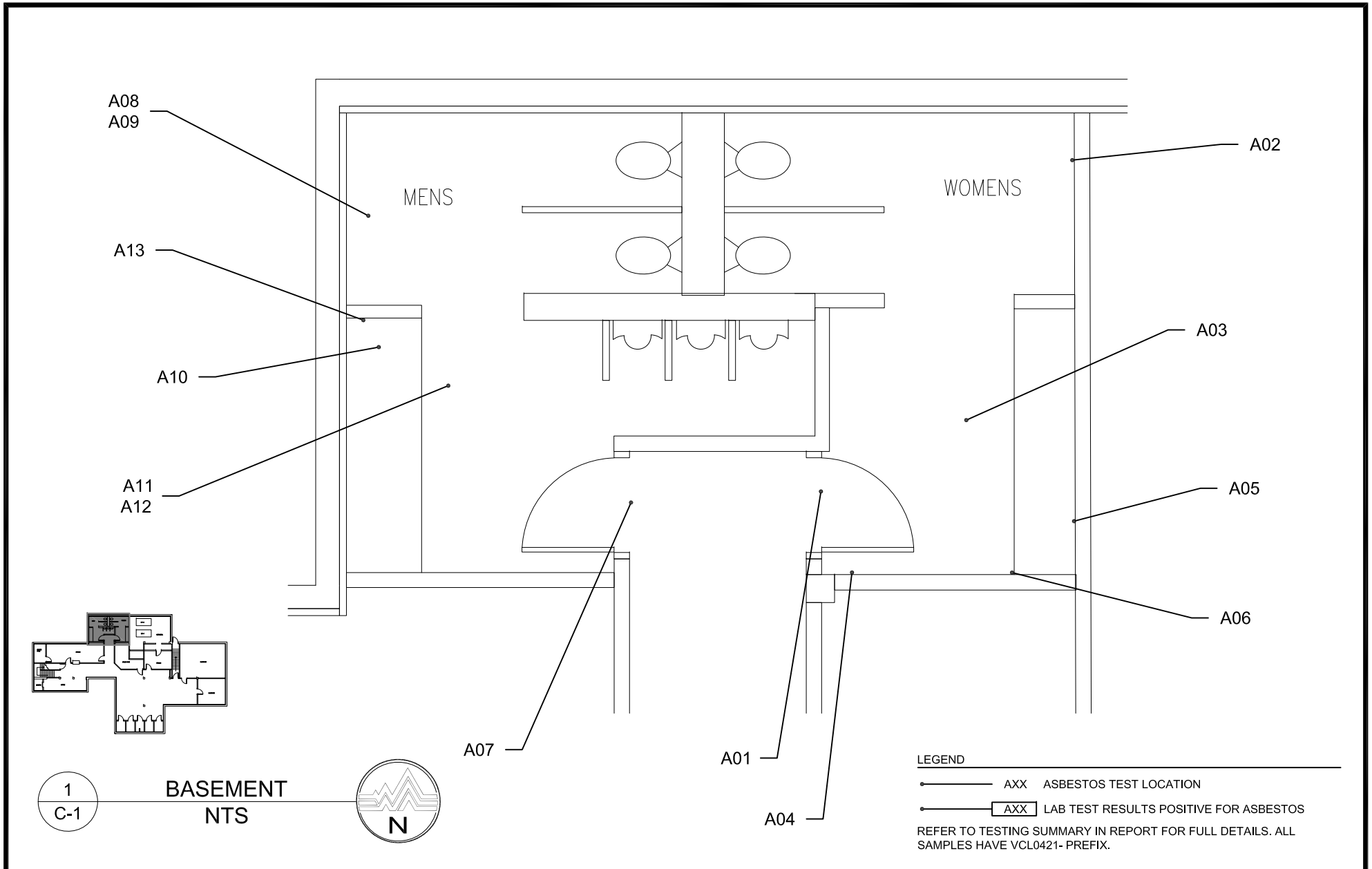
REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS. ALL SAMPLES HAVE VCL0821-PREFIX.

1
C-2

FIRST FLOOR
NTS

N

CITY OF VALDEZ	VALDEZ CONSORTIUM LIBRARY VALDEZ, ALASKA ASBESTOS SAMPLE LOCATIONS	 EHS ALASKA INCORPORATED ENGINEERING, HEALTH & SAFETY CONSULTANTS	DRAWN: CTO	DATE:
			CHECK: RAF	08/10/2021
			FILE #:	DWG.NO:
			7869-SL	C-2

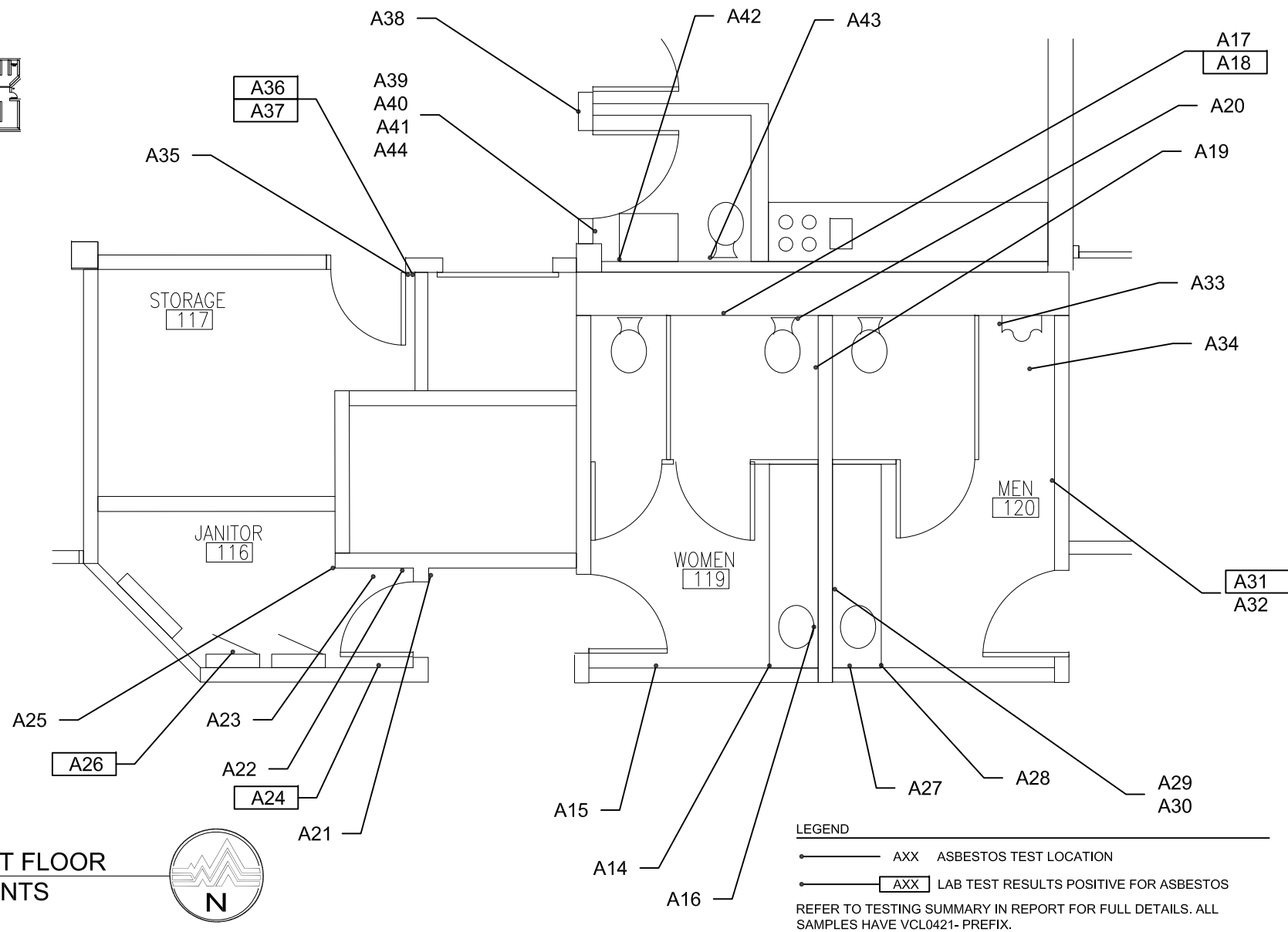
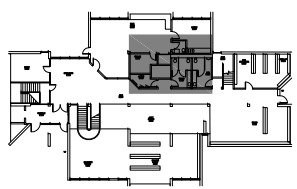


CITY OF VALDEZ

VALDEZ CONSORTIUM LIBRARY
VALDEZ, ALASKA
ASBESTOS SAMPLE LOCATIONS



DRAWN: CTO	DATE: 04/23/2021
CHECK: RAF	DWG.NO: C-1
FILE #: 7863-SL	



1
C-2

FIRST FLOOR
NTS

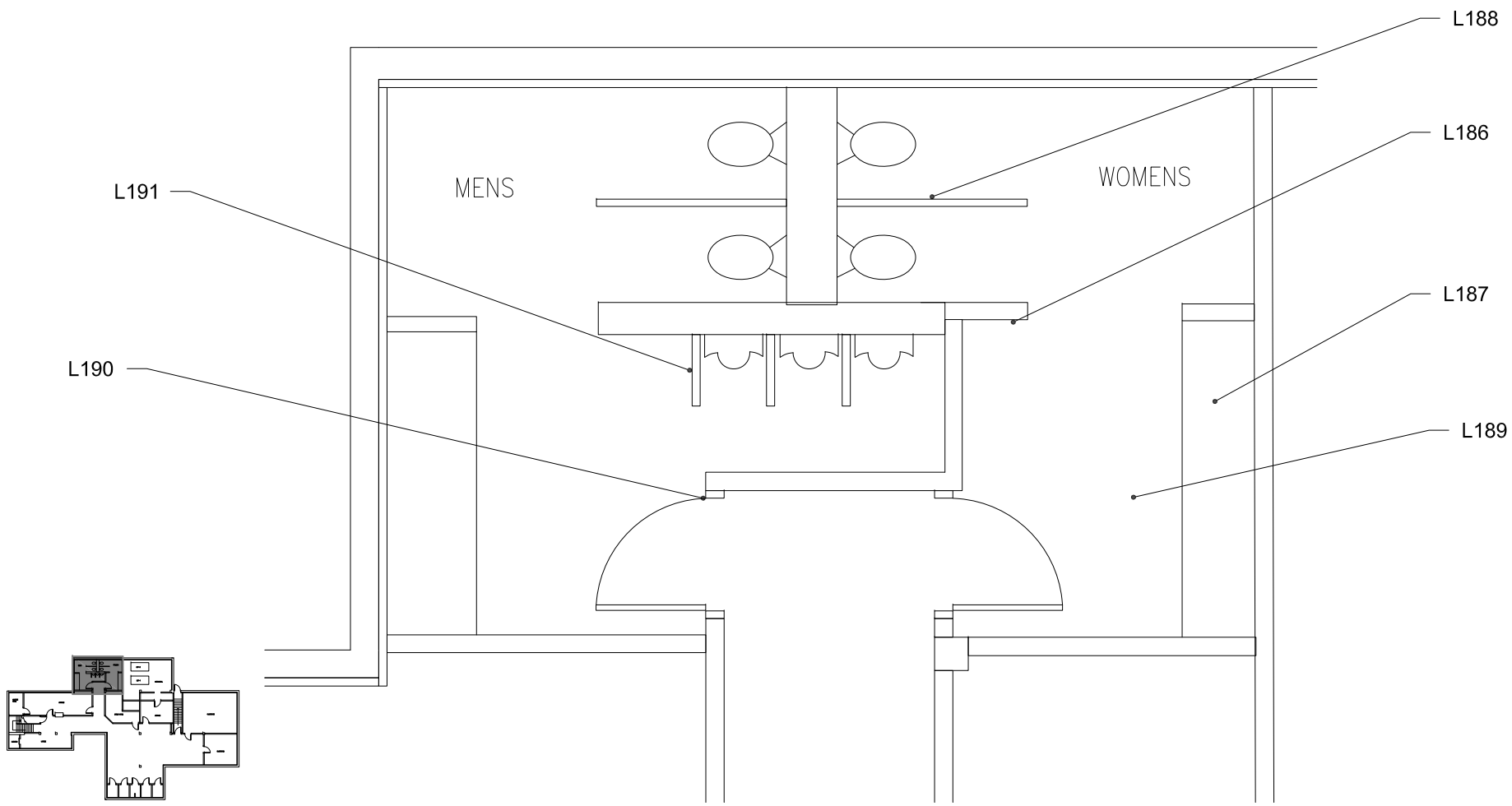


CITY OF VALDEZ

VALDEZ CONSORTIUM LIBRARY
VALDEZ, ALASKA
ASBESTOS SAMPLE LOCATIONS



DRAWN: CTO	DATE: 04/23/2021
CHECK: RAF	DWG.NO: C-2
FILE #: 7863-SL	



1
C-3

BASEMENT
NTS



LEGEND

- LXX LEAD TEST LOCATION
- LXX LEAD TEST CONTAINING ≥ 1.0 mg/cm² OF LEAD

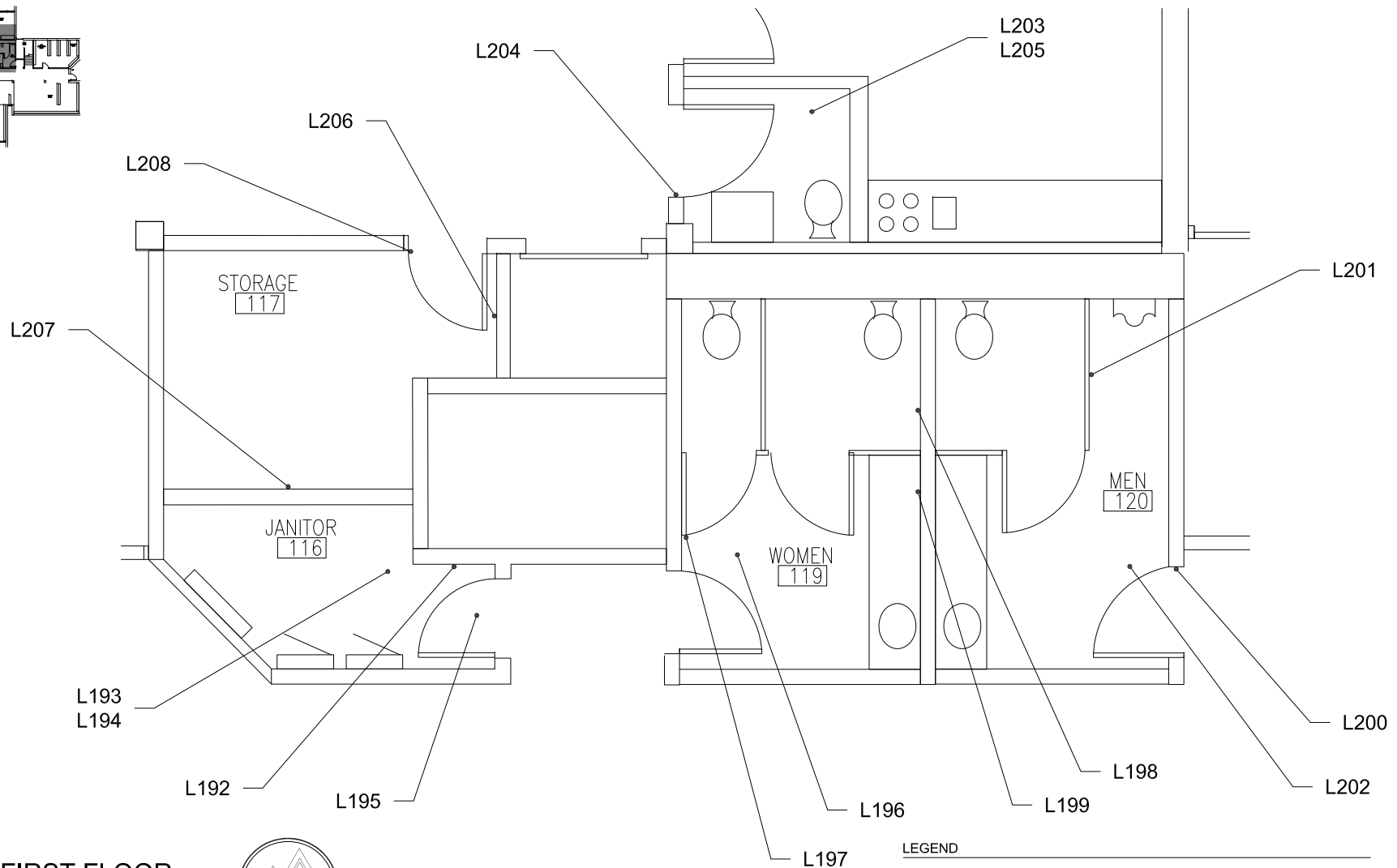
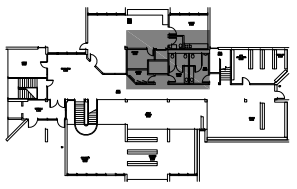
REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS.

CITY OF VALDEZ

VALDEZ CONSORTIUM LIBRARY
VALDEZ, ALASKA
LEAD SAMPLE LOCATIONS



DRAWN: CTO	DATE: 04/23/2021
CHECK: RAF	DWG.NO:
FILE #:	C-3
7863-SL	



1
C-4

FIRST FLOOR
NTS



LEGEND

- LXX LEAD TEST LOCATION
- LXX LEAD TEST CONTAINING ≥ 1.0 mg/cm² OF LEAD

REFER TO TESTING SUMMARY IN REPORT FOR FULL DETAILS.

CITY OF VALDEZ

VALDEZ CONSORTIUM LIBRARY
VALDEZ, ALASKA
LEAD SAMPLE LOCATIONS



DRAWN: CTO	DATE: 04/23/2021
CHECK: RAF	DWG.NO: C-4
FILE #: 7863-SL	

APPENDIX D

Prior Surveys by ATC Group Services, LLC



383 Industrial Way Suite 300
Anchorage, AK 99501 (907) 258-8661



Lab Code: 200124-0

Bulk Sample Analysis for Asbestos

ATC Project #: LL08600

Client Project #: 00387

Report #: 664629

Report By: J. Jaroma

Report Date: 12/02/2019

Client: Wolf Architecture, Inc.

625 S. Cobb, Suite 200
Palmer, AK 99645

Billing Number: 60039

Collected By: B. O'Bray

Collection Date: 11/15/2019

Analysis By: J. Hicklin

Analysis Date: 12/02/2019

Received By: J. Jaroma

Received Date: 11/21/2019

TAT: 5 Day

Sample Count: 10 **Layer Count:**
11

Project Name/Location: ATC: City Of Valdez

Comments: Public Library

Client ID #	ATC ID#	Location:			
001	AB19-7967A	N Wall			
Homogeneous		Material	Color	Layer	
No		Pre-Cast Seam Sealant	Gray	1 of 2	
Asbestos: None Detected					
Other Fibrous Material		Fibrous %			
Cellulose		Trace	Other Fibrous Materials: TRACE		
			Non-Fibrous Materials: 100%		

Client ID #	ATC ID#	Location:			
001	AB19-7967B	N Wall			
Homogeneous		Material	Color	Layer	
No		Insulation	Off-White	2 of 2	
Asbestos: None Detected					
Other Fibrous Material		Fibrous %			
Cellulose		Trace	Other Fibrous Materials: TRACE		
			Non-Fibrous Materials: 100%		

Client ID #	ATC ID#	Location:			
002	AB19-7968	NE Corner			
Homogeneous		Material	Color	Layer	
No		Pre-Cast Seam Sealant	Gray	1 of 1	
Asbestos: None Detected					
Other Fibrous Material		Fibrous %			
Cellulose		Trace	Other Fibrous Materials: TRACE		
			Non-Fibrous Materials: 100%		



383 Industrial Way Suite 300
Anchorage, AK 99501 (907) 258-8661



Lab Code: 200124-0

Bulk Sample Analysis for Asbestos

ATC Project #: LL08600

Report #: 664629

Client Project #: 00387

Report By: J. Jaroma

Report Date: 12/02/2019

Client ID #	ATC ID#	Location:			
003	AB19-7969	NE Corner			
Homogeneous		Material	Color		Layer
No		Concrete Aggregate	Gray		1 of 1
Asbestos: None Detected					
		Other Fibrous Material	Fibrous %		
		Cellulose	Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%					

Client ID #	ATC ID#	Location:			
004	AB19-7970	E Side			
Homogeneous		Material	Color		Layer
No		Concrete Aggregate	Gray		1 of 1
Asbestos: None Detected					
		Other Fibrous Material	Fibrous %		
		Cellulose	Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%					

Client ID #	ATC ID#	Location:			
005	AB19-7971	S Side At Doorway			
Homogeneous		Material	Color		Layer
No		Door Sealant	Tan		1 of 1
Asbestos: None Detected					
Other Fibrous: None Detected					
Non-Fibrous Materials: 100%					

Client ID #	ATC ID#	Location:			
006	AB19-7972	SW Corner			
Homogeneous		Material	Color		Layer
No		Concrete Aggregate	Gray		1 of 1
Asbestos: None Detected					
		Other Fibrous Material	Fibrous %		
		Cellulose	Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%					

Client ID #	ATC ID#	Location:			
007	AB19-7973	W Side			
Homogeneous		Material	Color		Layer
No		Concrete Aggregate	Gray		1 of 1
Asbestos: None Detected					
		Other Fibrous Material	Fibrous %		
		Cellulose	Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%					



383 Industrial Way Suite 300
Anchorage, AK 99501 (907) 258-8661



Lab Code: 200124-0

Bulk Sample Analysis for Asbestos

ATC Project #: LL08600

Report #: 664629

Client Project #: 00387

Report By: J. Jaroma

Report Date: 12/02/2019

Client ID #	ATC ID#	Location:			
008	AB19-7974	W Side			
Homogeneous		Material	Color		Layer
No		Pre-Cast Seam Sealant	Off-White		1 of 1
Asbestos: None Detected					
		Other Fibrous Material	Fibrous %		
		Cellulose	Trace	Other Fibrous Materials: TRACE	
				Non-Fibrous Materials: 100%	

Client ID #	ATC ID#	Location:			
009	AB19-7975	W Side			
Homogeneous		Material	Color		Layer
No		Window Sealant	Gray		1 of 1
		Asbestos Type	Asbestos %	% Asbestos: 8%	
		Chrysotile	8%		
		Other Fibrous Material	Fibrous %	Other Fibrous Materials: 2%	
		Cellulose	2%	Non-Fibrous Materials: 90%	

Client ID #	ATC ID#	Location:			
010	AB19-7976	W Side			
Homogeneous		Material	Color		Layer
No		Window Sealant	Gray		1 of 1
		Asbestos Type	Asbestos %	% Asbestos: 8%	
		Chrysotile	8%		
		Other Fibrous Material	Fibrous %	Other Fibrous Materials: 2%	
		Cellulose	2%	Non-Fibrous Materials: 90%	

Joel Hicklin, Laboratory Technical Manager

12/02/2019
Date

Date

12/02/2019
Date

Analysis performed by: EPA Method 600/M4-82-020 or EPA Method 600/R-93/116, at the discretion of the client or ATC. All quantities reported are based on visual estimation by PLM, unless point-counting method is requested and noted for the sample. Test report relates only to items tested and must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. Test reports must not be reproduced without the approval of ATC, and are subject to ATC General Terms and Conditions (available upon request).

CHAIN OF CUSTODY RECORD – ANALYTICAL REQUEST

ANALYSIS REQUESTED (circle) <u>PM</u> ST T BS WC S OTHER	TURNAROUND REQUESTED <u>48hr</u>	NO. OF SAMPLES	COLLECTION DATE: <u>9/19/17</u>
ANALYZED BY: <u>[Signature]</u>	DATE/TIME <u>9/21/17</u>	SAMPLES RECEIVED BY	DATE/TIME
SHIPPING METHOD <u>N/A</u>	COURIER (signature) <u>[Signature]</u>	SAMPLES RECEIVED BY <u>GC</u>	DATE/TIME <u>9.21.17</u>

COMMENT: Mold visually seen along north wall of small rooms is basement

PM Lead

LA- 025586

SAMPLE ID#	MATERIAL	LOCATION	COMMENTS
001	joint cmp	reserved book Room, Basement	
002	joint cmp ^{low base}	reserved book Room Basement	
003	joint cmp ^{low base}	Room 3 basement	
004	wall paper adhesive	Room 4 basement	
005	leveling compound	Room 4 basement	
006	joint cmp	Main Room basement	
007	wall paper adhesive	avido vis Room Basement	
008	joint cmp	conference Room basement	
009	joint cmp	mechanical Room Basement	
010	joint cmp	Basement Bath Room	
011	joint cmp	lounge @ soffit	
012	ceiling tile	"	
013	carpet mastic	Head Librarian's office	
014	carpet mastic	lounge	
015	joint cmp	main floor, ground level	

P-001 - Head Librarian's office

CHAIN OF CUSTODY RECORD – ANALYTICAL REQUEST

ANALYSIS REQUESTED (circle) ST T BS WC S OTHER	TURNAROUND REQUESTED	NO. OF SAMPLES	COLLECTION DATE:
RELINQUISHED BY:	DATE/TIME	SAMPLES RECEIVED BY	DATE/TIME
SHIPPING METHOD	COURIER (signature)	SAMPLES RECEIVED BY	DATE/TIME

COMMENTS

SAMPLE ID#	MATERIAL	LOCATION	COMMENTS
016	joint comp	@ mens bath entrance, ground floor	
017	carpet mastic	"	"
018	caulk mastic	"	"
019	joint comp/caulk mastic	2nd Floor	
020	carpet mastic	"	"
021	wall paper adhesive	"	"
022	carpet mastic	"	"
023	" "	stairs to 2nd floor	

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586

Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client: City of Valdez
 PO Box 307
 Valdez, AK 99686
 Billing Number: 26008

Collected By: B. O'Bray
 Collection Date: 09/19/2017
 Analysis By: G. Caudill
 Analysis Date: 09/21/2017
 Received By: G. Caudill
 Received Date: 09/21/2017

TAT: 48 Hour

Sample Count: 23 Layer Count: 26

Project Name/Location: WEC: Valdez Public Library

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
001	AB17-6346	Reserved Book Room, Basement	No	Joint Compound	Off-White	1 of 1
Asbestos: None Detected						
Other Fibrous Material		Fibrous %		Other Fibrous Materials: TRACE		
Cellulose		Trace		Non-Fibrous Materials: 100%		

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
002	AB17-6347A	Reserved Book Room, Basement	No	Joint Compound	Off-White	1 of 2
Asbestos: None Detected						
Other Fibrous Material		Fibrous %		Other Fibrous Materials: TRACE		
Cellulose		Trace		Non-Fibrous Materials: 100%		

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
002	AB17-6347B	Reserved Book Room, Basement	No	Cove Base Mastic	Yellow	2 of 2
Asbestos: None Detected						
Other Fibrous Material		Fibrous %		Other Fibrous Materials: TRACE		
Cellulose		Trace		Non-Fibrous Materials: 100%		

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
003	AB17-6348A	Room 3 Basement	No	Joint Compound	Off-White	1 of 2
Asbestos: None Detected						
Other Fibrous Material		Fibrous %		Other Fibrous Materials: TRACE		
Cellulose		Trace		Non-Fibrous Materials: 100%		

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586

Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
003	AB17-6348B	Room 3 Basement	No	Cove Base Mastic	Tan	2 of 2
Asbestos: None Detected						
Other Fibrous Material				Fibrous %		
Cellulose				Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%						

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
004	AB17-6349	Room 4 Basement	No	Wall Paper Adhesive	Tan	1 of 1
Asbestos: None Detected						
Other Fibrous Material				Fibrous %		
Cellulose				Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%						

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
005	AB17-6350	Room 4 Basement	No	Leveling Compound	Off-White	1 of 1
Asbestos: None Detected						
Other Fibrous Material				Fibrous %		
Cellulose				Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%						

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
006	AB17-6351	Main Room Basement	No	Joint Compound	Off-White	1 of 1
Asbestos: None Detected						
Other Fibrous Material				Fibrous %		
Cellulose				Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%						

Client ID #	WL ID#	Location:	Homogenous	Material	Color	Layer
007	AB17-6352	Audio Visual Room Basement	No	Wall Paper Adhesive	Tan	1 of 1
Asbestos: None Detected						
Other Fibrous Material				Fibrous %		
Cellulose				Trace	Other Fibrous Materials: TRACE	
Non-Fibrous Materials: 100%						

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586

Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client ID # WL ID# Location:
008 AB17-6353 Conference Room Basement

Homogenous	Material	Color	Layer
No	Joint Compound	Off-White	1 of 1

Asbestos: None Detected	
Other Fibrous Material	Fibrous %
Cellulose	Trace

Other Fibrous Materials: TRACE

Non-Fibrous Materials: 100%

Client ID # WL ID# Location:
009 AB17-6354 Mechanical Room Basement

Homogenous	Material	Color	Layer
No	Joint Compound	Off-White	1 of 1

Asbestos: None Detected	
Other Fibrous Material	Fibrous %
Cellulose	Trace

Other Fibrous Materials: TRACE

Non-Fibrous Materials: 100%

Client ID # WL ID# Location:
010 AB17-6355 Basement Boiler Room

Homogenous	Material	Color	Layer
No	Joint Compound	Off-White	1 of 1

Asbestos: None Detected	
Other Fibrous Material	Fibrous %
Cellulose	Trace

Other Fibrous Materials: TRACE

Non-Fibrous Materials: 100%

Client ID # WL ID# Location:
011 AB17-6356 Lounge At Soffit

Homogenous	Material	Color	Layer
No	Joint Compound	Off-White	1 of 1

Asbestos: None Detected	
Other Fibrous Material	Fibrous %
Cellulose	Trace

Other Fibrous Materials: TRACE

Non-Fibrous Materials: 100%

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586

Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client ID #	WL ID#	Location:		
012	AB17-6357	Lounge At Soffit		
Homogenous		Material	Color	Layer
No		Ceiling Tile	Tan	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Cellulose		40%	Other Fibrous Materials: 70%	
Mineral Wool		30%	Non-Fibrous Materials: 30%	

Client ID #	WL ID#	Location:		
013	AB17-6358	Head Librarians Office		
Homogenous		Material	Color	Layer
No		Carpet Mastic	Yellow/Brown	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Cellulose		Trace	Other Fibrous Materials: TRACE	
			Non-Fibrous Materials: 100%	

Client ID #	WL ID#	Location:		
014	AB17-6359	Lounge		
Homogenous		Material	Color	Layer
No		Carpet Mastic	Yellow/Brown	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Cellulose		Trace	Other Fibrous Materials: TRACE	
			Non-Fibrous Materials: 100%	

Client ID #	WL ID#	Location:		
015	AB17-6360	Main Floor, Ground Level		
Homogenous		Material	Color	Layer
No		Joint Compound	White	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %		
Cellulose		Trace	Other Fibrous Materials: TRACE	
			Non-Fibrous Materials: 100%	

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586

Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client ID #	WL ID#	Location:		
016	AB17-6361	At Men's Bath Entrance Ground Floor		
Homogenous		Material	Color	Layer
No		Joint Compound	Off-White	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	

Client ID #	WL ID#	Location:		
017	AB17-6362	At Men's Bath Entrance Ground Floor		
Homogenous		Material	Color	Layer
No		Carpet Mastic	Yellow	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	

Client ID #	WL ID#	Location:		
018	AB17-6363	At Men's Bath Entrance Ground Floor		
Homogenous		Material	Color	Layer
No		Cove Base Mastic	Yellow/Brown	1 of 1
Asbestos Type		Asbestos %	% Asbestos: 4%	
Chrysotile		4%	Non-Fibrous Materials: 96%	
Other Fibrous: None Detected				

Client ID #	WL ID#	Location:		
019	AB17-6364A	2nd Floor		
Homogenous		Material	Color	Layer
No		Joint Compound	Off-White	1 of 2
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586

Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client ID #	WL ID#	Location:		
019	AB17-6364B	2nd Floor		
Homogenous		Material	Color	Layer
No		Cove Base Mastic	Brown/Yellow	2 of 2
Asbestos Type		Asbestos %		
Chrysotile		4%	% Asbestos: 4%	
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 96%	

Client ID #	WL ID#	Location:		
020	AB17-6365	2nd Floor		
Homogenous		Material	Color	Layer
No		Carpet Mastic	Yellow	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	

Client ID #	WL ID#	Location:		
021	AB17-6366	2nd Floor		
Homogenous		Material	Color	Layer
No		Wall Paper Adhesive	Tan	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	

Client ID #	WL ID#	Location:		
022	AB17-6367	2nd Floor		
Homogenous		Material	Color	Layer
No		Carpet Mastic	Tan	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	

Bulk Sample Analysis for Asbestos

WL Project #: LA-025586


Report #: 634988

Client Project #: 565-17

Report By: R. Briggs

Report Date: 09/25/2017

Client ID #	WL ID#	Location:		
023	AB17-6368	Stairs To 2nd Floor		
Homogenous		Material	Color	Layer
No		Carpet Mastic	Yellow	1 of 1
Asbestos: None Detected				
Other Fibrous Material		Fibrous %	Other Fibrous Materials: TRACE	
Cellulose		Trace	Non-Fibrous Materials: 100%	



 Grant Caudill, Lab Analyst

09/25/2017

 Date



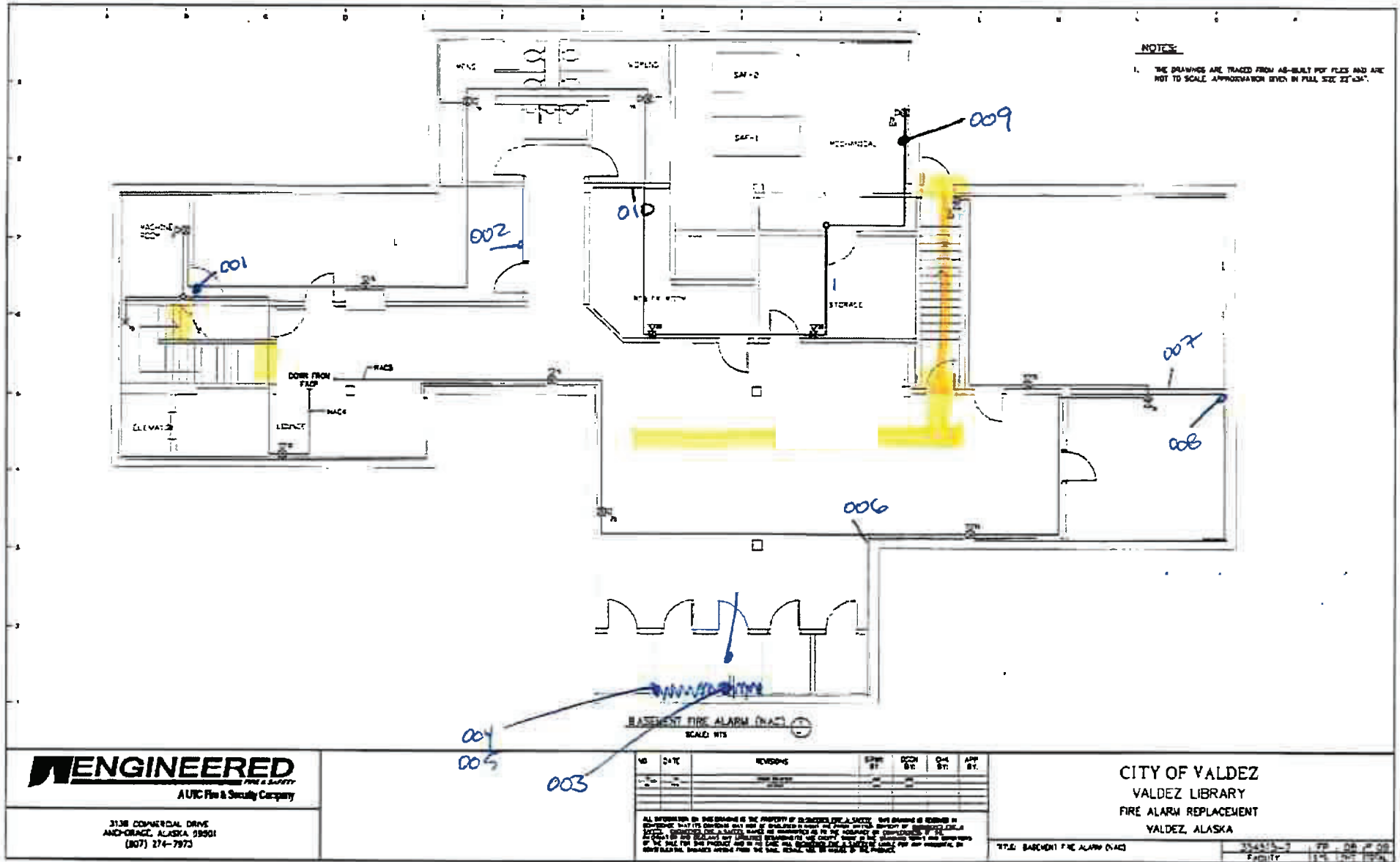
 Joel Hicklin, Laboratory Technical Manager

09/25/2017

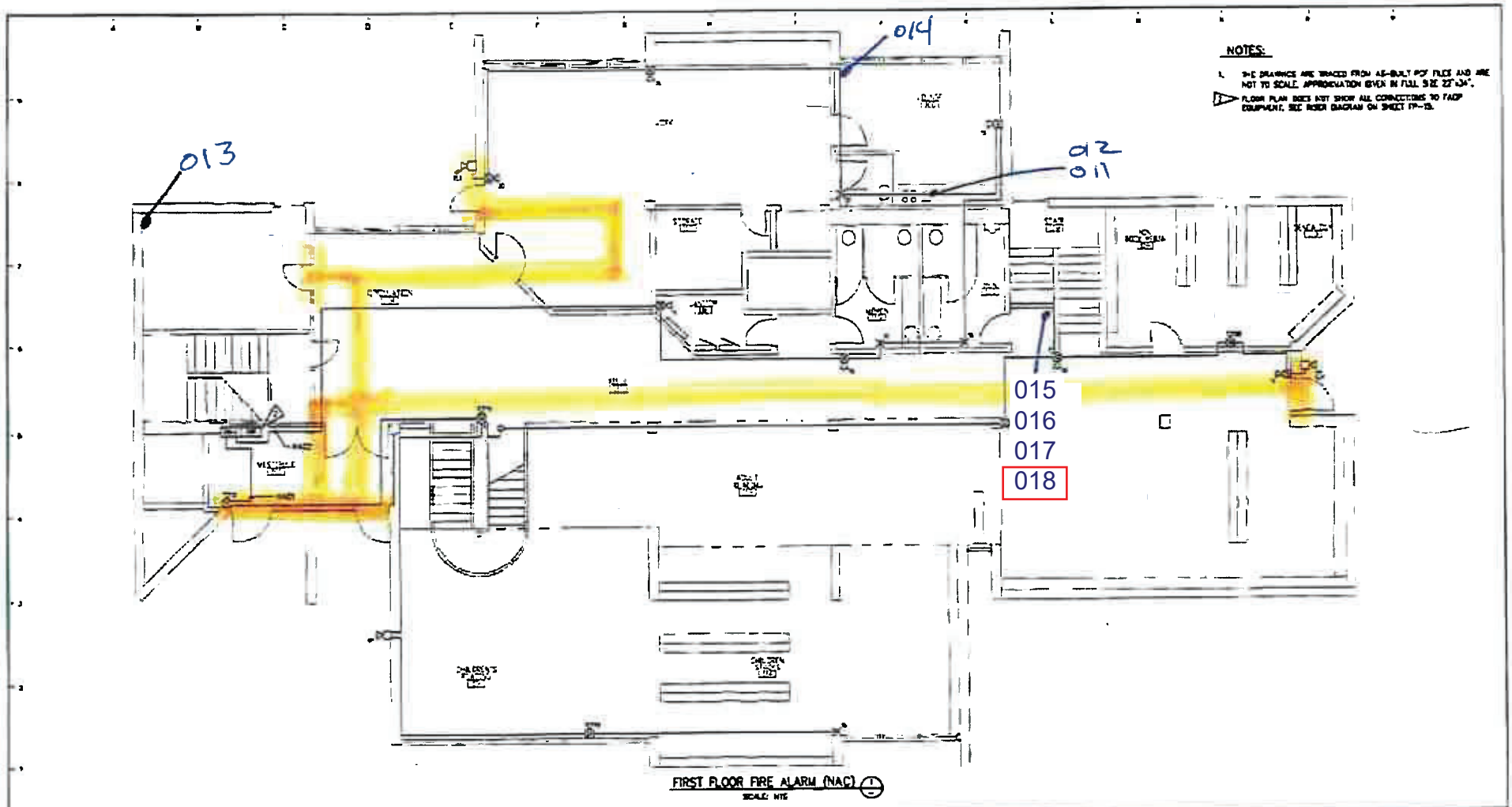
 Date

Analysis performed by: EPA Method 600/M4-82-020 or EPA Method 600/R-93/116, at the discretion of the client or WEC. All quantities reported are based on visual estimation by PLM, unless point-counting method is requested and noted for the sample. Test report relates only to items tested and must not be used by client to claim product endorsement by NVLAP or any agency of the U.S. Government. Test reports must not be reproduced without the approval of WEC, Inc., and are subject to WEC, Inc. General Terms and Conditions (available upon request).

Samples collected by ATC Group Services on September 19, 2017



Samples collected by ATC Group Services on September 19, 2017



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 2. FLOOR PLAN DOES NOT SHOW ALL CONNECTIONS TO FACILITY EQUIPMENT. SEE ROOF DIAGRAM ON SHEET FF-15.

FIRST FLOOR FIRE ALARM (NAC)
 SCALE: NTC

ENGINEERED
 FIRE & SAFETY
 A UTC Fire & Security Company

3158 COMMERCIAL DRIVE
 ANCHORAGE, ALASKA 99501
 (907) 274-7973

NO.	DATE	REVISIONS	DRN	CHK	APP

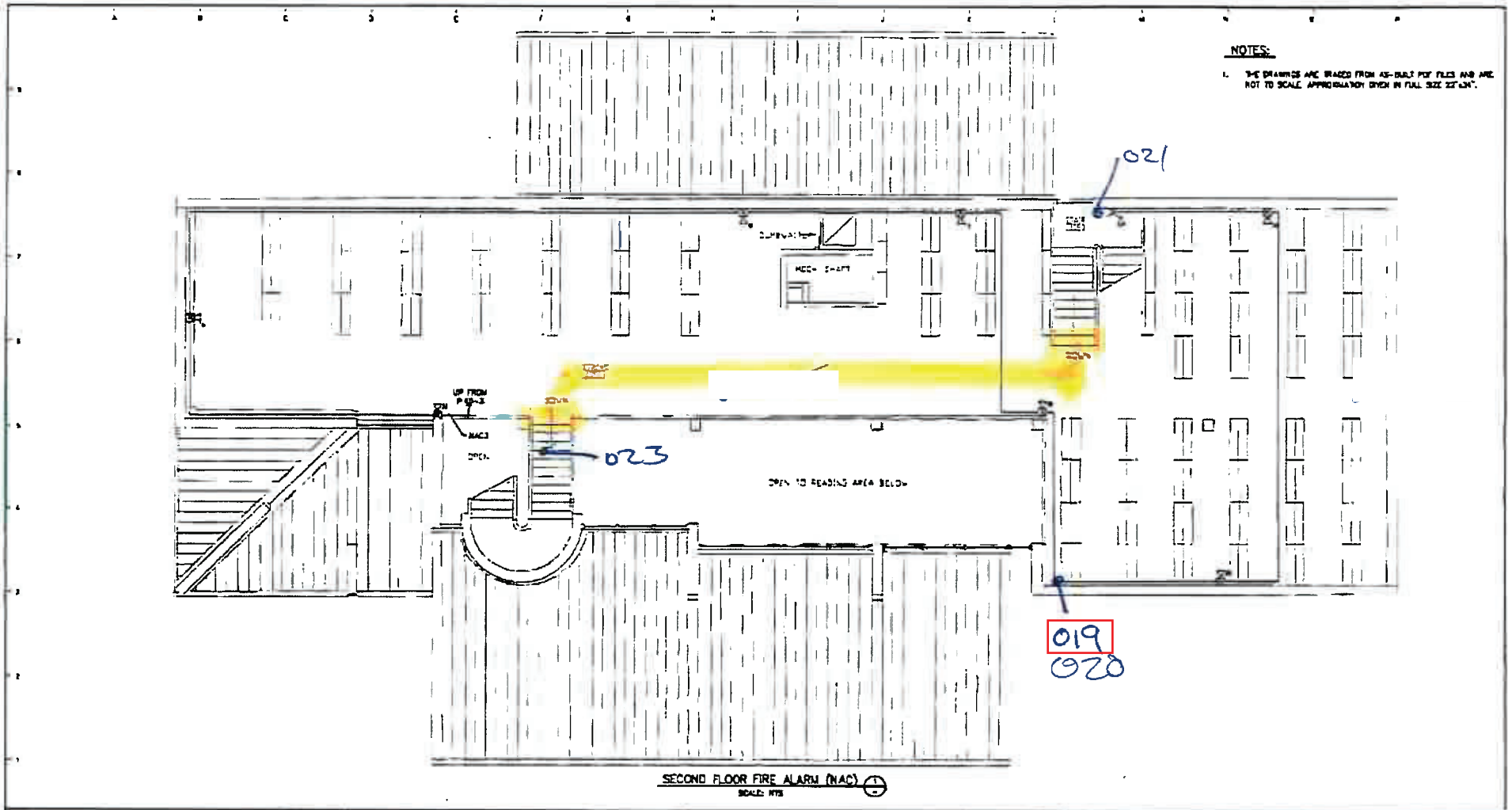
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CITY OF VALDEZ
 VALDEZ LIBRARY
 FIRE ALARM REPLACEMENT
 VALDEZ, ALASKA

FF-15: FIRST FLOOR FIRE ALARM (NAC)

DATE: 10/10/17
 DRAWN BY: J. J. JENSEN
 CHECKED BY: J. J. JENSEN
 APPROVED BY: J. J. JENSEN

Samples collected by ATC Group Services on September 19, 2017



NOTES:
 1. THE DRAWINGS ARE TRACED FROM AS-BUILT PDF FILES AND ARE NOT TO SCALE. APPROXIMATION GIVEN IN FULL SIZE 22"x34".

ENGINEERED
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 A LIRC Fire & Security Company

3128 COMMERCIAL DRIVE
 ANCHORAGE, ALASKA 99501
 (807) 714-7873

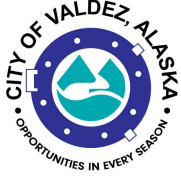
NO.	DATE	REVISIONS	Drawn BY	Check BY	App BY

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CITY OF VALDEZ
 VALDEZ LIBRARY
 FIRE ALARM REPLACEMENT
 VALDEZ, ALASKA

TITLE: SECOND FLOOR FIRE ALARM (NAC)

154115-2 - EP - 07 P. 02
 100% 100% 100%



Legislation Text

File #: 25-0089, **Version:** 1

ITEM TITLE:

Approval to Purchase Portable and Mobile Radios from L3Harris Technologies for the Valdez Police Department in the Amount of \$121,549.70

SUBMITTED BY: Matthew Osburn, IT Director

FISCAL NOTES:

Expenditure Required: 121,549.70 (2024 State Homeland Security Grant Funding)

Unencumbered Balance: 128,000.00

Funding Source: 350-3500-49500

RECOMMENDATION:

Purchase 15 Radios for Police Department from L3Harris Technologies in the Amount of \$121,549.70 using Federal Fiscal Year 2024 State Homeland Security Program (SHSP) Grant Funding.

SUMMARY STATEMENT:

The city was awarded \$128,000 of the \$367,500 requested by the SHSP Grant. The IT Department is using awarded grant funds to order 9 Portable and 7 Mobile radios. This brings our current portables to 15 of the 25 and 8 of the 25 mobile radios that are needed for PD. Continued funding is being sought for the remaining radios needed for both the police and fire department.

2024 State Homeland Security Program (SHSP)
Jurisdiction Total Allocations

Jurisdiction	Funding
AK Dept of Public Safety	\$ 866,152.00
Anchorage, Muni of	\$ 103,820.00
Bethel, City of	\$ 9,000.00
Cordova, City of	\$ 41,180.00
Division of Elections	\$ 130,883.00
Fairbank North Star Bor	\$ 49,000.00
Fairbanks, City of	\$ 59,000.00
Homer, City of	\$ 330,628.00
Juneau, City and Bor	\$ 122,100.00
Kenai, City of	\$ 5,500.00
Ketchikan Gateway Bor	\$ 55,000.00
Ketchikan, City of	\$ 41,000.00
Kodiak Island Bor School District	\$ 128,352.00
Matanuska-Susitna Bor	\$ 118,788.00
Matanuska-Susitna Bor School District	\$ 40,000.00
North Pole, City of	\$ 136,500.00
Palmer, City of	\$ 218,180.00
Sitka, City and Bor	\$ 80,096.00
Skagway, Muni of	\$ 37,900.00
Southeast Island School District	\$ 262,000.00
St Paul, City of	\$ 16,630.00
Unalaska City School District	\$ 169,350.00
Unalaska, City of	\$ 103,350.00
Valdez, City of	\$ 128,000.00
Whittier, City of	\$ 37,791.00
Total Allocations	\$ 3,290,200.00

Quote Name: CITY OF VALDEZ_XL200_295766_02122025

 Date: 2/12/2025 **Valid for 30 days**

 Erik Skilbred
 Emergency Services Systems Administrator
 212 Chenega Ave.
 PO Box 307
 Valdez, AK 99686
 Main: 907.834.3453
 Direct : 907.834.3480

 Sales POC: Jennine Weber
 Sr. Spec., Sales/Account Manager
 Public Safety and Professional Communications
 1-503-724-1273
 jennine.weber@l3harris.com

L3Harris' Internal Use Only	
Quote by:	C.Corrigan
CRM #	
CCC Case #	INC-000351241/INC-000351529

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
XL-200 Portable							
1	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	9	\$ 3,950.00	26%	\$ 2,923.00	\$ 26,307.00
2	XL-Y3EWP	SERVICE ASSIST, EXT WARRANTY 3YR, XL200P	9	\$ 220.00	0%	\$ 220.00	\$ 1,980.00
3	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	9	\$ 0.01	100%	\$ -	\$ -
4	XL-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	9	\$ 700.00	26%	\$ 518.00	\$ 4,662.00
5	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	9	\$ 275.00	26%	\$ 203.50	\$ 1,831.50
6	XL-PL8Y	FEATURE, ENCRYPTION LITE	9	\$ 0.01	100%	\$ -	\$ -
7	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	9	\$ 785.00	26%	\$ 580.90	\$ 5,228.10
8	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	9	\$ 1,800.00	26%	\$ 1,332.00	\$ 11,988.00
9	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	9	\$ 1,795.00	26%	\$ 1,328.30	\$ 11,954.70
10	XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	9	\$ 215.00	26%	\$ 159.10	\$ 1,431.90
11	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	9	\$ 125.00	26%	\$ 92.50	\$ 832.50
12	XL-AE4B	SPEAKER MICROPHONE,EMER BUTTON	9	\$ 255.00	26%	\$ 188.70	\$ 1,698.30
13	XL-HC3L	BELT CLIP,METAL	9	\$ 35.00	26%	\$ 25.90	\$ 233.10
Subtotal							\$ 68,147.10
XL-200 Mobile							
14	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	6	\$ 4,275.00	26%	\$ 3,163.50	\$ 18,981.00
15	XZ-Y3EWP	SERVICE ASSIST,EXT WARRANTY 3 YR, XL200M	6	\$ 275.00	0%	\$ 275.00	\$ 1,650.00
16	XZ-PL4J	FEATURE, VHF BAND	6	\$ 600.00	26%	\$ 444.00	\$ 2,664.00
17	XZ-PL8Y	FEATURE, ENCRYPTION LITE	6	\$ 0.01	100%	\$ -	\$ -
18	XZ-PL4F	FEATURE, PHASE 2 TDMA	6	\$ 275.00	26%	\$ 203.50	\$ 1,221.00
19	XZ-PL5L	FEATURE, OTAR	6	\$ 700.00	26%	\$ 518.00	\$ 3,108.00
20	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	6	\$ 785.00	26%	\$ 580.90	\$ 3,485.40
21	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	6	\$ 1,800.00	26%	\$ 1,332.00	\$ 7,992.00
22	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	6	\$ 495.00	26%	\$ 366.30	\$ 2,197.80
23	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	6	\$ 105.00	26%	\$ 77.70	\$ 466.20
24	XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	6	\$ 210.00	26%	\$ 155.40	\$ 932.40
25	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	6	\$ 80.00	26%	\$ 59.20	\$ 355.20
26	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	6	\$ 60.00	26%	\$ 44.40	\$ 266.40
27	XZ-CP6A	CONTROL UNIT, XL-CH	6	\$ 1,850.00	26%	\$ 1,369.00	\$ 8,214.00
28	XZ-CA6E	CABLE, XL-MOBILE, SPEAKER & USB	6	\$ 175.00	26%	\$ 129.50	\$ 777.00
Subtotal							\$ 52,310.40
Estimated Shipping							\$ 1,092.20
Lead time is subject to material availability at time of order							Total Sale Price \$ 121,549.70

Terms and Conditions:

The Terms and Conditions are governed by the agreement between L3Harris Technologies and Sourcewell Public Safety Communications Technology and Hardware Solutions. This Quote is issued pursuant to Sourcewell Contract 042021-L3H, and SIT#295766. In accordance with Section 6.B. of the Sourcewell Contract, L3Harris has supplied additional terms and conditions customary to the industry, as well as specific to the technology being proposed. City of Valdez, Valdez, Alaska Sourcewell Membership ID# 18918.

1. Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.

2. Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.



L3Harris Technologies, Inc.
 Public Safety and Professional Communications
 221 Jefferson Ridge Parkway
 Lynchburg, Virginia 24501
 Phone: 1-800-368-3277
 Fax: 321-409-4393

Erik Skilbred
 Emergency Services Systems Administrator
 212 Chenega Ave.
 PO Box 307
 Valdez, AK 99686
 Main: 907.834.3453
 Direct : 907.834.3480

Sr. Spec., Sales/Account Manager
 Public Safety and Professional Communications
 1-503-724-1273
 jennine.weber@l3harris.com

L3Harris' Internal Use Only	
Quote by:	C. Corrigan
CRM #	
CCC Case #	INC-000351241/INC-000351529

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
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L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



Project Budget Details 2024 State Homeland Security Program Valdez, City of Reported Revision 0

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance	
1	Equipment	Interop. Commun	Law Enforcement	State:	\$0.00	\$0.00	\$0.00	
<input type="checkbox"/> EHP	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA		Federal:	\$72,000.00	\$0.00	\$72,000.00	
Item: Portable Radios								
Description: Portable radios for the City's Public Safety Department.								
Investment: Equipment and Capital Projects								
2	Equipment	Interop. Commun	Law Enforcement	State:	\$0.00	\$0.00	\$0.00	
<input type="checkbox"/> EHP	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA		Federal:	\$56,000.00	\$0.00	\$56,000.00	
Item: Mobile Radios								
Description: Mobile radios for the City's Public Safety department.								
Investment: Equipment and Capital Projects								
					Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
					State:	\$0.00	\$0.00	\$0.00
					Federal:	\$128,000.00	\$128,000.00	\$0.00
					Grand Total:	\$128,000.00	\$128,000.00	\$0.00
								\$128,000.00

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2024 State Homeland Security Program (SHSP) Grant Application Coversheet

Application Deadline 11:59 p.m., Monday, February 12, 2024

Application Checklist

- Application Package includes the following:
 1. Completed Federal Fiscal Year (FFY) 2024 State Homeland Security Program (SHSP) Grant Application Coversheet.
 2. Completed Federal Fiscal Year (FFY) 2024 State Homeland Security Program (SHSP) Grant Project Application Form(s). **Must complete one form for each individual project.**
 3. Signatory Authority Form with required three (3) signatures for jurisdiction (available at <https://ready.alaska.gov/Grants>)
 4. Proof of local jurisdiction Citizen Corps national database registration to support Citizen Corps/ Community Emergency Response Team (CERT) projects, if applicable.
 5. Jurisdiction's Procurement Policy
 6. Jurisdiction's Travel Policy (if travel is being requested)
If items 5 and 6 are available online, provide the web address(es) here: _____ Procurement Policy: <https://www.codepublishing.com/AK/Valdez/#!/Valdez02/Valdez0280.html>
 7. Print-out of Jurisdiction's www.SAM.gov Entity Overview record displaying the jurisdiction's UEI Number
- Attach any applicable Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) related to the inter-agency project.
- Attach your jurisdiction's last financial audit. Electronic copies are acceptable. If the document is available online, you may provide the web address here: <https://ak-valdez.civicplus.com/318/City-Budget-and-Financial-Statements>

Jurisdiction:	City of Valdez
Responsible Borough: (if applicable)	N/A

Submissions for a jurisdiction under a Borough are no longer required to be coordinated through the Borough. Jurisdictions may submit their applications independently of the Borough unless otherwise stated in the Borough's policy. However, jurisdictions within a Borough should consider a courtesy copy to the Borough to strengthen prevention, protection, mitigation, response, and recovery within the whole community.

Only five (5) projects per jurisdiction may be submitted. There is a limit of no more than three (3) equipment projects. An additional AlaskaEx exercise may be included for a total of six (6) projects.

			<u>Complete Applicable Boxes Below</u>			Funding Request
			<u>Is the project:</u>			
Project Priority	Project Budget Category (drop-down options)	Project Title	Law Enforcement Related	National Priority Related	AK Assessment or WICF Gap? Yes or No	
1	Equipment	Valdez Public Safety Portable Radios	Yes	Yes	No	\$200,000
2	Equipment	Valdez Public Safety Mobile Radios	Yes	Yes	No	\$167,500
	Choose an item.					\$
	Choose an item.					\$
	Choose an item.					\$
AlaskaEx						\$
Total Requested SHSP Funds:						\$367,500

Jurisdiction Point of Contact for Project Applications

Name: Jordan Nelson

Telephone Number: (907) 834-3461

Address: 212 Chenega Ave. P.O. Box 307 Valdez, AK 99686

Fax Number: (907) 835-5574

Email Address: jnelson@valdezak.gov

Certification and Authorization to Submit Application

By signature below, the undersigned certify and acknowledge:

the jurisdiction has a financial management system in accordance with the 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, §200.300-.309 *Standards for Financial and Program Management* and;

the jurisdiction complies with all local procurement policies and procedures and conforms to applicable state and federal law and the standards identified in 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, §200.317-.326 *Procurement Standards* to include having a written code of standards when using federal funds and;

the undersigned has been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of the grant award.

Jurisdiction Financial Officer

Printed Name: Jordan Nelson

Signature

Jurisdiction Signatory Official

Printed Name: John Douglas

Signature

Project Applications and Cover Sheet may be submitted electronically (in PDF format with complete signatures) or by mail or fax to:

**Division of Homeland Security and Emergency Management
Attn: Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750**

**Email: mva.grants@alaska.gov
Fax: (907) 428-7009 / Phone: (907) 428-7000 or 1-800-478-2337**

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2024 State Homeland Security Program (SHSP) Grant Project Application

Application Deadline 11:59 p.m., Monday, February 12, 2024

Please contact mva.grants@alaska.gov or call the Grants Section at 907-428-7000/1-800-478-2337 if you have any questions regarding this application.

This form must be completed for each individual project. To qualify as a single project, the pieces of the project must be integral towards achieving one precise objective. Please see examples in the State Overview and Guidelines.

Ensure all questions on this form are completed. Questions that are left blank will receive a score of 0.

Please duplicate this form as necessary.

Jurisdiction:	City of Valdez	
Amount Requested	\$200,000	<input checked="" type="checkbox"/> Law Enforcement Related
Project Title	Valdez Public Safety Portable Radios	
Project Priority <small>Up to five (5) projects may be submitted.</small>	1	<input checked="" type="checkbox"/> National Priority Related Comm Prep and Resilience
Choose the budget category	<input type="checkbox"/> Exercise	<input checked="" type="checkbox"/> Equipment
	<input type="checkbox"/> Planning	<input type="checkbox"/> Training
Is this a continuation project from a previous grant year?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No If yes, which grant year? N/A	

1. Describe the project. (Make sure to include what the project is, who the project is for, how the project will help the jurisdiction, quantity of items, etc.)

The City of Valdez (City) requests \$200,000 in State Homeland Security Program grant funds to purchase 25 new portable radios for the Valdez Police Department (VPD). These radios will replace current obsolete equipment with radios compliant with the modern standard known as TDMA Phase II—a component of the Project 25 (P25) radio standards (standards and specifications administered by the Department of Homeland Security (DHS) Office for Interoperability and Compatibility (OIC)).

The VPD’s portable radios are at the end of useful life and have experienced repeated failures in recent years, compromising the officers’ ability to call for backup or communicate in emergency situations. Outdated and noncompliant radios pose a threat to Valdez and the State of Alaska at large. The Valdez Public Safety Portable Radios Project (Project) seeks to address these issues by replacing outdated radios with modern, federally compliant devices that enhance communication reliability, coverage, and interoperability.

Valdez is a member of the Alaska Land Mobile Radio (ALMR) system—a federal, state, and municipal partnership with 86 towers around the state. **It is a requirement of ALMR that members transition to upgraded TDMA Phase II technology to continue membership**, as software updates to ALMR will no longer support out-of-date radios.

The primary beneficiaries of the Project are VPD law enforcement officers. The VPD provides law enforcement response for the 270 square miles within the City of Valdez, including the Alyeska Marine Terminal, and up to 60 miles or more outside of City limits. In addition to patrol work, traffic enforcement, security checks, and 911 response, the VPD has various specialty departments and programs. The radios

will also benefit the wider community and support coordination with other agencies during joint emergency responses by improving communication capabilities, reducing response times and enhancing overall public safety.

Valdez, most well known as the southern terminus for the Trans-Alaska Oil Pipeline, is located in south-central Alaska near the head of a deep fjord in the Prince William Sound. With a population of approximately 3,985, the City is the third most populated City in Alaska's "Unorganized Borough."

2. Explain how the project supports terrorism preparedness/response.

The new portable radios' enhanced communication capabilities will play a critical role in strengthening the City's resilience against potential terrorist threats. New, federally compliant radio benefits, include:

- **Secure Communications Channels** – Radios will be equipped with advanced encryption features, ensuring secure communication channels, preventing unauthorized interception, and safeguarding operational details critical to mitigating and responding to terrorist threats.
- **Interoperability and Enhanced Coordination with Other Agencies** – Other agencies in the community, including USCG, the Alaska Wildlife Trooper, and the Alaska State Parks Ranger stationed in Valdez often provide emergency or search and rescue assistance when necessary. Federal standards for radios promote interoperability, bettering communication between local law enforcement and federal agencies involved in counterterrorism efforts.
- **Real-Time Information Sharing and Immediate Response** – In a terrorism or other hazard response scenario, the ability to share critical information in real-time is crucial for assessing and responding to threats, coordinating strategies, and ensuring the safety of both law enforcement personnel and the public.

In the event of emergencies, search and rescue operations, and both manmade and natural disasters—all of which pose significant risks to Valdez—the current radios lack the necessary features for interoperability required for seamless communication between law enforcement, emergency services, and other agencies. This breakdown in communication can severely hinder response times, compromise coordination, and jeopardize public safety. Non-compliant radios also pose a threat to security, as they may result in inadequate encryption and security measures, exposing sensitive information to unauthorized access and putting Valdez at unnecessary risk.

Valdez is at high risk for natural disasters, including tsunamis, flooding, avalanches, and excessive snow. Valdez also stands at considerable risk from *manmade* disasters, including oil spills due to the Trans-Alaska-Pipeline-System (TAPS), as evidenced by the 1989 Exxon-Valdez oil spill, which was the most profound environmental disaster in human history at the time. TAPS travels through Keystone Canyon, which is along the Richardson Highway and is at risk of spills from flash flooding, routine wear and tear, and human malfeasance. Valdez is also at risk of targeted events of terrorism due to the incredible amount of other local infrastructure significant to the state and nation that the City supports. In addition to TAPS, Valdez hosts:

- Various oil companies and refineries;
- Several power generation plants;
- One of the largest pink salmon fish hatcheries in the state of Alaska;
- One of just a few locations in Alaska where subsea fiber optic cables connect Alaska to the lower 48, ensuring transoceanic voice and data communication;
- A U.S. Department of Transportation (USDOT) designated alternate strategic port, where a majority of Alaska's military ammunition and arms are transported in and out of the state; and
- The northernmost U.S. Coast Guard (USCG) base.

3. Does this project address a gap identified in a previous Alaska Assessment, Whole Community Input Form (WCIF), exercise/event after action reports (AARs), or identified training needs?

The Project addresses gaps identified through other means.

- a. If yes, explain this gap, where it is located (name of document, page number, etc.), and when it occurred?
Not applicable
- b. If no, explain how this project was determined and the need validated.

Communications/Radio Gap

The Project addresses part of a larger emergency communications gap identified by two communications audits conducted for the City of Valdez (Tajkowski Technical Planning Document “Infrastructure Audit” Page 7; New Horizons Radio Infrastructure Upgrade Audit Pages 4 and 27). Both audits primarily address the larger infrastructure updates required to ensure that all City communications are safe and reliable, as the public safety dispatch has been having to utilize ALMR to maintain radio operations while planning for the City’s infrastructure upgrades. The gap is also addressed in Valdez’s 2018 Local Hazard Mitigation Plan (LHMP) in Objective 1.1 of Goal 1 in the Hazard Mitigation Goals and Objectives section. The Objective is to “Improve systems that provide warning and emergency communications.”

Of course, the gap has also been highlighted directly by ALMR, as they require radios to be P25 compliant to continue membership and by the manufacturer of the VPD’s current radios.

The New Horizons Radio Infrastructure Upgrade Audit addressed a “vital step in improving the radio network,” by suggesting a complete review of the current mobile and handheld radios and “ensuring that all systems meet the needs of the departments operating each system.” Unfortunately, the systems are *not* meeting the needs of the departments, as the radios are nearing end of useful life, are not P25 compliant, have had repeated failures, and will not work anymore once the City has upgraded any of the communication infrastructure. Both the Valdez Police and Fire Departments need radio upgrades. The City plans to seek other grant funding opportunities for Fire Department radios.

The Valdez Information Technology team has conducted thorough investigations of the proposed radios to ensure that they will work with both the current infrastructure and the future upgraded tower and infrastructure.

Infrastructure Gap

The City has already designed and completed environmental clearance for the construction of a new radio tower and associated infrastructure, as suggested in the audits. Upgrading the infrastructure is a priority for the City, and the City is actively seeking funding opportunities in an effort to ensure upgrades happen as soon as possible. In the meantime, it is crucial that portable and mobile radios are upgraded.

- 4. Explain how this project increases capability in your jurisdiction.

The proposed radio upgrades will significantly increase capability within Valdez by improving communication capabilities. Upgrades ensure that law enforcement officers can communicate seamlessly and clearly, even in challenging environments or remote areas where previous communication breakdowns occurred. The new radios will provide improved communication clarity, improving real-time communication and allowing officers to respond more quickly and in a more organized manner to emergencies. The radios also allow for instant playback, giving the officers the ability to replay the last transmission from dispatch. The increased reliability of these radios will enhance the overall responsiveness and life safety of the police department and the public. New, properly functioning radios could lead to faster response for a man down or an officer needing backup.

Designed to comply with federal standards, the new radios will also ensure the security of communication channels. This compliance includes advanced encryption features that protect sensitive information from unauthorized access, heightening security. P25-compatible radios will also ensure continued membership with the ALMR system, which provides interoperability at all agency levels within the region.

Unreliable communication poses a severe risk to public and officer safety. The current VPD portable radios hinder officers' ability to respond promptly and effectively to emergencies. An example of this comes from a recent police report that describes a VPD officer responding to a person-in-distress call. Dispatch was unable to communicate the details about the call before the officer lost radio service as he sped to the address. There were two officers on shift, but the second officer was finishing another call. The first officer ultimately responded to a suicidal and dangerous individual without knowing the situation he was walking into and without being able to request backup because doing so would have meant leaving the individual alone. Unfortunately, this story is not an outlier. There are dozens of examples like this every year that are serious and life-threatening. The inability to communicate grows even more frustrating for the City, State, and Nation in the event of a natural or manmade disaster

5. Have you previously applied for funding of this project under prior years and/or grant programs?

The City has **NOT** applied for funding for this specific Project and has not ever applied for funding for new police department portable radios. The City has previously applied for funding for the comprehensive Master Communications Plan update, including funding for the construction of a new radio tower and tower infrastructure.

- a. If yes, which years and/or grant programs?

An application was submitted to the Denali Commission for the Infrastructure Fund Program. Funding was not awarded, and therefore, this Project and the larger Master Communications Plan have not received any grant funding.

6. Explain the implementation of this project and how start-up will begin within the first 90 days of award.

The City of Valdez will issue a Request for Quote (RFQ) for portable radios. Upon award, the City will be able to purchase the proposed radios with the standard procurement policy within 30 days. The estimated lead time from manufacturers is approximately one month. The Project will not only begin but will be largely implemented within the first 90 days of award.

7. If this project could have a multi-jurisdictional or statewide benefit, please briefly explain. Include any correspondence and/or MOU's as support.

The City of Valdez has a draft Memorandum of Understanding (MOU) with the USCG Marine Safety Unit (MSU) Valdez (attached in application package). The MOU outlines the City's support of USCG in the event of an active shooter. Historically, the VPD also helps to investigate maritime driving under the influence (DUI) investigations. New portable radios will bolster collaboration with USCG and ensure communications between VPD and MSU Valdez during joint operations.

Although there are no formal MOUs, all emergency service (911) calls up to 60 miles outside of the City are automatically routed to VPD Dispatch. Therefore, VPD and Valdez Fire Department (VFD) work up to 60 or more miles outside of the city limits responding to calls. For search and rescue operations, Valdez search and rescue teams will go beyond the incorporated city limits as far as they are asked to. Therefore, this Project also benefits other areas of the Unorganized Borough surrounding Valdez by extending law enforcement support to unincorporated areas and more easily collaborating with State agencies.

Of course, in the event of an emergency, this benefit becomes even more potentially widespread—benefitting any and all involved agencies.

8. Select one primary core capability for this request. Core capabilities are taken from the National Preparedness goal.

Operational Communications

*This is a drop-down field. See a list of capabilities and definitions in Appendix A of the State Overview and Guidelines.

9. Explain the financial need for this grant to support this project. Please include if any jurisdictional funds are being used, and how you plan to financially maintain and sustain the project.

The urgency of the request stems from the City's critical need to upgrade outdated communication infrastructure, which directly impacts the safety and effectiveness of law enforcement operations. While the City Council acknowledges the importance of this initiative, competing high-priority projects currently constrain the City's ability to allocate sufficient funds internally. This Project has been prioritized for seeking grant funding for the initial capital expenditure required for new radios. As previously mentioned, the City is actively looking for grant funding opportunities to ensure required funding for the entire Master Communication Plan.

However, recognizing the indispensable role of ensuring public safety, the City is committed to covering the ongoing maintenance costs of the radios. Maintaining the radios, including annual replacement needs, will be covered by the Information Technology (IT) reserve of the City's General Fund, affirming Valdez's dedication to sustaining the Project and the health of the radios long-term.

Given the financial constraints, securing external funding is essential to proceed with purchasing portable radios for the VPD.

10. This section is **required** to provide a description and itemize expenses for all project components regardless of budget category (this includes travel costs, training fees, planning contracts, etc.). Columns not applicable can be left blank.

*For equipment, please provide the authorized equipment list (AEL) number. The DHS AEL can be found at <https://www.fema.gov/authorized-equipment-list> to look up the number.

Description	AEL # (if equipment)	Qty	Unit Cost	Cost Total	Discipline (drop down options)
Radio, Portable	06CP-01-PORT	25	\$8,000	\$200,000	Law Enforcement
					Choose an item.

11. Can this project be broken out into phases for funding? If so, please provide a possible phasing breakdown.

*Note: Partial funding may be allocated if phases are or are not provided.

The City of Valdez will accept any partial funding if the entirety of the request cannot be awarded. The Project can be broken down per radio (\$8,000 per radio) if necessary.

The Project is part of a larger Master Communications Plan (Plan) to upgrade the entire City's emergency communications infrastructure. The City is in dire need of not only new radios but also a new radio communications tower and tower infrastructure. The City already has complete designs and environmental documentation for the Plan, but needs additional funding in excess of SHSP's typical funding allocations to complete and execute it in its entirety. This Project is already a phased portion of the Plan, which has been broken down into several funding categories:

- **THIS PROJECT:** Portable radios for the VPD (estimated \$200,000);
- Mobile radios for the VPD (estimated \$167,500);
- Portale and mobile radios for the Valdez Fire Department (estimated at approximately \$650,000);
- New radio tower construction and associated costs (estimated at approximately \$4 million); and
- New radio tower infrastructure (estimated at approximately \$1 million).

Project Applications and Cover Sheet may be submitted electronically (in PDF format with complete signatures), by mail, or by fax, to:

Division of Homeland Security and Emergency Management

Attn: Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750
Email: mva.grants@alaska.gov

Fax: (907) 428-7009
Phone: (907) 428-7000 or 1-800-478-2337

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2024 State Homeland Security Program (SHSP) Grant Project Application

Application Deadline 11:59 p.m., Monday, February 12, 2024

Please contact mva.grants@alaska.gov or call the Grants Section at 907-428-7000/1-800-478-2337 if you have any questions regarding this application.

This form must be completed for each individual project. To qualify as a single project, the pieces of the project must be integral towards achieving one precise objective. Please see examples in the State Overview and Guidelines.

Ensure all questions on this form are completed. Questions that are left blank will receive a score of 0.

Please duplicate this form as necessary.

Jurisdiction:	City of Valdez	
Amount Requested	\$167,500	<input checked="" type="checkbox"/> Law Enforcement Related
Project Title	Valdez Public Safety Mobile Radios	
Project Priority <small>Up to five (5) projects may be submitted.</small>	2	<input checked="" type="checkbox"/> National Priority Related Comm Prep and Resilience
Choose the budget category	<input type="checkbox"/> Exercise	<input checked="" type="checkbox"/> Equipment
	<input type="checkbox"/> Planning	<input type="checkbox"/> Training
Is this a continuation project from a previous grant year?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No If yes, which grant year? N/A	

1. Describe the project. (Make sure to include what the project is, who the project is for, how the project will help the jurisdiction, quantity of items, etc.)

The City of Valdez (City) requests \$167,500 in State Homeland Security Program grant funds to purchase 25 new mobile radios for the Valdez Police Department (VPD). These radios will replace current obsolete equipment with radios compliant with the modern standard known as TDMA Phase II—a component of the Project 25 (P25) radio standards (standards and specifications administered by the Department of Homeland Security (DHS) Office for Interoperability and Compatibility (OIC)).

The VPD’s mobile radios are at the end of useful life and have experienced repeated failures in recent years, compromising the officers’ ability to call for backup or communicate in emergency situations. Outdated and noncompliant radios pose a threat to Valdez and the State of Alaska at large. The Valdez Public Safety Mobile Radios Project (Project) seeks to address these issues by replacing outdated radios with modern, federally compliant devices that enhance communication reliability, coverage, and interoperability.

Valdez is a member of the Alaska Land Mobile Radio (ALMR) system—a federal, state, and municipal partnership with 86 towers around the state. **It is a requirement of ALMR that members transition to upgraded TDMA Phase II technology to continue membership**, as software updates to ALMR will no longer support out-of-date radios.

The primary beneficiaries of the Project are VPD law enforcement officers. The VPD provides law enforcement response for the 270 square miles within the City of Valdez, including the Alyeska Marine Terminal, and up to 60 miles or more outside of City limits. In addition to patrol work, traffic enforcement, security checks, and 911 response, the VPD has various specialty departments and programs. The radios

will also benefit the wider community and support coordination with other agencies during joint emergency responses by improving communication capabilities, reducing response times, and enhancing overall public safety.

Valdez, most well known as the southern terminus for the Trans-Alaska Oil Pipeline, is in south-central Alaska near the head of a deep fjord in the Prince William Sound. With a population of approximately 3,985, the City is the third most populated city in Alaska's "Unorganized Borough."

2. Explain how the project supports terrorism preparedness/response.

The new mobile radios' enhanced communication capabilities will play a critical role in strengthening the City's resilience against potential terrorist threats. New, federally compliant radio benefits, include:

- **Secure Communications Channels** – Radios will be equipped with advanced encryption features, ensuring secure communication channels, preventing unauthorized interception, and safeguarding operational details critical to mitigating and responding to terrorist threats.
- **Interoperability and Enhanced Coordination with Other Agencies** – Other agencies in the community, including USCG, the Alaska Wildlife Trooper, and the Alaska State Parks Ranger stationed in Valdez often provide emergency or search and rescue assistance when necessary. Federal standards for radios promote interoperability, bettering communication between local law enforcement and federal agencies involved in counterterrorism efforts.
- **Real-Time Information Sharing and Immediate Response** – In a terrorism or other hazard response scenario, the ability to share critical information in real-time is crucial for assessing and responding to threats, coordinating strategies, and ensuring the safety of both law enforcement personnel and the public.

In the event of emergencies, search and rescue operations, and both manmade and natural disasters—all of which pose significant risks to Valdez—the current radios lack the necessary features for interoperability required for seamless communication between law enforcement, emergency services, and other agencies. This breakdown in communication can severely hinder response times, compromise coordination, and jeopardize public safety. Non-compliant radios also pose a threat to security, as they may result in inadequate encryption and security measures, exposing sensitive information to unauthorized access and putting Valdez at unnecessary risk.

Valdez is at high risk for natural disasters, including tsunamis, flooding, avalanches, and excessive snow. Valdez also stands at considerable risk from *manmade* disasters, including oil spills due to the Trans-Alaska-Pipeline-System (TAPS), as evidenced by the 1989 Exxon-Valdez oil spill, which was the most profound environmental disaster in human history at the time. TAPS travels through Keystone Canyon, which is along the Richardson Highway and is at risk of spills from flash flooding, routine wear and tear, and human malfeasance. Valdez is also at risk of targeted events of terrorism due to the incredible amount of other local infrastructure significant to the state and nation that the City supports. In addition to TAPS, Valdez hosts:

- Various oil companies and refineries;
- Several power generation plants;
- One of the largest pink salmon fish hatcheries in the state of Alaska;
- One of just a few locations in Alaska where subsea fiber optic cables connect Alaska to the lower 48, ensuring transoceanic voice and data communication;
- A U.S. Department of Transportation (USDOT) designated alternate strategic port, where a majority of Alaska's military ammunition and arms are transported in and out of the state; and
- The northernmost U.S. Coast Guard (USCG) base.

3. Does this project address a gap identified in a previous Alaska Assessment, Whole Community Input Form (WCIF), exercise/event after action reports (AARs), or identified training needs?

The Project addresses gaps identified through other means.

- a. If yes, explain this gap, where it is located (name of document, page number, etc.), and when it occurred?

Not Applicable

- b. If no, explain how this project was determined and the need validated.

Communications/Radio Gap

The Project addresses part of a larger emergency communications gap identified by two communications audits conducted for the City of Valdez (Tajkowski Technical Planning Document “Infrastructure Audit” Page 7; New Horizons Radio Infrastructure Upgrade Audit Pages 4 and 27). Both audits primarily address the larger infrastructure updates required to ensure that all City communications are safe and reliable, as the public safety dispatch has been having to utilize ALMR to maintain radio operations while planning for the City’s infrastructure upgrades. The gap is also addressed in Valdez’s 2018 Local Hazard Mitigation Plan (LHMP) in Objective 1.1 of Goal 1 in the Hazard Mitigation Goals and Objectives section. The Objective is to “Improve systems that provide warning and emergency communications.”

Of course, the gap has also been highlighted directly by ALMR, as they require radios to be P25 compliant to continue membership and by the manufacturer of the VPD’s current radios.

The New Horizons Radio Infrastructure Upgrade Audit addressed a “vital step in improving the radio network,” by suggesting a complete review of the current mobile and handheld radios and “ensuring that all systems meet the needs of the departments operating each system.” Unfortunately, the systems are *not* meeting the needs of the departments, as the radios are nearing end of useful life, are not P25 compliant, have had repeated failures, and will not work anymore once the City has upgraded any of the communication infrastructure. Both the Valdez Police and Fire Departments need radio upgrades. The City plans to seek other grant funding opportunities for Fire Department radios.

The Valdez Information Technology team has conducted thorough investigations of the proposed radios to ensure that they will work with both the current infrastructure and the future upgraded tower and infrastructure.

Infrastructure Gap

The City has already designed and completed environmental clearance for the construction of a new radio tower and associated infrastructure, as suggested in the audits. Upgrading the infrastructure is a priority for the City, and the City is actively seeking funding opportunities in an effort to ensure upgrades happen as soon as possible. In the meantime, it is crucial that mobile radios are upgraded.

4. Explain how this project increases capability in your jurisdiction.

The proposed radio upgrades will significantly increase capability within Valdez by improving communication capabilities. Upgrades ensure that law enforcement officers can communicate seamlessly and clearly, even in challenging environments or remote areas where previous communication breakdowns occurred. The new radios will provide improved communication clarity, improving real-time communication and allowing officers to respond more quickly and in a more organized manner to emergencies. The radios also allow for instant playback, giving the officers the ability to replay the last transmission from dispatch. The increased reliability of these radios will enhance the overall responsiveness and life safety of the police department and the public. New, properly functioning radios could lead to faster response for a man down or an officer needing backup.

Designed to comply with federal standards, the new radios will also ensure the security of communication channels. This compliance includes advanced encryption features that protect sensitive information from unauthorized access, heightening security. P25-compatible radios will also ensure continued membership with the ALMR system, which provides interoperability at all agency levels within the region.

Unreliable communication poses a severe risk to public and officer safety. The current VPD mobile radios hinder officers’ ability to respond promptly and effectively to emergencies. An example of this comes from a

recent police report that describes a VPD officer responding to a person-in-distress call. Dispatch was unable to communicate the details about the call before the officer lost radio service as he sped to the address. There were two officers on shift, but the second officer was finishing another call. The first officer ultimately responded to a suicidal and dangerous individual without knowing the situation he was walking into and without being able to request backup because doing so would have meant leaving the individual alone. Unfortunately, this story is not an outlier. There are dozens of examples like this every year that are serious and life-threatening. The inability to communicate grows even more frustrating for the City, State, and Nation in the event of a natural or manmade disaster.

5. Have you previously applied for funding of this project under prior years and/or grant programs?

The City has **NOT** applied for funding for this specific Project and has not ever applied for funding for new police department radios. The City has previously applied for funding for the comprehensive Master Communications Plan update, including funding for the construction of a new radio tower and tower infrastructure.

- a. If yes, which years and/or grant programs?

An application was submitted to the Denali Commission for the Infrastructure Fund Program. Funding was not awarded, and therefore, this Project and the larger Master Communications Plan have not received any grant funding.

6. Explain the implementation of this project and how start-up will begin within the first 90 days of award.

The City of Valdez will issue a Request for Quote (RFQ) for mobile radios. Upon award, the City will be able to purchase the proposed radios with the standard procurement policy within 30 days. The estimated lead time from manufacturers is approximately one month. The Project will not only begin but will be largely implemented within the first 90 days of award.

7. If this project could have a multi-jurisdictional or statewide benefit, please briefly explain. Include any correspondence and/or MOU's as support.

The City of Valdez has a draft Memorandum of Understanding (MOU) with the USCG Marine Safety Unit (MSU) Valdez (attached in application package). The MOU outlines the City's support of USCG in the event of an active shooter. Historically, the VPD also helps to investigate maritime driving under the influence (DUI) investigations. New mobile radios will bolster collaboration with USCG and ensure communications between VPD and MSU Valdez during joint operations.

Although there are no formal MOUs, all emergency service (911) calls up to 60 miles outside of the City are automatically routed to VPD Dispatch. Therefore, VPD and Valdez Fire Department (VFD) work up to 60 or more miles outside of the city limits responding to calls. For search and rescue operations, Valdez search and rescue teams will go beyond the incorporated city limits as far as they are asked to. Therefore, this Project also benefits other areas of the Unorganized Borough surrounding Valdez by extending law enforcement support to unincorporated areas and more easily collaborating with State agencies.

Of course, in the event of an emergency, this benefit becomes even more potentially widespread—benefitting any and all involved agencies.

8. Select one primary core capability for this request. Core capabilities are taken from the National Preparedness goal.

Operational Communications

*This is a drop-down field. See a list of capabilities and definitions in Appendix A of the State Overview and Guidelines.

9. Explain the financial need for this grant to support this project. Please include if any jurisdictional funds are being used, and how you plan to financially maintain and sustain the project.

The urgency of the request stems from the City’s critical need to upgrade outdated communication infrastructure, which directly impacts the safety and effectiveness of law enforcement operations. While the City Council acknowledges the importance of this initiative, competing high-priority projects currently constrain the City’s ability to allocate sufficient funds internally. This Project has been prioritized for seeking grant funding for the initial capital expenditure required for new radios. As previously mentioned, the City is actively looking for grant funding opportunities to ensure required funding for the entire Master Communication Plan.

However, recognizing the indispensable role of ensuring public safety, the City is committed to covering the ongoing maintenance costs of the radios. Maintaining the radios, including annual replacement needs, will be covered by the Information Technology (IT) reserve of the City’s General Fund, affirming Valdez’s dedication to sustaining the Project and the health of the radios long-term.

Given the financial constraints, securing external funding is essential to proceed with purchasing mobile radios for the VPD.

10. This section is **required** to provide a description and itemize expenses for all project components regardless of budget category (this includes travel costs, training fees, planning contracts, etc.). Columns not applicable can be left blank.

*For equipment, please provide the authorized equipment list (AEL) number. The DHS AEL can be found at <https://www.fema.gov/authorized-equipment-list> to look up the number.

Description	AEL # (if equipment)	Qty	Unit Cost	Cost Total	Discipline (drop down options)
Radio, Mobile	06CP-01-MOBL	25	\$6,700	\$167,500	Law Enforcement
					Choose an item.

11. Can this project be broken out into phases for funding? If so, please provide a possible phasing breakdown.

*Note: Partial funding may be allocated if phases are or are not provided.

The City of Valdez will accept any partial funding if the entirety of the request cannot be awarded. The Project can be broken down per radio (\$6,700 per radio) if necessary.

The Project is part of a larger Master Communications Plan (Plan) to upgrade the entire City’s emergency communications infrastructure. The City is in dire need of not only new radios but also a new radio communications tower and tower infrastructure. The City already has complete designs and environmental documentation for the Plan, but needs additional funding in excess of SHSP’s typical funding allocations to complete and execute it in its entirety. This Project is already a phased portion of the Plan, which has been broken down into several funding categories:

- **THIS PROJECT:** Mobile radios for the VPD (estimated \$167,500);
- Portable radios for the VPD (estimated \$200,000);
- Portale and mobile radios for the Valdez Fire Department (estimated at approximately \$650,000);
- New radio tower construction and associated costs (estimated at approximately \$4 million); and
- New radio tower infrastructure (estimated at approximately \$1 million).

Project Applications and Cover Sheet may be submitted electronically (in PDF format with complete signatures), by mail, or by fax, to:

Division of Homeland Security and Emergency Management
Attn: Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750

Email: mva.grants@alaska.gov

Fax: (907) 428-7009

Phone: (907) 428-7000 or 1-800-478-2337

Grant Program(s):		Effective Date	
DUNS #		Tax ID#	
Name of Applicant (Jurisdiction):			
Signatory Information <i>Project Manager, Chief Financial Officer, and Signatory Official must be three (3) different individuals.</i>			
	<i>Primary Signatories: Grant Award/Amendments and Quarterly Grant Reports</i>	<i>Primary Delegations: Quarterly Financial and Narrative Grant Reports (only)</i>	<i>Secondary Delegations: Quarterly Financial and Narrative Grant Reports (only)</i>
Project Manager Name <i>Individual who will manage project</i>			
Project Manager Address City, State Zip			
Project Manager Telephone			
Project Manager Email			
Chief Financial Officer Name <i>Highest level financial officer, authorized to certify financial expenditures and records</i>			
Chief Financial Officer Address City, State Zip			
Chief Financial Officer Telephone			
Chief Financial Officer Email			
Signatory Official Name <i>Jurisdiction's Chief Executive Governing Official</i>			
Signatory Official Address City, State Zip			
Signatory Official Telephone			
Signatory Official Email			
Grant Correspondence such as award documents and payment notifications will be sent to primary delegates. If you would like additional contacts cc'd in the email please list them below and provide email address if not listed above.			
Signatures** <i>**Signature required by each of the above named individuals.</i>			
Project Manager			
	<i>Primary Signatory</i>	<i>Primary Delegate</i>	<i>Secondary Delegate</i>
Chief Financial Officer			
	<i>Primary Signatory</i>	<i>Primary Delegate</i>	<i>Secondary Delegate</i>
Signatory Official			
	<i>Primary Signatory</i>	<i>Primary Delegate</i>	<i>Secondary Delegate</i>

Subgrantee/Jurisdiction Signatory Authority

Obligating Award Document

The grant Obligating Award Document requires the identification of three (3) separate individuals and their positions; Project Manager, Chief Financial Officer, and Signatory Official and original signatures from the Project Manager, Chief Financial Officer and the Signatory Official. The signatory official's shall be:

- Project Manager; The individual that has the overall responsibility for implementation of the grant project(s).
- Chief Financial Officer; The individual that has final fiscal responsibility and authority for the jurisdiction. (Examples: Financial Officer, Controller, Comptroller, Finance Chief, Financial Manager, etc.)
- Signatory Official; The individual that has final executive authority and responsibility for the jurisdiction. (Examples; Mayor, City Manager)

The signatory officials on the Obligating Award Document and amendments can not be delegated. Changes to these individuals may require an amendment to the original document.

Quarterly Progress Reports

Both the Narrative and Financial Progress Reports require two (2) signatures to ensure appropriate responsibility and accountability for project activities and expenditures.

Required signatures on the Narrative Progress Report:

- Project Manager
- Signatory Official

Required signatures on the Financial Progress Report

- Project Manager
- Chief Financial Officer

Delegation of Signatory Authority

The Chief Financial Officer, Signatory Official, and the Project Manager may delegate signature authority to another individual(s) (delegate) for the Narrative and Financial Progress Reports only. The jurisdiction must submit the Signatory Authority Form upon acceptance of the Obligating Award Document. No changes to this document will be accepted without prior written request and approval from DHS&EM. The jurisdiction must be in compliance with the following:

- The delegate(s) for the Chief Financial Officer or the Signatory Official cannot be the Project Manager nor can the delegate(s) be subordinate to the Project Manager.
- DHS&EM will maintain a copy of the delegation request on file and will apply it to the appropriate grant report. If the delegation letter is not on file, the report will be returned to the jurisdiction.
- DHS&EM reserves the right to accept and authorize the delegation of signatory authority for all grants identified for that jurisdiction.

Proof of local jurisdiction Citizen Corps national database registration to support Citizen Corps/Community Emergency Response Team (CERT) Project

Not Applicable

Valdez Procurement Policy

Policy can be found [HERE](#)

Valdez Travel Policy

Not Applicable – Travel not Requested

Sam.gov entity overview record with UEI number

Current Sam.gov registration has been renewed & expires 3.19.2024

VALDEZ, CITY OF ● Active Registration

Unique Entity ID:
J4J1BXA95JA8

Doing Business As:
(blank)

Purpose of Registration:
All Awards

Expiration Date

Mar 19, 2024

CAGE/NCAGE:
3EWQ3

Physical Address:
212 CHENEGA AVE
VALDEZ, AK 99686-0000 USA



Requests Notifications

Home Search Databank Data Services Help

Register Entity Core Data Assertions Representations and Certifications Points of Contact Submit Registration Entity Review Confirmation Page	Submit Registration VALDEZ, CITY OF
	Confirmation Page Unique Entity ID: J4J1BXA95JA8 CAGE Code: 3EWQ3
	Registration Submitted - Confirmation Mon Mar 20 21:12:04 EDT 2023
	You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

An official website of the United States government
Here's how you know



You have 2 new alerts

[Show / Hide Alerts](#)



[Download](#)

Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Taxpayer Information
Points of Contact
Security Information
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification
Entity Reporting

[Back to Workspace](#)

VALDEZ, CITY OF

Unique Entity ID
J4J1BXA95JA8

3EWQ3

Registration Status
CAGE/NCAGE

Expiration Date

Submitted Registration

N/A

Purpose of Registration

All Awards

Physical Address

**212 Chenega AVE
Valdez, Alaska
99686-0000, United States**

Mailing Address

**PO Box 307
212 Chenega AVE.
Valdez, Alaska
99686-0307, United States**

Version

Submitted Registration

BUSINESS INFORMATION

Doing Business As

(blank)

URL

(blank)

State / Country of Incorporation

(blank)

Division Name

(blank)

Division Number

(blank)

Congressional District

Alaska 00

Registration Dates

Activation Date

(blank)

Submission Date

Mar 20, 2023

Initial Registration Date

Apr 17, 2003

Entity Dates

Entity Start Date

Jul 1, 1901

Fiscal Year End Close Date

Dec 31

Immediate Owner

CAGE

(blank)

Legal Business Name

(blank)

Highest Level Owner

CAGE

(blank)

Legal Business Name

(blank)

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

ENTITY TYPES

Business Types

Entity Structure

U.S. Government Entity

Organization Factors

(blank)

Entity Type

US Local Government

Profit Structure
(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government, Municipality, City, Local Government Owned

Other Government Entities

Port Authority, Airport Authority, Council of Governments

FINANCIAL INFORMATION

Accepts Credit Card Payments
Yes

Debt Subject To Offset ([What is this?](#))
No

Account Details

TAXPAYER INFORMATION

EIN
*******0143**

Taxpayer Name
VALDEZ CITY OF

Name/Title of Individual Executing Consent
Comptroller

Signature
Barb Rusher

Address
**212 Chenega AVE
Valdez, Alaska 99686
United States**

Type of Tax

Applicable Federal Tax

Tax Year (Most Recent Tax Year)

2021

TIN Consent Date

Mar 20, 2023

POINTS OF CONTACT

Accounts Receivable POC

 **Barb Rusher, Comptroller**
brusher@valdezak.gov
907 834-3475 Ext: 5

Electronic Business

 **Barb Rusher, Comptroller**
brusher@valdezak.gov
907 834-3475 Ext: 5

PO Box 307
Valdez, Alaska 99686-0307
United States

Jordan Nelson
jnelson@valdezak.gov
907 834-4313

PO Box 307
Valdez, Alaska 99686-0307
United States

Government Business

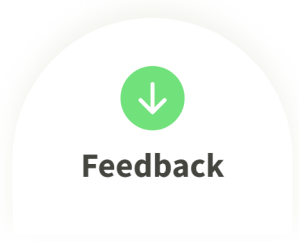
 **Barb Rusher, Comptroller**
brusher@valdezak.gov
907 834-3475 Ext: 5

PO Box 307
Valdez, Alaska 99686-0307
United States

Mark Detter
mdetter@valdezak.gov
907 834-4313

PO Box 307
Valdez, Alaska 99686-0307

United States



Our Website
Our Partners
Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY!"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Spending Plan to Expend Balance of Remaining FFY 2021 and 2022 SHSP Funds

Not Applicable

Memorandum of Understanding – Radio Communications

Coast Guard District 17 and the City of Valdez

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Coast Guard District Seventeen

P.O. Box 25517
Juneau, AK 99802-5517
Staff Symbol: dt
Phone: (907) 463-2222
Fax: (907) 463-2216
Email: Beau.J.James@uscg.mil

2400
May 18, 2020

City of Valdez
Attn: Department of Information
Technology
212 Chenega Ave.
P.O. Box 307
Valdez, AK 99686

Dear Mr. Osburn,

With this letter, Coast Guard District Seventeen is formally establishing a written agreement with the City of Valdez allowing your agency to utilize Channel 21A (157.050 MHz), 22A (157.100 MHz), 23A (157.150 MHz), 81A (157.075 MHz) and 83A (157.175 MHz) in communicating with Coast Guard assets.

The use of 21A, 22A, 23A, 81A and 83A are subject to the following guidelines:

- a. Use shall be limited solely to communications with the U.S. Coast Guard on matters related to safety, search, rescue, law enforcement and environmental protection activities. The use of these frequencies to communicate with non-Coast Guard users is not authorized.
- b. Use by your agency will not interfere with U.S. Coast Guard communications.
- c. Usage authorization is on a temporary basis for a period no longer than 5 years.
- d. Temporary periods are renewable and require a new letter of concurrence from this office.
- e. The Commanding Officer of each regional Coast Guard Sector is controlling authority for use of these frequencies within his/her area of responsibility. You are subject to the controls and limitations as set forth by him/her.
- f. Use of this frequency shall be immediately terminated upon request of the U.S. Coast Guard in the event that US Coast Guard operations warrant such a request.
- g. This letter supersedes any prior authorizations regarding your agency's use of 21A, 22A, 23A, 81A and 83A.
- h. This agreement does not relieve your agency of the requirement of obtaining a valid FCC license to operate on 21A, 22A, 23A, 81A and 83A.

Subj: City of Valdez Letter of Concurrence


2400
May 18, 2020

The Seventeenth Coast Guard District is divided into two separate Areas of Responsibility (AOR). While utilizing these frequencies, you are subject to the control and limitations of the appropriate Sector Commander for that AOR.

Subject to your acceptance of these conditions, this agreement will remain valid until superseded by future correspondence. This agreement will remain in effect for 5 years at which time your office will be required to renew this agreement. Further liaison with the appropriate Commander for a specific AOR is recommended. The Coast Guard Commanders may be reached using the following numbers: Sector Juneau (907) 463-2731 and Sector Anchorage (907) 271-6928. Include a copy of this letter with your request to the FCC should such a request be necessary.

Thank you for your assistance in this matter. We look forward to continued positive interaction and cooperation with your agency.

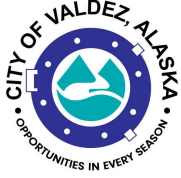
My point of contact is Mr. William Zuiderduin at (907) 463-2202.

Sincerely,

LCDR Beau James, PMP
Chief of C4IT
17th Coast Guard District
U.S. Coast Guard

Copy: COMDT (CG-672)
CG PACAREA (6)
Commander Sector Anchorage
Commander Sector Juneau

Valdez Last Financial Audit

Linked [HERE](#)



Legislation Text

File #: 25-0090, **Version:** 1

ITEM TITLE:

Approval of the Sale of a Surplus 2015 Chevrolet Tahoe on GovDeal.com

SUBMITTED BY: John Witte, Public Works Director

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

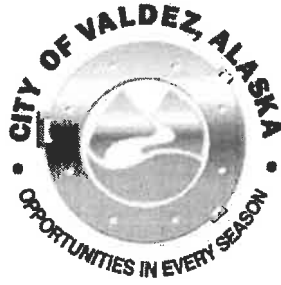
Approve the sale of a surplus 2015 Chevrolet Tahoe with a reserve price set at \$10,551.80, which is 30% below the vehicle's appraised value of \$15,074.00, in accordance with VMC 4.06.020.

SUMMARY STATEMENT:

The Fleet Manager has determined that the 2015 Chevrolet Tahoe is no longer required for municipal operations and has been designated as surplus. The vehicle has been appraised at a value of \$15,074.00. To facilitate the sale and ensure competitive bidding, a reserve price has been set at \$10,551.80, which is 30% below the appraised value.

Per VMC 4.06.020 - Approval of Sale and Disposal of Surplus City Property, no surplus or obsolete supplies, equipment, or personal property with a fair market value exceeding \$10,000 may be disposed of without city council approval. The city manager shall recommend to the city council the minimum acceptable bid.

The sale will be conducted via public auction on GovDeals.com, an online government surplus auction platform, to ensure transparency and competitive bidding. City council approval is requested to proceed with the sale.



Establishing Fair Market Value for Items to be Sold on GovDeals.com

Item to be sold: **2015 Chevrolet Tahoe**

Description of item with a list of any damages or issues:

- **The driver-side rear taillight plastic is broken.**

Date taken out of service: **2/27/2025**

Date of Purchase: **2015**

Original Purchase Price: **\$70,000.00**

Estimation of Fair Market Value: **\$15,074 (Kelley Blue Book Valuation)**

Department Director: _____

Date: **2/27/2025**

Fair Market Value Established by the City Manager: **\$15,074.00 / Reserve Price \$10,551.80**

City Manager: _____

John Douglas

for John Douglas
02/27/2025

Date:

Include pictures with this form for the City Manager.

My Car's Value

2015 Chevrolet Tahoe Commercial Sport Utility 4D 3.7 ★ (76 Ratings) [Write a review](#)

Values

⚠ Recall Alerts (16)

Your Values

Private Party

Instant Cash Offer

Trade-In

Donate Your Car

♡ Save this car [Share this value](#)

📈 How Hot Is the Market for Your Car? ⓘ

[Unlock Now](#)

Private Party Range
\$13,604 - \$16,543
Private Party Value
\$15,074



Value valid as of **02/27/2025**

Factors That Impact Value

Check that yours are correct below.

Mileage: **98,850** [✎](#) ZIP Code: **99686** [📍](#)

Condition
Good [▼](#)

[Edit Options](#)

PRIVATE SELLER Exchange

👤 Reach millions of buyers on Autotrader and KBB.com

🚗 Free vehicle history report

🔒 Secure transactions and financing

📄 Verified buyers and sellers

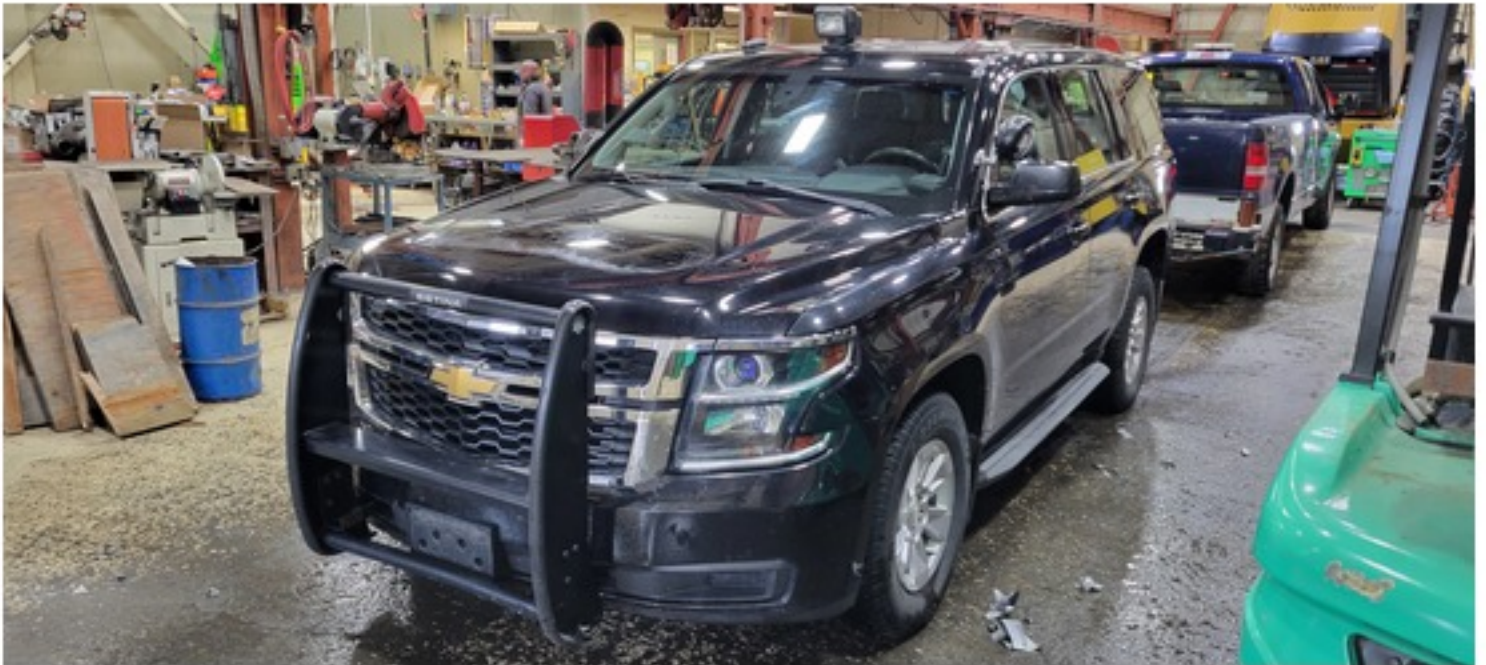
Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader

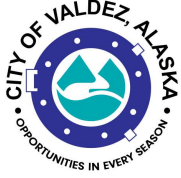
Kelley Blue Book

[Sell My Car](#)

[Get My Instant Cash Offer](#) →







Legislation Text

File #: RES 25-0013, **Version:** 1

ITEM TITLE:

#25-13 - Authorizing Lease Amendment No. 4 for a Lease with Alyeska Pipeline Service Company (SERVS) Dock for an 11.35 Acre Portion of ATS 564 Tidelands

SUBMITTED BY: Nicole Chase, Planner

FISCAL NOTES:

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

RECOMMENDATION:

Approve resolution #25-13 authorizing Lease Amendment No. 4 for a lease with Alyeska Pipeline Service Company (SERVS) dock for an 11.35 acre portion of ATS 564 Tidelands.

SUMMARY STATEMENT:

On March 9, 1994, the City of Valdez entered a lease for an 11.35-acre portion of ATS 564 with Alyeska Pipelines Service Company for twenty-one years, commencing March 9, 1994, and ending the last day of March 2015, with six, five-year options to renew the lease agreement upon submitting a notice with intention to extend from Alyeska. This lease is for the Ship Escort and Response Vessel System (SERVS) dock adjacent to 200 South Harbor Drive, the location of the Alyeska SERVS building (see attached aerial map.)

The lease was renewed for their second of six five-year renewal options via resolution #20-12, extending the lease term from April 1, 2020, to March 31, 2025.

Approval of this resolution will authorize lease renewal option number three of six five-year options for the period commencing April 1, 2025, and ending March 31, 2030. All other terms, covenants, and conditions of said lease, and amendments, shall remain in full force and effect.

Pending Council approval of this resolution, Community Development Department staff will work with the City Attorney and Alyeska Pipeline Service Company to execute Lease Amendment No. 4 extending the lease for a term of five years.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING LEASE AMENDMENT NO. 4 TO A LEASE WITH ALYESKA PIPELINE SERVICE COMPANY FOR AN 11.35 ACRE PORTION OF ATS 564

WHEREAS, the City of Valdez entered into a lease with Alyeska Pipeline Service Company for an 11.35 acre portion of ATS 564 on March 9, 1994, having an initial term of twenty-one (21) years commencing March 9, 1994 and ending on the last day of March 2015, and providing for six (6), five-year renewal options; and

WHEREAS, Resolution #12-34 authorized Lease Amendment No. 1 to the agreement, which allowed for a change in language on Section 3.02 Adjustment of Rent; and

WHEREAS, The initial term of the Lease was set to expire the last day of March 2020 and Alyeska Pipeline Service Company exercised renewal option one (1) of six (6) by a letter dated December 14, 2014; and

WHEREAS, Resolution #15-9 authorized Lease Amendment No. 2 to extend the Lease term from April 1, 2015 through the last day of March, 2020; and

WHEREAS, Resolution #20-12 exercised five-year renewal option two (2) of six (6), extending the term until March 31, 2025; and

WHEREAS, Alyeska Pipeline Service Company has submitted a letter of intent to utilize renewal option three (3) of six (6) to renew the lease for an additional five-year term, commencing April 1, 2025 and expiring March 31, 2030.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, THAT:

Section 1. The City Council of the City of Valdez, Alaska authorizes lease amendment No. 4 of the Lease with Alyeska Pipeline Service Company for a 11.35 acre portion of ATS 564, exercising renewal option three (3) of six (6) five (5) year options to renew extending the lease to a term of April 1, 2025 and ending March 31, 2030.

Section 2. The term of the Lease is hereby extended for a period of five years, commencing April 1, 2025 and ending March 31, 2030.

Section 3. All other terms, covenants, and conditions of said lease, and amendments, shall remain in full force and effect.

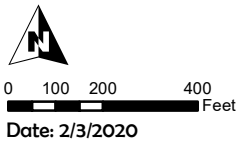
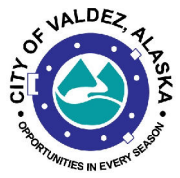
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 4th day of March, 2025.

CITY OF VALDEZ, ALASKA

Dennis Flemming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

SERVS LEASE AREA



P. O Box 196660

ANCHORAGE, ALASKA 99519-6660

TELEPHONE (907) 787-8700

Certified Mail 7015 0640 0002 5368 6948
Return Receipt 9590 9402 8183 3030 0139 78

January 16, 2025

Alyeska Letter No. 60073

Ms. Kate Huber, Director
Community and Economic Development Department
City of Valdez
P. O. Box 307
Valdez, Alaska 99686

RE: Alaska Tidelands Survey 564 (portion 11.35 acres), Lease dated March 9, 1994
Alyeska SERVS Base Dock

Dear Ms. Huber:

The subject lease is scheduled to end on March 31, 2025. In accordance with Section II – Term, subparts 2.01.(a) and (b), Alyeska Pipeline Service Company, agent, provides written notice of its exercising the third option to renew said lease.

Please contact me at 787-8170 if you have any questions.

Sincerely,

Peter C. Nagel, SR/WA
Lands Manager

Cc: Nicole Chase

LEASE

THIS LEASE is made this 9th day of March, 1994, between the CITY OF VALDEZ, a municipal corporation organized under the laws of the State of Alaska, hereinafter referred to as "LESSOR", and **ALYESKA PIPELINE SERVICE COMPANY**, acting as agent for and on behalf of Amerada Hess Pipeline Corporation, ARCO Transportation Alaska, Inc., BP Pipelines (Alaska) Inc., Exxon Pipeline Company, Mobil Alaska Pipeline Company, Phillips Alaska Pipeline Corporation, and Unocal Pipeline Company, (hereinafter referred to as "LESSEE") whose address is 1835 South Bragaw Street Anchorage, Alaska 99512.

LESSOR and LESSEE agree as follows:

I - PROPERTY

1.01. Subject to Survey. LESSEE agrees to have the property surveyed at LESSEE's expense. Prior to _____, 199____. LESSEE will submit a survey of the Property to LESSOR for plat review and approval by the Valdez Planning and Zoning Commission.

1.02. Property. LESSOR leases to LESSEE and LESSEE leases from LESSOR the property outlined in red in Exhibit "A" attached hereto, it being described as:

See attached Exhibit B

(hereinafter referred to as the "Property"), for the term, the rent, and subject to the covenants and conditions hereinafter provided.

1.03. Quiet Enjoyment, Restrictions, Easements, Etc. LESSOR covenants and agrees that LESSEE, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on LESSEE's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Property during the term of this Lease without hindrance or molestation, subject, however, to the rights and reservations expressed in the State of Alaska Patent to the Property, existing easements for roads, gas, electric, water, sewer and other utility lines, restrictions of record, and to encroachments ascertained by physical inspection of the Property.

1.04. Property Accepted "As Is". LESSEE acknowledges that it has inspected the Property and accepts the same "as is" and without reliance on any representations or warranties of LESSOR,

**Valdez Tideland Lease 11-22-94
Contract TAPS/3612:XKAH**

Page 1

its agents, servants, or employees, as to the physical condition of the Property, including, but not limited to, subsurface and soil conditions, or as to its fitness or habitability or for any particular purpose, or otherwise.

1.05. No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the land below the level necessary for the use of the Property as stated in this Lease. LESSOR makes no warranty or representation as to whether the Property is open or closed to mineral claims or leases under state or federal law.

1.06. Appraisal. LESSEE shall pay for the cost of appraisal which sum is \$2,500.00.

II - TERM

2.01. Lease Term. The term of this Lease shall be TWENTY-ONE YEARS WITH SIX (6) FIVE YEAR RENEWALS. The lease shall commence on March 9, 1994, and end on the last day of March 8, 2015. Exercise of the renewal options shall be as follows:

(a) LESSEE shall have six (6) successive options to renew this Lease for terms of five (5) years each.

(b) Each renewal option may be exercised by the LESSEE only if written notice to the LESSOR is given not more than 90 days and not less than 30 days from the date of expiration of this Lease or any renewal thereof.

(c) The LESSOR shall not grant the renewal, if the LESSEE is in default under the terms of this Lease at the time the option is exercised.

2.02 Preference Rights to Re-Lease. LESSEE shall upon expiration of this lease and any renewal options be allowed a preference right to re-lease the Property if all of the other factors are substantially equivalent; and provided the LESSEE is not in breach or default of any of the terms or conditions of the Lease, unless it shall be determined by LESSOR that the renewal of such lease is not in the best interest of LESSOR.

2.03. Application to Re-lease. If, at the expiration of this Lease, the LESSEE desires to re-lease the Property, LESSEE shall, not sooner than ninety calendar days and not later than sixty calendar days prior to the expiration, make application to re-lease the Property. The re-lease application shall certify the character and value of all improvements placed by LESSEE on the Property, the purpose and length for which the re-lease is

desired, and any other information that LESSOR may require. Applications to re-lease shall be submitted to the same application review as new applications for lease, pursuant to Sec. 27-21 of the Valdez City Code.

2.04. Hold-Over. If LESSEE shall hold-over after the expiration of the term of this Lease, such tenancy shall be from month to month, subject to all the terms, covenants and conditions of this Lease.

2.05. Surrender of Possession. Upon expiration of the term of this Lease, or any renewal option, whether by lapse of time or otherwise, LESSEE shall promptly and peaceably surrender the Property, and all buildings and improvements thereon, except as provided in Article XVII of this Lease, and LESSEE agrees to execute, acknowledge and deliver to LESSOR a proper instrument in writing, releasing and quitclaiming to LESSOR all right, title and interest of LESSEE in and to the Property and all such buildings and improvements thereon subject to Lessor's right to not accept the buildings or improvements.

III - RENT, TAXES, ASSESSMENTS AND UTILITIES

3.01. Rent. The LESSEE agrees to pay to LESSOR an annual rent of six percent (6%) of the appraised value of the Property, (the LESSOR may use either the tax assessment or obtain a new appraisal reflecting the fair market value, at Lessor's cost), with equal monthly installment payments to be made not later than the first day of each month. Rent for any partial year shall be prorated at the rate of 1/12th of the annual rent per month or portion thereof. For the first five (5) years, the appraised value is agreed to be TWO HUNDRED, FORTY-FOUR THOUSAND DOLLARS (\$244,000) resulting in an annual rent of FOURTEEN THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$14,640.00) per year. Rent shall be payable at the office of the City Manager, P. O. Box 307, Valdez, Alaska, 99686, or at such other place as LESSOR may designate in writing. Delinquent rent shall bear interest at the maximum legal rate of interest.

3.02 Adjustment of Rent. The Property will be reappraised and the annual rent accordingly adjusted every five (5) years during the term of this Lease or any remaining portion of each five year increment should the reappraisal take place after the 5 year time frame. Such appraisal will be based on the value of the Property, but shall not include the value of buildings or improvements placed on the Property by LESSEE. The appraised value of the Property for the purposes of determining the annual rental shall be the most recent tax assessment valuation according to the tax rolls of the City of Valdez or the fair

market value as determined by an appraisal paid for by LESSOR. In no event, however, shall the annual rent be less than the original annual rent set forth in paragraph 3.01. Nothing in this paragraph shall prevent the annual reassessment of the leased premises for tax purposes to determine its true value as provided by law.

3.03. LESSEE to Pay Taxes. LESSEE agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located all real property taxes levied or assessed upon or against the leasehold interest in the Property and the ownership interest in all buildings and improvements thereon during the term of this Lease. LESSEE further agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located all personal property taxes on personal property situated on the Property and placed thereon by LESSEE, its agents, servants, or employees. LESSEE further agrees to pay prior to delinquency any other taxes for which it may be liable. LESSEE shall, within thirty (30) days after any such tax, assessment or other charge, whether or not constituting a lien on the Property, shall become due and payable, produce and exhibit to LESSOR satisfactory evidence of payment thereof.

3.04. LESSEE to Pay Assessments. LESSEE during the term of this Lease agrees to pay directly to the public authorities charged with collection thereof any and all assessments levied on the Property for any part or all of the costs of any public work or improvement assessed according to benefit found by the levying authority to accrue therefrom to the Property; provided, however, that if an option is given to pay such assessment(s) in installments, LESSEE may elect to pay the same in installments, and in such case LESSEE shall be liable only for such installments as shall accrue during the term of this Lease. LESSOR warrants and represents that there are currently no outstanding assessments levied on the Property for any part or all of the cost of any public work or improvement constructed by LESSOR.

3.05. Proration of Taxes and Assessments. If LESSEE's obligation to pay taxes or assessments commences or ends during a tax year, such obligation shall be prorated between LESSOR and LESSEE.

3.06. Contest. LESSEE shall have the right to contest any taxes or assessments which LESSEE is obligated to pay under paragraphs 3.03 or 3.04 of this Lease. Such proceedings shall, if instituted, be conducted promptly at LESSEE's own expense and free from all expense to LESSOR. Before instituting any such proceedings, LESSEE shall pay under protest any such taxes or

assessments, or shall furnish to LESSOR a surety bond written by a company acceptable to LESSOR or other security acceptable to LESSOR, sufficient to cover the amount of such taxes or assessments, with interest for the period which such proceedings may reasonably be expected to take, and costs, securing the payment of such taxes or assessments, interest and costs in connection therewith when finally determined. Notwithstanding the furnishing of any such bond or security, LESSEE shall pay any such taxes or assessments at least thirty (30) days before the time when the Property or any part thereof, might be forfeited. The proceedings referred to in this paragraph 3.06 shall include appropriate appeals from any order or judgments therein, but all such proceedings shall be begun as soon as reasonably possible after the imposition or assessment of any such taxes or assessments and shall be prosecuted to final adjudication promptly. In the event of any reduction, cancellation or discharge, LESSEE shall pay the amount that shall be finally levied or assessed against the Property or adjudicated to be due and payable, and, if there shall be any refund payable by the governmental authority with respect thereto, LESSEE shall be entitled to receive and retain the same, subject, however, to apportionment as provided in paragraph 3.05 of this Lease. LESSOR, at LESSOR's option, may, but shall not be obligated to, at LESSOR's own expense contest any such taxes or assessments, which shall not be contested as set forth above, and, unless LESSEE shall promptly join with LESSOR in such contest and pay all costs and attorneys fees of LESSOR therein, LESSOR shall be entitled to receive and retain any refund payable by any governmental authority with respect thereof.

3.07. LESSEE to Pay Utility Charges. LESSEE shall pay or cause to be paid all charges for gas, oil, electricity, water, sewer, heat, snow removal, refuse removal and any and all other utilities or services used upon the Property throughout the term of this Lease, including any connection fees.

3.08. Additional Rent and LESSOR's Right to Cure LESSEE's Default. All costs and expenses which LESSEE assumes or agrees to pay pursuant to this Lease shall, at LESSOR's election, be treated as additional rent, and, in the event of nonpayment, LESSOR shall have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of condition, at LESSOR's election. If LESSEE shall default in making any payment required to be made by LESSEE or shall default in performance of any term, covenant or condition of this Lease on the part of LESSEE to be kept, performed or observed which shall involve the expenditure of money by LESSEE, LESSOR at LESSOR's option may, but shall not be obligated to, make such payment, or, on behalf of LESSEE, expend such sum as may be necessary to

keep, perform or observe such term, covenant or condition, and any and all sums so expended by LESSOR, with interest thereon at the maximum legal rate of interest in the State of Alaska per year from the date of such expenditure until repaid, shall be, and shall be deemed to be, additional rent and shall be repaid by LESSEE to LESSOR, on demand, provided, however, that no such payment or expenditure by LESSOR shall be deemed a waiver of LESSEE's default, nor shall it affect any remedy of LESSOR by reason of such default.

IV - USE

4.01. Use. LESSEE acknowledges that the Property is being leased on the express condition that LESSEE construct and operate a dock facility in support of its Ship Escort and Response Vessel System. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property.

4.02. Radio Interference. At the LESSOR's request, the LESSEE shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

V - IMPROVEMENTS

5.01. Notice of Construction. LESSEE shall give LESSOR no less than five days written notice prior to the commencement of any construction, alteration or repair of any improvements constructed or made by LESSEE on the Property so that LESSOR may, if it so elects, give notice of nonresponsibility pursuant to A.S. 34.35, as now enacted or hereafter amended.

5.02. Development Requirements. Upon obtaining the necessary state, federal and local permits, the, LESSEE, at LESSEE's sole expense, shall construct and operate a dock facility on the Property within 24 months from the date of the execution of this Lease.

5.03. LESSEE's Ownership of Buildings and Improvements. It is expressly understood and agreed that any and all buildings and improvements of any nature whatsoever constructed or maintained on the Property by LESSEE shall be and remain the property of LESSEE and may be removed or replaced by LESSEE at

any time during the term of this Lease, subject, however, to paragraph 17.01 of this Lease.

5.04. Landscaping. LESSEE shall landscape the upland areas surrounding any buildings or improvements constructed or maintained on the Property in a pleasing and aesthetic manner consistent with the scenic nature and natural vegetation of the Property and the surrounding environs.

5.05. Construction Prerequisites. No construction shall be commenced unless the following events have occurred:

(a) LESSEE shall furnish to LESSOR certificates of insurance in the amounts and for the purposes specified in Article X.

(b) LESSEE shall from time to time deliver to LESSOR satisfactory proof that workers' compensation insurance has been procured to cover all persons employed or contracted by it in connection with the construction. Notice of any deficiency in this area to LESSEE will be cured immediately and no work will be performed on the project until the LESSOR has satisfactory proof that proper workers' compensation insurance is in place.

(c) LESSEE shall furnish to LESSOR copies of the permit from the U.S. Army Corps of Engineers (COE) to construct the dock facility.

(d) LESSEE shall be responsible for complying with conditions and stipulations of the COE permit.

VI - TRADE FIXTURES

6.01. LESSEE's Ownership of Trade Fixtures, Machinery and Equipment. It is expressly understood and agreed that any and all trade fixtures (including electrical fixtures), machinery, equipment of any nature whatsoever and other personal property of LESSEE at any time placed or maintained upon the Property by LESSEE shall be and remain property of the LESSEE and may be removed or replaced at any time during the term of this Lease.

VII - ASSIGNMENT AND SUBLETTING

7.01. Assignment Without Consent Generally Prohibited. LESSEE shall not voluntarily assign or encumber its interest in this Lease or in the Property, or sublet all or any part of the Property, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any part of the Property without first obtaining LESSOR's consent. Any assignment, encumbrance or sublease without LESSOR's consent

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shall be voidable and, at LESSOR's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. If LESSEE is a partnership, a withdrawal or change, whether voluntary, involuntary, or by operation of law, of any partner or partners owning fifty percent (50%) or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment. If LESSEE is a corporation, any dissolution, merger, consolidation or other reorganization of LESSEE, or the sale or other transfer of a controlling percentage of the capital stock of LESSEE, or the sale of fifty-one percent (51%) of the value of the assets of LESSEE, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of LESSEE's capital stock issued, outstanding and entitled to vote for the election of directors. As to a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of such a LESSEE corporation will not be deemed to be a voluntary assignment. Any assignment affected pursuant to this paragraph 7.01 shall require the assignee to assume the Lessee's obligations hereunder. Lessee shall promptly deliver to Lessor a copy of any assignment instrument. Any assignment shall not release the Lessee from liability hereunder.

7.02. Assignment of Rents to LESSOR. LESSEE immediately and irrevocably assigns to LESSOR, as security for LESSEE's obligations under this Lease, all rent from any subletting of all or a part of the Property as permitted by this Lease, and LESSOR, as assignee and attorney-in-fact for LESSEE or a receiver for LESSEE appointed on LESSOR's application, may collect such rent and apply it toward LESSEE's obligations under this Lease, except that, until the occurrence of an act of default by LESSEE, LESSEE shall have the right to collect such rent.

7.03. Costs of LESSOR's Consent to Be Borne by LESSEE. LESSEE agrees to pay to LESSOR, on demand, reasonable costs, including attorney's fees, incurred by LESSOR in connection with any request by LESSEE for LESSOR to consent to any assignment or subletting by LESSEE.

VIII - LIENS

8.01. Prohibition of Liens. LESSEE shall not suffer or permit any liens, including without limitation, mechanic's or materialman's liens, to be recorded against the Property. If any such liens shall be recorded against the Property, LESSEE

shall cause the same to be removed, or, in the alternative, if LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, but in such case LESSEE hereby agrees to indemnify and save LESSOR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment or foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease shall be construed to be a waiver of the provisions of A.S 09.38.015(c), as may be amended from time to time.

IX - INDEMNITY

9.01. Indemnity. Except for claims arising solely out of acts or omissions of LESSOR, its agents, servants, employees or contractors, LESSEE agrees to protect, defend, indemnify and hold LESSOR harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on or relating to the Property or arising from the leasing of the Property LESSEE, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorneys fees, incident to the defense of and by LESSOR therefrom. If any action or proceeding is brought against LESSOR by reason of any such occurrences, LESSOR shall promptly notify LESSEE in writing of such action or proceeding.

X - INSURANCE

10.01. Liability Insurance. LESSEE, during the term of this Lease, shall carry at its expense comprehensive general liability insurance covering the Property in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit to protect against liability for personal injury, death or property damage which might arise from the construction occupancy or use of the Property and the operations conducted on it. Said insurance shall insure performance by LESSEE of the indemnity provisions of paragraph 9.01. LESSOR may increase the amount of insurance required at five (5) year intervals. LESSEE may, at its option, self-insure all or part of the risk as set forth above, but must provide documentation and evidence of the self insurance program acceptable to LESSOR.

10.02. Named Insured, Notice to LESSOR, and Waiver of Subrogation. All insurance policies required to be maintained by LESSEE under paragraph 10.01 shall name LESSOR, and its officers, employees and agents, as additional insureds. All policies issued under paragraph 10.01 shall contain an agreement

by the insurers that such policies shall not be canceled without at least twenty (20) days' prior written notice to LESSOR, and certificates or copies of all such insurance policies shall be furnished to LESSOR promptly after the issuance thereof. All policies issued under paragraph 10.01 shall contain a waiver of any subrogation rights any insurer might have against LESSOR.

10.03. Fire and Extended Coverage Insurance. LESSEE may at its own expense and in its own name obtain insurance against loss or damage by fire and such other risks as it determines to cover buildings, equipment, inventory, fixtures, personal property and improvements made to the Property by LESSEE subsequent to LESSEE's taking possession of the Property under this Lease.

XI - CARE OF PROPERTY

11.01. Care of the Property. LESSEE at its own cost and expense shall keep the Property and all buildings and improvements which at any time may be situated thereon in good condition and repair during the term of this Lease, ordinary wear and tear excepted. The Property shall always be kept by LESSEE neat, clean and free of litter. No vehicle, equipment, supplies, materials or other thing shall be stored on the Property unless stored inside a building or within a fenced area which screens completely from public view the stored vehicle, equipment, supplies, materials, or other thing.

11.02. Restoration or Removal of Damaged Buildings and Improvements. In the event any buildings or improvements situated on the Property by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall at LESSEE's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event shall the period of restoration exceed eighteen (18) months nor shall the period of removal exceed forty-five (45) days.

11.03. Access Rights of LESSOR. LESSOR and its agents, servants and employees shall have the right to enter into and upon the Property and all buildings or improvements situated thereon upon reasonable notice to LESSEE and during normal business hours (defined as 9:00 a.m. to 5:00 p.m. Monday through Friday except for holidays as defined in paragraph 15.05 of this Lease) for the purpose of inspecting the Property and all buildings and improvements situated thereon for compliance with the terms of this Lease.

11.04. Nuisances Prohibited. LESSEE shall immediately remove from the Property any abandoned or junk vehicles, buildings, improvements, equipment, machinery or fixtures. LESSEE shall

not permit any nuisance or public nuisance to exist or to be created or maintained on the Property. LESSEE agrees that any nuisance or public nuisance as defined by the Valdez City Code, or any other code of regulations incorporated therein or otherwise adopted by ordinance or resolution of the City of Valdez, may, after fifteen days' written notice to LESSEE, be removed by LESSOR without LESSEE's further permission, all the costs of such removal to be paid by LESSEE to LESSOR as additional rent under the terms of this Lease. This paragraph shall not be construed as any limitation on any other legal rights or remedies available to the LESSOR to abate any nuisance or to prosecute any violation of the Valdez City Code.

XII - LAWS

12.01. Compliance with Laws. LESSEE shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting LESSEE's activities on the Property or any buildings or other improvements which may be situated thereon, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

XIII - CONDEMNATION

13.01. Condemnation. In the event the Property, or any part thereof or interest therein, shall be taken for public purposes by condemnation, by other than LESSOR, as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of LESSOR and LESSEE in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided in this Paragraph 13.

13.02. Total Taking. If all of the Property is taken or so transferred, this Lease and all the right, title and interest thereunder of LESSEE shall cease on the date title to the Property vests in the condemning authority.

13.03. Partial Taking - Termination of Lease. In the event the taking or transfer of part of the Property leaves the remainder of the Property in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the opinion of LESSEE for the purpose of operation thereon of LESSEE's business, then this Lease and all of the right, title and interest thereunder of LESSEE shall cease on the date title to the Property vests in

the condemning authority, and the condemning authority enters into possession.

13.04. Partial Taking - Continuation of Lease. In the event the taking or transfer of a part of the Property leaves the remainder of the Property in such location and in such form, shape or size, or so accessible as to be effectively and practicably unusable in the opinion of LESSEE for the purpose of operation thereon of LESSEE's business, this Lease shall terminate and end as to the portion of the Property so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but shall continue in full force and effect as to the portion of the Property not so taken or transferred. If there is a partial taking and this Lease is not terminated, then the annual rent payable under this Lease shall abate for the portion of the Property taken in the proportion that such portion bears to all of the Property.

13.05. Compensation. Any compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall belong to LESSOR, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee, and LESSEE shall make no claim against LESSOR for damages for termination of the leasehold or interference with LESSEE's business. LESSEE shall have the right to claim and recover from the condemning authority compensation for any loss to which LESSEE may be put for LESSEE's moving expenses, for interference with LESSEE's business, damages relating to any trade fixtures, machinery or equipment owned by LESSEE, and for value of improvements to the Property made by LESSEE, provided, however, that such damages can be claimed only if separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by LESSOR.

XIV - DEFAULT

14.01. Default. Each of the following events shall be deemed an event of default by the LESSEE under this Lease and a breach of the terms, covenants and conditions of this Lease:

(a) Failure to perform as required and when required any of the development requirements contained in paragraph 5.02 of this Lease.

(b) A default in the payment of the rent and additional sums due under this Lease, or any part thereof, for a period of

thirty (30) days from the due date for the payment of such rent or additional sums.

(c) A default in the performance of any other term, covenant or condition on the part of the LESSEE to be kept, performed or observed for a period of thirty (30) days after LESSOR gives to LESSEE a written notice specifying the particular default or defaults; provided, however, that any default on the part of LESSEE in the performance of work or acts required by him to be done, or conditions to be modified, shall be deemed to be cured if steps shall have been taken promptly by LESSEE to rectify the same and shall be prosecuted to completion with diligence and continuity.

(d) The filing of a petition by or against LESSEE for adjudication as a bankrupt under the Federal Bankruptcy Code, as now enacted or hereafter amended, or for arrangement pursuant to Chapter XI of the Bankruptcy code.

(e) The making by LESSEE of an assignment for the benefit of creditors.

(f) The appointment of a receiver by a court of competent jurisdiction for LESSEE's business.

(g) The levy upon under execution or attachment by process of law of the leasehold interest of LESSEE in the Property.

(h) The use of the Property or buildings and improvements thereon for purposes other than those enumerated herein, to which LESSOR has not given its written consent.

(i) The abandonment of the Property by LESSEE.

14.02. LESSOR's Remedies. In the event of any default by LESSEE as recited in paragraph 14.01 of this Lease, LESSOR shall have all of the below enumerated rights and remedies, all in addition to any rights and remedies that LESSOR may be given by statute, common law or otherwise. All rights of LESSOR shall be cumulative, and none shall exclude any other right or remedy. LESSOR's rights and remedies include the following:

(a) LESSOR may declare the term of this Lease ended by written notice to LESSEE. Upon termination of this Lease, LESSEE shall surrender possession and vacate the Property immediately, and deliver possession thereof to LESSOR, and LESSEE hereby grants to LESSOR full and free license to enter into and upon the Property in such event with or without process of law and to repossess LESSOR of the Property and to expel or remove LESSEE and any others who may be occupying or within the Property and to remove any and all property therefrom, and

without relinquishing LESSOR's right to rent or any other right given to LESSOR hereunder or by operation of law.

(b) LESSOR may by written notice declare LESSEE's right to possession of the Property terminated without terminating this Lease. Upon such termination of LESSEE's right to possession, LESSOR shall have all the rights to repossess the Property and remove LESSEE and LESSEE's property that are enumerated in paragraph 14.02(a).

(c) LESSOR may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the term of this Lease, for any sum which LESSOR may deem reasonable, except as provided in (e) of this paragraph.

(d) LESSOR may collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) LESSOR may recover, whether this Lease be terminated or not, from LESSEE, damages provided for below consisting of items (i), and (ii), or, in lieu of (ii), item (iii);

(i) actual attorney's fees and other expenses incurred by LESSOR by reason of the breach or default by LESSEE; and

(ii) an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by LESSOR on reletting the Property, which shall be due and payable by LESSEE to LESSOR on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days LESSEE shall pay to LESSOR the amount of deficiency then existing. Such net rent collected on reletting by LESSOR shall be computed by deducting from the gross rent collected all expenses incurred by LESSOR in connection with the reletting of the Property, or any part thereof, including broker's commission and the cost of renovating or remodeling the Property or the buildings or improvements thereon, provided, however, LESSOR must take diligent effort in reletting the Property to obtain a lease rate as close to or above that required of LESSEE under this Lease or else LESSOR will not have access to the remedy set out in this subparagraph 14.01(e)(ii); or

(iii) an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Property for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Property for the period for which such

installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year.

(f) Reentry or reletting of the Property, or any part thereof, shall not be deemed a termination of this Lease, unless expressly declared to be so by LESSOR.

(g) If this Lease shall be deemed terminated, LESSEE's liabilities shall survive and LESSEE shall be liable for damages as provided in this paragraph 14.02.

XV - GENERAL PROVISIONS

15.01. Estoppel Certificates. Either party shall at any time and from time to time upon not less than thirty (30) days' prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

15.02. Conditions and Covenants. All the provisions of this Lease shall be deemed as running with the land, and shall be construed to be "conditions" as well as "covenants", as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

15.03. No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

15.04. Time of Essence. Time is of the essence of this Lease and of each provision.

15.05. Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first (1st) day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also

excluded. The term "holiday" shall mean all holidays as defined by the statutes of Alaska.

15.06. Successors in Interest. Each and all of the terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of LESSOR and LESSEE.

15.07. Entire Agreement. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party which is not contained in this Lease shall be binding or valid.

15.08. Governing Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska.

15.09. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such provisions are considered by LESSEE to be integral to LESSEE's use of the Property for the purposes stated herein in, which case LESSEE will have the authority to terminate this Lease upon thirty (30) days' written notice to LESSOR.

15.10. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LESSOR and LESSEE; and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of LESSOR and LESSEE.

15.11. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against LESSOR or LESSEE as both LESSOR and LESSEE have had opportunity for the assistance of attorneys in drafting and reviewing this Lease.

15.12. Number and Gender. In this Lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.

15.13. Mandatory and Permissive. "Shall", "will" and "agrees" are mandatory; "may" is permissive.

15.14. Captions. Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

15.15. Amendment. This Lease is not subject to amendment except in writing executed by all parties hereto.

15.16. Delivery of Notices - Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses stated in paragraph 15.17 and shall be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

15.17. Notices. All notices, demands and requests from LESSEE to LESSOR shall be given to LESSOR at the following address:

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

All notices, demands or requests from LESSOR to LESSEE shall be given to LESSEE at the following address:

Contracts Manager
Alyeska Pipeline Service Company
1835 South Bragaw Street
Anchorage, Alaska 99512

15.18. Change of Address or Agent. Each party shall have the right, from time to time, to designate a different address or different agent for service of process by notice given in conformity with paragraph 15.16.

15.19. Furnishing of Information. LESSEE shall provide LESSOR with copies of articles of incorporation and bylaws, partnership agreements, joint venture agreements or other documents which shall define the manner of organization and the ownership of any business or activities to be conducted upon the Property, together with all future amendments thereto. LESSEE and LESSEE's assignee or sublessee shall also provide the same information regarding any assignee or sublessee of LESSEE.

15.20. Recordation. This Lease or a memorandum thereof may be recorded by LESSEE at LESSEE's expense with the Valdez Recorder's Office. The memorandum of lease shall contain such accurate information regarding this lease as is acceptable to both LESSOR and LESSEE.

XVI - LESSOR'S LIEN

16.01. LESSOR's Lien and Security Interest. LESSOR shall have a lien on, and LESSEE hereby grants LESSOR a security interest on, all buildings, improvements, equipment and fixtures, which are or may be put on the premises by LESSEE, to secure the payment of the rent and additional sums reserved under this Lease. If LESSEE shall default in the payment of such rent, LESSOR may, at its option, without notice or demand, take possession of and sell such property in accordance with the Uniform Commercial Code of Alaska. LESSOR shall apply the proceeds of sale as follows:

(a) To the expense of sale, including all costs, fees and expenses of LESSOR and LESSOR's reasonable attorney's fees in connection with such sale;

(b) To the payment of such rent; and

(c) The surplus, if any, to LESSEE.

XVII - OWNERSHIP OF IMPROVEMENTS AND FIXTURES ON TERMINATION

17.01. LESSEE May Remove Buildings, Improvements, Fixtures, Machinery and Equipment. Buildings, improvements, fixtures, machinery and equipment owned by LESSEE may be removed by LESSEE from the Property within sixty (60) days after the expiration or termination of this Lease and any term of renewal option; provided that such removal will not cause injury or damage to the Property, or if it does, LESSEE shall indemnify LESSOR for the full amount of such damage; and further provided that any buildings, improvements, fixtures, machinery or equipment left on the Property by LESSEE shall be in good, safe and tenantable or operable condition; and further provided that LESSEE shall not commit, create, leave or allow to exist on the Property any nuisance or public nuisance. The LESSOR may extend the time for such removal in case hardship is shown to LESSOR's satisfaction, provided application for extension has been made in writing and received by LESSOR within said sixty (60) day period.

17.02. Property Not Removed. Any buildings, improvements, fixtures, machinery, equipment or other items of real or

personal property which are not removed from the Property within the time allowed in paragraph 17.01 of this Lease, at LESSOR'S option may immediately become the property of LESSOR and title thereto shall vest in LESSOR without further action on the part of LESSEE or LESSOR. LESSOR may use, sell, destroy, or otherwise dispose of any such property in any matter which it sees fit, without further obligation to LESSEE.

XVIII - NONDISCRIMINATION

18.01. LESSEE Will Not Discriminate. LESSEE agrees that in its use and occupancy of the Property it will not, on the grounds of race, color, religion, national origin, ancestry, age, or sex, discriminate or permit discrimination against any prospective occupant, patron, customer, employee, applicant for employment or other person or group of persons in any manner prohibited by federal, state or local law or regulations promulgated thereunder.

XIX - HAZARDOUS MATERIALS

19.01 Condition of Property. LESSEE has had full opportunity to examine the Property for the presence of any Hazardous Material and accepts the Property in its "as is" condition.

19.02 Release of LESSOR. Any other provision of this Lease to the contrary notwithstanding, LESSEE releases LESSOR from any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs or expenses (including, without limitation, a decrease in the value of the Property, damages due to loss or restriction of usable space, and attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of LESSEE'S occupancy of the property and resulting from the LESSEE'S use, keeping, storage or disposal of Hazardous Material on the Property. This release includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision or by law.

19.03 Use of Hazardous Materials on the Property.

a. LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by LESSEE or its authorized representatives or invitees, except for such Hazardous Material as is necessary or useful to LESSEE'S use of the Property.

b. Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material.

c. LESSEE shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by the LESSOR, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (b) the condition, use or enjoyment of the Property or any other real or personal property.

d. LESSEE hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Material kept on the Property by the LESSEE, its authorized representatives and invitees, and the LESSEE shall give immediate notice to the LESSOR of any violation or potential violation of the provisions of subparagraphs 19.03 (a), (b) and (c).

19.04 Indemnification of LESSOR. LESSEE agrees to forever protect, defend, indemnify and hold harmless LESSOR from and against any and all losses, claims, investigations, assertions, liens, demands and causes of action of every kind and character (including without limitation any assertions or claims made against LESSOR, LESSEE or third parties, by government agencies or third parties, alleging the release or threatened release of hazardous substances or environmental contamination of any kind on or in connection with the Property during or after the term of LESSEE's occupancy of the property) and all costs thereof (including without limitation costs of removal action, remedial action, other "response costs" as that term is defined under applicable federal and state law, attorney's fees, penalties, damages, interest and administrative/court costs incurred by LESSOR in response to and defense of same) arising in favor of any party, including LESSOR, and arising from or connected with LESSEE's activities under this Lease or LESSEE's use of or presence on the Property, whether such activities, use or presence are those of LESSEE or LESSEE's agents, sub-contractors or other representatives. LESSEE acknowledges that this indemnification clause shall survive termination of this Lease, and that it applies regardless of the basis of liability alleged by or against any party, including strict liability under AS 46.03.822 or federal law. LESSEE's obligations under this section may be discharged, however, by performance of whatever degree of site investigation for environmental contamination (in

LESSOR's sole discretion) is necessary to render the Property suitable for LESSOR to release LESSEE from these obligations, which release must be granted in writing by LESSOR.

19.05. Hazardous Material Defined. Hazardous Material/Substance is any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Alaska, or the United States government. Hazardous Material includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

19.06. Liability for Releases. LESSEE agrees that at all times while this Lease and any renewal options are in effect, for purposes of potential liability under AS 46.03.822:

- (1) LESSEE, not LESSOR, shall be deemed the owner of and person having control over any hazardous substances used by LESSEE or on the property for business reasons of LESSEE; and
- (2) LESSEE, not LESSOR, shall be deemed the owner of the possessory interest under this Lease, and the operator of the property as a facility under AS 46.03.822(a)(2); and
- (3) LESSEE, not LESSOR, shall be deemed the generator, transporter, or both, of any hazardous substances generated or transported by LESSEE in connection with the enjoyment of its rights under this Lease.

For purposes of this section, "LESSEE" shall include LESSEE's agents, employees, contractors, sub-contractors, subsidiaries, affiliates and representatives of any kind.

19.07 Compliance With Environmental Laws. LESSEE covenants its full compliance with any applicable federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be amended or become effective in the future, including without limitation:

Alaska Statute 46.03.822

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The Solid Waste Disposal Act, the Hazardous and Solid Waste Amendments of 1984, and the Federal Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Section 6901, et seq.;

The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. §8591, et seq.;

The Hazardous Materials Transportation Act of 1990, 49 App. U.S.C. §1801 et seq.;

The Clean Air Act, 41 U.S.C. §7401-7626;

The Federal Water Pollution Control Act, and the Federal Clean Water Act, 33 U.S.C. §1257, et seq.;

The Federal Insecticide, Fungicide and Rodenticide Act, and the Federal Pesticide Act of 1978, 7 U.S.C. §136, et seq.;

The Toxic Substances Control Act (TSCA), 15 U.S.C. §2601, et seq.;

The Safe Drinking Water Act, 15 U.S.C. §300, et seq.;

The Alaska Environmental Conservation Act, AS 46.03, et seq.;

The Alaska Oil Pollution Control Act, AS 46.04 et seq.;

The Alaska Oil & Hazardous Substance Release Act, AS 46.08, et seq.;

The Alaska Hazardous Substance Release Control Act, AS 46.09, et seq.;

Valdez City Code:

* Chapter 5, Building

The Coastal Zone Management Act 16 U.S.C. §1451, et seq.; Alaska Statute 46.40.010 et. seq.; and the Valdez Coastal Management Plan;

Mine Safety and Health Act, 30 U.S.C. §801, et. seq.;

Occupational Safety and Health Act, 29 U.S.C. §650 et. seq.

19.08. LESSEE's Investigation. At LESSOR's recommendation, LESSEE has investigated the Property for potential environmental contamination which may have occurred before the date of this Lease; following such investigation LESSEE accepts the Property in its current environmental condition. After such investigation, LESSEE believes, to the best of its present knowledge, that the Property:

- (a) has not been subject to the use, generation, manufacture, storage, treatment, disposal, release or threatened release of hazardous substances, except as specifically noted on Exhibit "D".
- (b) has not been subject to any actual or threatened assertions, claims or litigation of any kind by government agencies or other persons relating to such matters, except as specifically noted on Exhibit "C".

19.09. LESSOR's Inspection. LESSEE authorizes LESSOR to enter upon the Property to make such inspections and tests as LESSOR may deem appropriate to determine environmental compliance with this Lease. Any such investigations or tests shall be for LESSOR's purposes only, and shall not be construed to create any responsibility or liability on LESSOR's part to LESSEE or any person.

19.10. LESSEE's Release. LESSEE hereby releases and freely waives any future claims against LESSOR for contribution or indemnity (whether under AS 46.03.822, other state law, or federal law) in the event LESSEE incurs or becomes liable for response costs, damages or costs of any kind because of the release, threatened release or presence of hazardous substances on or about the Property.

19.11. LESSEE's Reporting. LESSEE specifically agrees to report all releases, threatened releases, discharges, spills or disposal of hazardous substances, in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to LESSOR, and to keep LESSOR fully informed of any communication between LESSEE and any person or agency concerning potential environmental contamination and hazardous substances.

XX - PORT OF VALDEZ

20.01. LESSEE Encouraged to Use Port of Valdez. During construction, LESSEE is encouraged to use its reasonable efforts, and will encourage its contractors to use their reasonable efforts, to have those materials and equipment which are to be incorporated into the construction on the Property, and which are suitable for ocean transport from points of origin outside the State of Alaska, to be shipped by water to Valdez for unloading at the Port of Valdez until LESSEE's dock facility is capable of receiving such construction materials.

XXI - PUBLIC TRUST DOCTRINE

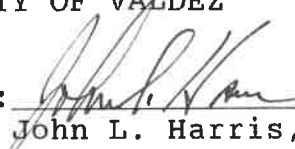
21.01. Access Restrictions under Public Trust Doctrine. LESSOR consents to LESSEE's reasonable restriction of public access to the Property (which access the public might ordinarily be entitled to under the Public Trust Doctrine as enunciated in CWC Fisheries v. Bunker, 755 P.2d 1115 (Alaska 1988)), in order to provide for increased public safety and the efficient performance of those construction activities and future operations authorized for the LESSEE on the Property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates hereinbelow set forth.


LESSOR:

CITY OF VALDEZ

Date: 01-19-95

By: 
John L. Harris, Mayor

Date: 01-19-95

Attest: 
Jeanne D. Donald, City Clerk

HUGHES THORSNESS
GANTZ POWELL & BRUNDIN
ATTORNEYS AT LAW
509 WEST THIRD AVENUE
ANCHORAGE, AK 99501
(907) 274-7522

LESSEE:

Alyeska Pipeline Service Company
Acting as Agent for and on behalf of:

AMERADA HESS PIPELINE CORPORATION
MOBIL ALASKA PIPELINE
ARCO TRANSPORTATION ALASKA, INC.
PHILLIPS ALASKA PIPELINE
CORPORATION BP PIPELINES (ALASKA) INC.
UNOCAL PIPELINE COMPANY
EXXON PIPELINE COMPANY

Date: 12/16/94 By: J. Gary Richardson
Vice President, SERVS

APPROVED AS TO FORM:

HUGHES, THORSNESS, GANTZ,
POWELL & BRUNDIN
Attorneys for City of Valdez

By: William M. Walker
William M. Walker

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 20th day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared J. Gary Richardson, Vice President SERVS of Alyeska Pipeline Service Company, known to me and to me known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he signed and sealed the same on behalf of Alyeska Pipeline Service Company, as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Carolyn Fisher
Notary Public in and for Alaska
My Commission Expires: October 1, 1996

HUGHES THORSNESS
GANTZ POWELL & BRUNDIN
ATTORNEYS AT LAW
509 WEST THIRD AVENUE
ANCHORAGE, AK 99501
(907) 274-7522

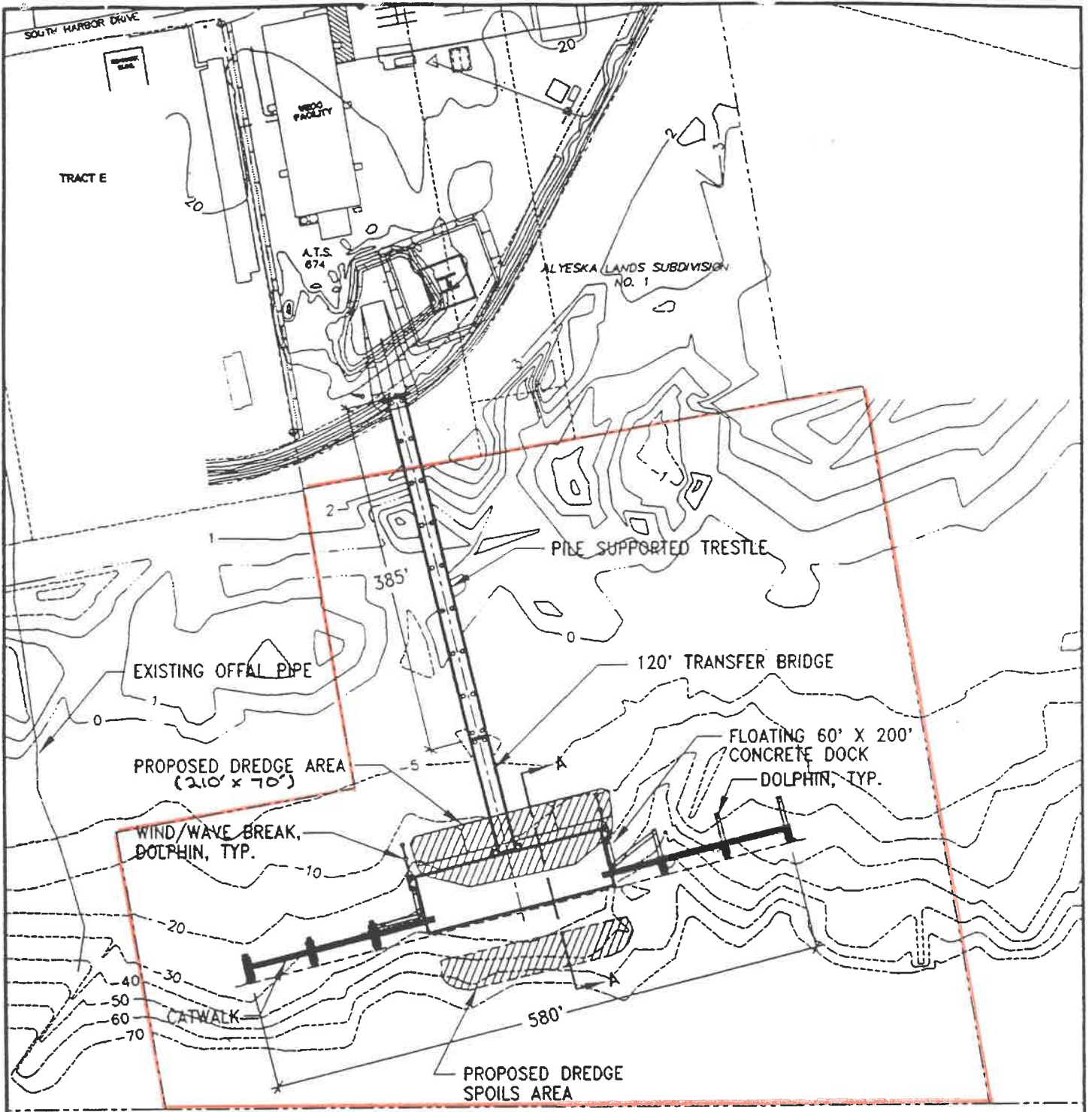
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EXHIBIT A
Property Outline

HUGHES THORSNESS
GANTZ POWELL & BRUNDIN
ATTORNEYS AT LAW
509 WEST THIRD AVENUE
ANCHORAGE, AK 99501
(907) 274-7522

Exhibit A



M-930287 Port Valdez 112

PURPOSE:
CONSTRUCTION OF A VALDEZ
EMERGENCY RESPONSE BASE
FACILITY

DATUM: MLLW (0)

ADJACENT PROPERTY OWNERS:
TRACT E - CITY OF VALDEZ
TRACT Q - CITY OF VALDEZ
A.T.S. 564 - CITY OF VALDEZ

ALT. FLOATING DOCK PLAN
REVISED 12-30-93



SCALE: 1"=150'

**ALYESKA PIPELINE
SERVICE COMPANY**

ALYESKA LANDS SUBDIVISION #1

IN: PORT VALDEZ
AT: VALDEZ, ALASKA
APPLICATION BY:

ALYESKA PIPELINE SERVICE CO.
1835 SOUTH BRAGAW
ANCHORAGE, AK 99512

SHEET 1 OF 2 DATE: 12/30/93

DWG. FILE: 93088\2ANEW.DWG

PLOT SCALE: 1:150'

PN&D JOB NO.: 93088

PROPERTY OUTLINE - EXHIBIT A

EXHIBIT B

METES AND BOUNDS DESCRIPTION

LEGAL DESCRIPTION OF A PORTION OF ALASKA TIDELANDS SURVEY 564 LYING ADJACENT TO ALASKA TIDELAND SURVEYS 623, 624 and 674, LOCATED WITHIN SECTION 32, TOWNSHIP 8 SOUTH, RANGE 6 WEST, AND SECTIONS 5 AND 6, TOWNSHIP 9 SOUTH, RANGE 6 WEST, COPPER RIVER MERIDIAN, ALASKA.

Commencing at United States Corps of Engineers Control Monument "BOAT", thence S60°43'34"W, a distance of 527.05 ft. to a point on the north west corner of Alaska Tidelands Survey No. 674;

Thence, S10°13'22"E, along the boundary of Alaska Tidelands Survey No. 674, a distance of 489.15 ft. to the south west corner of A.T.S. No. 674 and the True Point of Beginning;

Thence, N79°46'30"E, along the southerly boundary of Alaska Tideland Surveys No. 674, 623, and 624, a distance of 594.91 ft. to a point;

Thence, S10°13'20"E, a distance of 750.37 ft. to a point on the southerly boundary of A.T.S. 564;

Thence, S89°42'13"W, along the southerly boundary of A.T.S. 564 a distance of 861.44 ft. to a point;

Thence, N10°13'23"W, a distance of 289.37 ft. to a point;

Thence, N79°46'30"E, a distance of 253.64 ft. to a point;

Thence, N10°13'21"W, a distance of 312.52 ft. to the southwest corner of Alaska Tidelands Survey No. 674 and the True Point of Beginning.

Containing 494,468 square feet or 11.35 acres of land, more or less. All bearings are True Forward Bearings and distances are true.

Exhibit B

EXHIBIT C

Actual or threatened assertions, claims or litigation of any kind by government agencies or other persons relating to such matters: (Refer to Paragraph 19.08(b) of this Lease)

NONE

HUGHES THORSNESS
GANTZ POWELL & BRUNDIN
ATTORNEYS AT LAW
509 WEST THIRD AVENUE
ANCHORAGE, AK 99501
(907) 274-7522

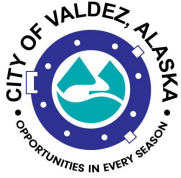
Exhibit C

EXHIBIT D

Use, generation, manufacture, storage, treatment, disposal, release or threatened release of hazardous substances: (Refer to Paragraph 19.08(a) of this Lease)

The fact that the Property is submerged, at least partially, has decreased Lessee's ability to conduct investigation. Lessee has discovered the following:

- 1) *The increased presence of organic carbons in and a hypoxic or anoxic character to the sediment on the westerly side of the property is directly related to the adjacent fish processing plant's discharge line. (Further described on pages 1 and 2 of the report, "Environmental Survey of the SERVS Dock Site at Valdez, Alaska" dated October, 1994, by H. M. Feder and D. G. Shaw.)*
- 2) *Concentrations of phytane higher than usual in Port Valdez. (Further described on page 33 of the above-named report.)*



Legislation Text

File #: RES 25-0014, **Version:** 1

ITEM TITLE:

#25-14 - Authorizing a Lease with Crowley Fuels, LLC for a 6,230 Square Foot Portion of USS 495 Tidelands (North Fuel Dock)

SUBMITTED BY: Nicole Chase, Planner

FISCAL NOTES:

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

RECOMMENDATION:

Approve resolution 25-14 authorizing a lease with Crowley Fuels, LLC for a 6,230 square foot portion of USS 495 Tidelands (North Fuel Dock)

SUMMARY STATEMENT:

The City of Valdez entered into a lease for a 6,230 square foot portion of USS 495 Tidelands, with Westmark Hotels, Inc. in 2001 for twenty-one years, expiring July 31, 2022 with six additional, five-year options to renew. This lease was partially assigned to separate the fuel dock portion and assign it to Valdez Fuels, LLC in 2002. Valdez Fuels was acquired by Crowley Fuels, LLC, and the lease was assigned to Crowley in 2012.

The lease was amended via resolution #22-76 to extend the term of the lease, expiring July 31, 2024. The lease has been in holdover with all terms and conditions continuing on a monthly basis since the expiration while the recommended new lease terms were negotiated between staff and Crowley.

Crowley Fuels, LLC has applied to continue to lease this property for use of fuel dock. The new lease is proposed for an initial term of 10 years, with four five-year options to renew the lease. The rent for this lease is subject to fair rental value pursuant to Valdez Municipal Code 14.04.020 which is determined to be 10% of appraised value annually which amounts to \$1,500.00 annually for use of this property according to the most recent appraisal for the location. In addition to the baseline annual rent, staff proposes that lessee pay a fuel surcharge of \$00.04 cents per gallon of fuel sold. The lessee should provide lessor access to meters and other records necessary to determine the annual volume of fuel sold at this location. Staff proposes this negotiated rate since the fair rental value of

\$1,500.00 does not adequately capture the true value of this property. The fuel surcharge would be based on annual throughput of fuel in 2024 for the first five years of the lease and adjusted based on the most recent fuel flow every five years following.

Another notable proposed change for this lease is that it sets forth proposed minimum operating hours in response to community feedback regarding call-out fees, and hours of operations. The draft lease establishes the following minimum operating hours:

“LESSEE shall use the Property for fueling related purposes and for no other purposes. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property. LESSEE shall provide fueling services at the South Fuel Dock Premises or at the North Fuel Dock as depicted on Exhibit B so long as LESSOR is leasing the North Fuel Dock from LESSOR as follows:

- (a) November 1 - April 13 (by Appointment Only)

- (b) April 15 - Thursday before Memorial Day, 7 days a week from 9am-5pm

- (c) Friday of Memorial Day weekend - Labor Day

South Fuel Dock - 7 days a week from 6am-10pm

North Fuel Dock - 7 days a week from 10am-6pm

- (d) Day after Labor Day - October 15, Monday-Friday 9am-5pm”

The proposed lease sets forth that at least one of the two Crowley fuel locations in the Small Boat Harbor needs to maintain these hours at a given time.

On February 11, 2025, the Ports and Harbors Commission voted on a recommendation to approve this lease. On February 12, 2025 the Planning and Zoning Commission voted on a recommendation to approve this lease. The Planning and Zoning Commission had questions regarding spill safety and response for this lease, which Crowley responded to with the following statement:

“We have a facility Response Plan (FRP), that is reviewed and approved by regulatory authorities, that was updated in December 2024 that outlines the Spill Response, Reporting and Notification, Safety, Communications, Deployment Strategies. The prevention portion covers Pollution Prevention and Maintenance, planning for unintentional discharge, discharge detection, and the environmental impacts and risk. The supplemental sections cover training, cleanup and response equipment,

command system, etc.

Tanks, piping, hoses, manifolds, and valves are visually inspected for leaks or structural damage and maintained to reduce potential leaks. All transfers are monitored visually.

The diesel and gasoline control stations include vaporless 3" FE Petro Automatic Line Leak detectors, and an EECO Electronic tank, sump, and piping monitoring systems (manufactured by Tuthill Corp. Cary, North Carolina).

We also have a tank level monitoring system - Veeter-Root - that tracks any inventory loss, and we perform a weekly .2 gallon / hour leak test per State of AK for UST compliance. In addition, we have sumps in place equipped with liquid alarms and if liquid is detected a report is immediately generated."

All other terms and conditions of the proposed lease agreement follow the standard lease language applied to all tideland lessees. Pending Council approval, staff will work with the City Attorney and Crowley Fuels to execute a new agreement.

CITY OF VALDEZ, ALASKA

RESOLUTION #25-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A LEASE WITH CROWLEY FUELS, LLC FOR A 6,230 SQUARE FOOT PORTION OF USS 495 TIDELANDS

WHEREAS, the City of Valdez entered into a lease for a portion of USS 495 Tidelands, with Westmark Hotels, Inc. in 2001 for twenty-one years, ending July 31, 2022 with an additional six (6), five (5) year options to renew; and

WHEREAS, Valdez City Council approved an assignment of leasehold interest from Westmark Hotels, Inc. to Valdez Fuels, LLC in 2001; and

WHEREAS, Valdez City Council approved an assignment of leasehold interest from Valdez Fuels, LLC, to Crowley Fuels, LLC in 2002; and

WHEREAS, the Lease expired July 31, 2022, and Crowley Fuels, LLC desired to continue to lease the property with a two (2) year extension while new terms were negotiated; and

WHEREAS, Resolution #22-76 approved a two year extension to this Lease expiring July 31, 2024 and the lease has been expired in holdover on a month-to-month tenancy since; and

WHEREAS, Crowley Fuels, LLC applied to continue to lease this property for operation of a fuel dock for a term of ten (10) years with four (4), five (5)-year options to renew; and

WHEREAS, City staff and Crowley Fuels, LLC negotiated lease conditions relating to this property; and

WHEREAS, this Lease is subject to fair rental value pursuant to Valdez Municipal Code 14.04.020 which is determined to be 10% of appraised value annually; and

WHEREAS, Section XII of the Valdez Small Boat Harbor Schedule of Rates and Fees adopted by Resolution No. 24-51 provides "Unless expressly provided otherwise in a lease, permit or concession, a fee of four cents (\$0.04) per gallon shall be charged to any person who operates a commercial fueling service at the Valdez Harbors;" and

WHEREAS, in addition to fair rental value and in accord with Section XII of the Valdez Small Boat Harbor Schedule of Rates and Fees, staff proposes that Lessee pay a fuel surcharge of \$00.04 cents per gallon of fuel sold based on the annual fuel throughput from 2024, to be adjusted every five (5) years according to the annual throughput of the most recent year; and

WHEREAS, City staff proposes that the minimum operating hours be set forth for this Lease, and that between the two Crowley Fuels, LLC Lease locations, Crowley Fuels agrees to maintain minimum operating hours as set forth below to ensure continuity of service for Small Boat Harbor users; and

WHEREAS, The Ports and Harbors Commission voted on a recommendation to approve this Lease on February 3, 2025; and

WHEREAS, The Planning and Zoning Commission voted on a recommendation to approve this Lease on February 12, 2025; and

NOW, THEREFORE, NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. The City Council of the City of Valdez, Alaska authorizes a Lease with Crowley Fuels, LLC for a 6,230 square foot portion of USS 495 Tidelands in the form set forth in Appendix A.

Section 2. Lease Term. The initial term of this Lease shall be ten (10) years with four (4), five (5) year options to renew.

Section 3. Section 3.01 and 3.02 of the Lease shall read as follows:

3.01. Rent. The LESSEE shall pay to LESSOR an annual base rent of ten percent (10%) of the fair market appraised value of the Property ("Base Rent"), which value, subject to the adjustment provisions set forth below, is determined to be one thousand and five hundred dollars (\$1,500). In addition, LESSEE shall pay an annual sum equaling four cents (\$00.04) per gallon of fuel sold during the 2024 calendar year ("Fuel Dock Operations Fee") in lieu of any fuel flowage fees owing under the Valdez Harbor Schedule of Rates and Fees. LESSEE shall provide LESSOR access to meters and other records necessary to determine the volume of fuel sold in calendar year 2024. An annual payment of Base Rent and the Fuel Dock Operations Fee shall be made in advance not later than the first day of January of each year of the Lease. Rent for any partial year shall be prorated at the rate of 1/12th of the annual rent per month or portion thereof. Payment of Base Rent and the Fuel Dock Operations Fee shall be made separately to facilitate LESSOR's accounting practices. Base Rent shall be payable at the office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686, or at such other place as LESSOR may designate in writing. The Fuel Dock Operations Fee shall be paid to the City of Valdez, Harbor Master at PO Box 275 Valdez, AK 99686. Delinquent Base Rent or Fuel Dock Operations Fees shall bear interest at the maximum rate of interest allowed per annum.

3.02. Adjustment of Rent. The Property will be reappraised and the annual Base Rent accordingly adjusted every five (5) years thereafter during the term of this Lease. Such appraisal will be based on the value of the Property and shall not include the value of buildings or improvements placed on the Property by LESSEE. The appraised value of the Property for the purposes of determining the annual rental amount shall be by an appraisal done by a State of Alaska license appraiser of LESSOR'S selection. In no event, however, shall the annual rent be less than the original annual rent set forth in paragraph 3.01. In addition, the Fuel Dock Operations Fee shall be adjusted every five (5) years during the term of this lease to reflect four cents (\$00.04) per gallon of fuel sold during the most recent full calendar year immediately preceding the adjustment. LESSEE shall provide LESSOR access to meters and other records necessary to determine the volume of fuel sold in such calendar year. Nothing in this paragraph shall prevent the annual reassessment of the leased Premises for tax purposes to determine its true value as provided by law. Within ninety (90) days of the effective date of any amendment to the Valdez Municipal Code altering the minimum required rent for lease of city property, LESSOR and LESSEE shall amend this Lease to comply with the Valdez Municipal Code. In the event LESSEE refuses to execute such an amendment, LESSEE shall be in default.

Section 4. Section 4.01. of the Lease shall read as follows:

Use. LESSEE shall use the Property for fueling related purposes and for no other purposes. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property. LESSEE shall provide fueling services at the North Fuel Dock Premises or at the South Fuel Dock as depicted on Exhibit B so long as LESSOR is leasing the South Fuel Dock from LESSOR as follows:

- (a) November 1 – April 13 (by Appointment Only)
- (b) April 15 – Thursday before Memorial Day, 7 days a week from 9am-5pm
- (c) Friday of Memorial Day weekend – Labor Day
 - South Fuel Dock – 7 days a week from 6am-10pm
 - North Fuel Dock – 7 days a week from 10am-6pm
- (d) Day after Labor Day – October 15, Monday-Friday 9am-5pm

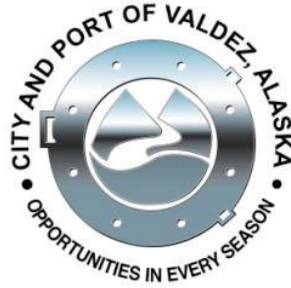
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, this ____ day of _____, 2025.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



RECEIVED
By Nicole Chase at 10:55 am, Aug 29, 2024

CITY OF VALDEZ

APPLICATION FOR LEASE OF CITY OWNED LAND

Application Fee: \$50.00 (Non-refundable)

FEE WAIVED FOR 2017 PER RES# 12-72

This form is to be completed by an individual or an organization proposing to lease City-owned land. Complete in full and to the best of your knowledge. Please explain any omissions and use additional pages where appropriate. If requested, proprietary and financial information of applicants that is so marked will be kept confidential.

The completed application shall be returned to the Valdez Community & Economic Development Department located in City Hall along with the Application fee.

A deposit of \$3,000 will be required prior to the City initiating any required appraisal or land survey. The deposit will be used to offset the cost of the appraisal and land survey. If additional funds are necessary, the applicant will be billed as part of the lease. If there is a balance, it will be applied to the first year's lease payment. This deposit will be the cumulative amount of any required appraisal, land survey or Phase I environmental analysis according to the following schedule:

- * If a survey and/or appraisal are required: \$3,000
- * If a Phase I Environmental Analysis only is required: \$3,000
- * If a survey or appraisal and Environmental Analysis are required: \$5,000
(Required on all industrial land)

1. Name of Individual Completing Application Form:

Name: Jenny Silva Phone: 907-777-5510
Email: Jenny.Silva@Crowley.com Daytime/ Message

Mailing Address: 201 Arctic Slope Ave, Anchorage, AK 99518

2. If other individual(s) or an organization(s) will be a party to this application, indicate below. Attach additional pages as needed:

a) Name _____ Phone: _____

Mailing Address _____

Relationship to other applicant(s) _____

b) Organization's name Crowley Fuels LLC

Address 201 Arctic Slope Ave, Anchorage, AK 99518

Primary Contact: Jenny Silva / Nick Kuhlman

Title: Director, Contract Compliance & Pricing / Program Manager of Facilities, Engineering & Maintenance

Daytime Phone #: 907-777-5510 / 907-830-3966

3. TYPE OF ORGANIZATION: (Check one)

Individuals _____	Business Corporation <u>X</u>
General Partnership _____	Non-Profit Corporation _____
Limited Partnership _____	Non-Profit Association _____
Other _____	

If non-profit, has IRS Tax Exempt Status been obtained? Yes ___ No ___
If yes, attach letter of determination.

Note: Please submit, as appropriate, the following items with this application:

1. Current Alaska business license; Attached
2. Designation of signatory authority to act for organization of other individuals; Attached
3. Certificate and articles of incorporation; Not considered necessary
4. Partnership agreement and amendments; N/A
5. Charter/by-laws for non-profits; N/A
6. Most recent annual financial statement; Separately available upon request

4. Legal Description AFFECTED BY APPLICATION:

Located in Township _____ Range _____ Section, _____ Meridian

Lot/ Block/ Tract/ Subd. _____ Plat # _____

Other Description Portion of USS 495 Tidelands - Approximately 6,230 sq ft rectangular light industrial zoned / tideland site with frontage, visibility and access via N. Harbor Dr. & Valdez Harbor, just south of downtown Valdez. the site is 80%+/- tidelands and improved with a storage / boat dock.

Tax # _____ No. of Acres 6,320 sq ft; 0.14 acres

5. DESCRIBE PROPOSAL. ATTACH NARRATIVE FOR FURTHER DESCRIPTION AND A SITE PLAN (the description should include the use; value and nature of improvements to be constructed; the type of construction; and, the estimated dates for construction to commence and be completed).

Crowley currently owns and operates the existing "North Harbor Fuel Dock", a 14' x 80' floating fuel dock with an attached 8' x 12' dock house. The site includes an 80' x 4' ramp with an approach that connects onshore. Crowley just completed over \$1MM in site improvements in July 2024, including new low-flow / high-flow fuel dispensers with remote monitoring capability, stainless steel piping down the gangway and along the new tourist float to the fuel dock, all new electrical systems including motorized control valves and emergency stops.

6. WHAT IS THE TERM OF THE LEASE DESIRED?

Initial term of 10 years commencing August 1, 2024, with four (4) each five-year renewal options.

7. IF THE REQUEST FOR A LEASE AT LESS THAN FAIR MARKET VALUE, PROVIDE JUSTIFICATION.

N/A

8. PLEASE STATE WHY YOU BELIEVE IT WOULD BE IN THE "BEST INTEREST OF THE CITY" TO APPROVE YOUR PROPOSAL AND PROCESS YOUR APPLICATION.

See attached Exhibit A

9. CURRENT STATUS OF LAND. DESCRIBE ANY EXISTING IMPROVEMENTS, PROVIDE PHOTOGRAPHS IF POSSIBLE.

Crowley currently owns and operates the "North Harbor Fuel Dock", a 14' x 80' floating fuel dock with an attached 8' x 12' dock house. The site includes an 80' ramp with an approach that connects onshore. As noted in Section 5, substantial improvements were completed in July 2024, including featuring a local artist's work on the new above ground fuel storage tank on Best Western property. There are no other current plans for additional construction with the exception of maintenance and in-kind replacement of parts and/or materials. See attached Exhibits B.1, B.2, B.3 and B.4 for photos.

10. HAS APPLICANT PREVIOUSLY PURCHASED OR LEASED CITY LAND OR RESOURCES? X YES NO. IF YES, PROVIDE LEGAL DESCRIPTION, TYPE OR PURCHASE OR LEASE, AND STATUS.

In addition to prior long term leases of both the North and South Harbor Fuel Docks, Crowley currently owns and operates the 'South Harbor Fuel Dock' whose legal description is: Portion of USS 495 Tidelands beginning at the Corner of No. 2 of ATS 621 thence N 10 00'00 W, 49.72 feet to the point of beginning; thence N 10 W, 105 feet; then S 80 W, 80 feet; S 10, 105 feet; thence N 800 00'0024. This lease is currently in the renewal process for a term that will align with this lease of the "North Harbor Fuel Dock". We have planned capital improvements in 2025 for the South Harbor Fuel Dock very similar to those completed in 2023/2024 at the North Harbor Fuel Dock.

11. IF APPLICANT IS A BUSINESS OPERATION, LIST PRESENT BUSINESS ACTIVITIES.

12. IF REQUIRED, ARE YOU PREPARED TO SPEND FUNDS FOR THE FOLLOWING:

- | YES | NO | |
|--------------|-------|---|
| <u> X </u> | _____ | a) Performance bond |
| <u> X </u> | _____ | b) Damage deposit |
| <u> X </u> | _____ | c) General liability insurance |
| <u> X </u> | _____ | d) Worker's compensation insurance |
| <u> X </u> | _____ | e) Survey and platting |
| <u> X </u> | _____ | f) Appraisal fee |
| <u> X </u> | _____ | g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording |
| <u> X </u> | _____ | h) Any federal, state and local permits required |
| <u> X </u> | _____ | I) Maintenance costs (present or future) |

13. LIST THREE (3) CREDIT OR BUSINESS REFERENCES:

Name	Address	Phone #
<hr/>		
Tesoro Corp,	300 Concord Plaza Dr., San Antonio, TX 78216	(210) 626-4063 Beverly Gee
<hr/>		
Kenworth Northwest, Inc.,	20220 International Blvd., SeaTac, WA 98198	(206) 433-5911 Credit Dept
<hr/>		
Seneca Tank, Inc.,	5585 NE 16th Street, Des Moines, IA 50313	(515) 262-5900 Greg Qunit
<hr/>		

14. HAS APPLICANT, OR AFFILIATED ENTITY, EVER FILED A PETITION FOR BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?

No

15. IS APPLICANT, OR AFFILIATED ENTITY, NOW IN DEFAULT ON ANY OBLIGATION TO, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OF LIEN? _____ YES X NO IF YES, EXPLAIN:

COMPLETE THE FOLLOWING APPLICANT QUALIFICATION STATEMENT FOR EACH INDIVIDUAL APPLICANT OR ORGANIZATION. ATTACH ADDITIONAL STATEMENTS IF NEEDED.

APPLICANT QUALIFICATION STATEMENT

I, Jenny Silva (Individual Name)

I, (Individual Name)

I, Kollin Fencil On Behalf of Crowley Fuels LLC (Representative's Name) (Organization's Name)

201 Arctic Slope Ave (Address)

Anchorage, Alaska 99518 (City, State) (Zip)

do hereby swear and affirm for myself as applicant or as representative for the organization noted above that:

- The Applicant is a citizen of the United States, over the age of nineteen; and
If a group, association or corporation, is authorized to conduct business Under the laws of the State of Alaska; and
Has not failed to pay a deposit or payment due the City in relation to City-owned real property in the previous five (5) years; and
Is not currently in breach or default on any contract or lease for real Property transactions in which the City has an interest; and
Has not failed to perform under or is not in default of a contract with the City; and
Is not delinquent in any tax payment to the City.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE TO MY KNOWLEDGE.

Jenny Silva 8/26/24 Applicant Signature Date

[Signature] 8/26/24 Applicant Signature Date

Jenny Silva Print Name

Kollin Fencil Print Name



CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

EXHIBIT A

Additional Response for Sections 8 and 11

Crowley has a longstanding record of providing superior levels of customer service at Alaska ports and harbors. Since 1953, Crowley has provided unique solutions to petroleum distribution, and today, with 18 tank farms in Alaska and a storage capacity of nearly 30 million gallons, we are a leader in the Alaska fuel industry.

Since 1989, Crowley has reliably served the City of Valdez and surrounding communities with local delivery of marine, aviation, and motor vehicle fuels, heating oil for homes and businesses, lubricants, and propane. Our local predecessor, Valdez Fuel Company, built our first fuel dock (the “South Dock”) in Valdez in 1999, and Crowley acquired a second fuel dock (the “North Dock”) in the Valdez harbor in 2002. The South Dock fuels vessels with over a 10,500-gallon fuel capacity and is a U.S. Coast Guard regulated facility subject to Code of Federal Regulation (CFR) compliance requirements of 33 CFR Part 154. For over a decade, we have successfully operated both docks, providing fuel for a range of customers, including the cruise industry, commercial fishing fleets, the U.S. Coast Guard, small-charter fisherman, and recreational fisherman and boaters. Crowley has continuously met the growing needs of the boating community by supplying over 800,000 gallons of fuel directly into vessels annually at these facilities. For more than a decade, Crowley has built a proven record of maintaining its existing Valdez dock facilities in a safe, accessible, and customer-focused manner to meet the community’s needs.

Long Term Operations

Crowley has a long history of providing excellent customer service and enjoys a positive reputation in the Valdez community with our competitively priced fuel products and responsive service. We are keenly aware of the boating community’s needs and staff our existing facilities accordingly. Our docks are staffed from 6 a.m. to 10 p.m. during the long days of the peak summer season and seasonally adjust based on demand through the shoulder seasons and winter months. Crowley ensures there is always someone on call to respond to after-hours fuel needs and constantly looks for ways to improve reliability and service.

Crowley’s Valdez workforce and management are all members of the local community. Each summer season, Crowley recruits local high school graduates or returning college students to operate the North and South fuel docks. We are pleased to provide steady, full-time seasonal employment to young people in the community.

Environmental/Regulatory

All federal, state, and local regulations concerning aboveground storage tanks will be followed, including spill prevention control and countermeasure regulations. Crowley is proud of our record of meeting all

regulatory requirements for the two marine fuel docks we currently operate in the Valdez harbor. One of the tenets of Crowley's Safety, Security, Quality and Environmental Stewardship is, "Operate our vessels and facilities in compliance with regulations and best practices." To achieve this goal all Crowley operations are reviewed by the Operations Integrity Department to ensure all requirements are met. Therefore, we understand that although all marine fuel dock activity is regulated by the USCG, including fuel transfer, record keeping, and dock maintenance, the USCG is not the only regulatory agency that has oversight. The USEPA and ADEC also have oversight. In addition to the USCG's annual inspection of our docks and records, which Crowley has always passed, we internally audit our own operations at least twice a year to ensure compliance.

We are cognizant of the fact that there are multiple regulatory agencies with oversight responsibility and Crowley is well versed in meeting the regulatory requirements of multiple agencies. We have in-house subject matter experts who develop environmental compliance policy and procedures for Crowley operations. Crowley also performs job hazard analysis for each new operation/task to ensure that worker and operational risks are identified prior to the operations and that the appropriate controls are put in place to safeguard both personnel and operations.

EXHIBIT B.1

South Harbor Fuel Dock



EXHIBIT B.2

North Harbor Fuel Dock



EXHIBIT B.3

Both Harbor Fuel Docks – North Dock in foreground and South Dock in background



EXHIBIT B.4

New 4K Gallon Storage Tank installed on Best Western Property



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

CROWLEY FUELS LLC

201 ARCTIC SLOPE AVE, ANCHORAGE, AK 99518-3033

owned by

CROWLEY FUELS LLC

is licensed by the department to conduct business for the period

October 17, 2022 to December 31, 2024
for the following line(s) of business:

42 - Trade; 53 - Real Estate, Rental and Leasing



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

November 1, 2023
Officer Appointments

JOINT UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
CROWLEY FUELS LLC AND
THE BOARD OF DIRECTORS OF
CROWLEY PETROLEUM DISTRIBUTION, INC.

The undersigned, constituting all of the managers of the Board of Managers of Crowley Fuels LLC, a Delaware limited liability company (the “CF Board”) and all the directors of the Board of Directors of Crowley Petroleum Distribution, Inc., an Alaska corporation (the “CPD Board”), hereby adopt the following resolutions by unanimous written or electronic consent on behalf of Crowley Fuels LLC (“CF”), pursuant to the laws of the State of Delaware and its amended and restated operating agreement, and Crowley Petroleum Distribution, Inc. (“CPD”), pursuant to the laws of the State of Alaska and its organizational documents, as if duly adopted at a meeting of the CF Board and the CPD Board, effective as of the date set forth above.

WHEREAS, the CF Board has the authority to remove and appoint the officers of CF; and

WHEREAS, the CPD Board has the authority to remove and appoint the officers of CPD.

NOW, THEREFORE, IT IS RESOLVED, that the CF Board does hereby appoint the following persons to serve as the Officers of the Company, and each such person shall serve until his successor is elected:

Kollin S. Fencil - Senior Vice President & General Manager
Reece B. Alford - Corporate Secretary
Arthur F. Mead, III - Assistant Corporate Secretary
Daniel L. Warner - Chief Financial Officer
Norman S. Himes, Jr. - Vice President and Treasurer
Tony R. Otero - Assistant Treasurer
Robert C. Jefferson - Assistant Treasurer
Richard D. Lamb, Jr. - Assistant Treasurer

FURTHER RESOLVED, that the CPD Board does hereby appoint the following persons to serve as the Officers of the Corporation, and each such person shall serve until his successor is elected:

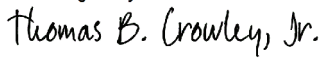
Kollin S. Fencil - President and General Manager
Reece B. Alford - Corporate Secretary
Arthur F. Mead, III - Assistant Corporate Secretary
Daniel L. Warner - Chief Financial Officer
Norman S. Himes, Jr. - Vice President and Treasurer

Tony R. Otero - Assistant Treasurer
Robert C. Jefferson - Assistant Treasurer
Richard D. Lamb, Jr. - Assistant Treasurer


FURTHER RESOLVED, that the officers of the Companies, their designees or other authorized representatives, are hereby directed and authorized, individually, to do and perform any and all such acts and to execute and deliver any and all documents, as they deem necessary or appropriate to accomplish and carry out the intent and purposes of these resolutions; and

FURTHER RESOLVED, that any prior actions and documents previously executed by or at the direction of any officer of the Companies, their designees or other authorized representatives, consistent with the intent and purposes of these resolutions are hereby ratified, affirmed, confirmed and approved in all respects.

IN WITNESS WHEREOF, the CF Board and the CPD Board have adopted the foregoing resolutions on behalf of each of CF and CPD respectively, effective as of the date first set forth above.

DocuSigned by:

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Thomas B. Crowley, Jr.

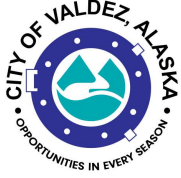
DocuSigned by:

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Raymond F. Fitzgerald

DocuSigned by:

A710183459084A3...

Kollin S. Fencil



Legislation Text

File #: RES 25-0015, **Version:** 1

ITEM TITLE:

#25-15 - Authorizing a Lease with Crowley Fuels, LLC for an 8,400 Square Foot Portion of USS 495 Tidelands (South Fuel Dock)

SUBMITTED BY: Nicole Chase, Planner

FISCAL NOTES:

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

RECOMMENDATION:

Approve resolution #25-15 authorizing a lease with Crowley Fuels, LLC for an 8,400 square foot portion of USS 495 Tidelands (South Fuel Dock)

SUMMARY STATEMENT:

The City of Valdez entered into a lease for an 8,400 square foot portion of USS 495 Tidelands, with Max and Betty Wells in 2001 for seventeen years, commencing on December 1, 2001 and ending the last day of November, 2018 with an additional six, five year options to renew. City Council approved an assignment of leasehold interest from the Estate of Betty J. Wells to Crowley Fuels LLC. The lease was renewed with approval of resolution #18-30 for an additional five-year term expiring November 30, 2023.

The lease has been in holdover with all terms and conditions continuing on a monthly basis since the expiration while the recommended new lease terms were negotiated between staff and Crowley.

Crowley Fuels, LLC has applied to continue to lease this property for use of fuel dock. The new lease is proposed for an initial term of 10 years, with four five-year options to renew the lease. The rent for this lease is subject to fair rental value pursuant to Valdez Municipal Code 14.04.020 which is determined to be 10% of appraised value annually which amounts to \$1,500.00 annually for use of this property according to the most recent appraisal for the location. In addition to the baseline annual rent, staff proposes that lessee pay a fuel surcharge of \$00.04 cents per gallon of fuel sold. The lessee should provide lessor access to meters and other records necessary to determine the annual volume of fuel sold at this location. Staff proposes this negotiated rate since the fair rental value of \$1,500.00 does not adequately capture the true value of this property. The fuel surcharge would be based on annual throughput of fuel in 2024 for the first five years of the lease and adjusted based on the most recent fuel flow every five years following.

Another notable proposed change for this lease is that it sets forth proposed minimum operating hours in response to community feedback regarding call-out fees, and hours of operations. The draft lease establishes the following minimum operating hours:

“LESSEE shall use the Property for fueling related purposes and for no other purposes. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property. LESSEE shall provide fueling services at the South Fuel Dock Premises or at the North Fuel Dock as depicted on Exhibit B so long as LESSOR is leasing the North Fuel Dock from LESSOR as follows:

- (a) November 1 - April 13 (by Appointment Only)

- (b) April 15 - Thursday before Memorial Day, 7 days a week from 9am-5pm

- (c) Friday of Memorial Day weekend - Labor Day

South Fuel Dock - 7 days a week from 6am-10pm

North Fuel Dock - 7 days a week from 10am-6pm

- (d) Day after Labor Day - October 15, Monday-Friday 9am-5pm”

Additionally, Silver Bay Seafoods-Valdez, LLC approached Community Development staff about potentially constructing a fish transfer pipe under the Lease property and the City Attorney recommended including a non-conflicting use clause in the Lease.

The Ports and Harbors Commission voted on a recommendation to approve this lease on February 11, 2025. The Planning and Zoning Commission voted on a recommendation to approve this lease on February 12, 2025. The Planning and Zoning Commission had questions for Crowley regarding their spill safety response and Crowley responded with the following statement:

“We have a facility Response Plan (FRP), that is reviewed and approved by regulatory authorities,

that was updated in December 2024 that outlines the Spill Response, Reporting and Notification, Safety, Communications, Deployment Strategies. The prevention portion covers Pollution Prevention and Maintenance, planning for unintentional discharge, discharge detection, and the environmental impacts and risk. The supplemental sections cover training, cleanup and response equipment, command system, etc.

Tanks, piping, hoses, manifolds, and valves are visually inspected for leaks or structural damage and maintained to reduce potential leaks. All transfers are monitored visually.

The diesel and gasoline control stations include vaporless 3" FE Petro Automatic Line Leak detectors, and an EECO Electronic tank, sump, and piping monitoring systems (manufactured by Tuthill Corp. Cary, North Carolina).

We also have a tank level monitoring system - Veeter-Root - that tracks any inventory loss, and we perform a weekly .2 gallon / hour leak test per State of AK for UST compliance. In addition, we have sumps in place equipped with liquid alarms and if liquid is detected a report is immediately generated."

All other terms and conditions of the proposed lease agreement follow the standard lease language applied to all tideland lessees. Pending Council approval, staff will work with the City Attorney and Crowley Fuels to execute a new agreement.

CITY OF VALDEZ, ALASKA

RESOLUTION # 25-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING A LEASE WITH CROWLEY FUELS, LLC FOR AN 8,400 SQUARE FOOT PORTION OF USS 495 TIDELANDS

WHEREAS, the City of Valdez entered into a lease for an 8,400 square foot portion of USS 495 Tidelands, with Max and Betty Wells in 2001 for seventeen (17) years, commencing on December 1, 2001 and ending the last day of November, 2018 with an additional six (6), five (5) year options to renew; and

WHEREAS, Valdez City Council approved an assignment of leasehold interest from the Estate of Betty J. Wells to Crowley Fuels, LLC; and

WHEREAS, the Lease expired November 30, 2018 and was renewed for an additional five (5) year term via Resolution #18-30, expiring November 30, 2023; and

WHEREAS, this Lease has been in holdover on a month-to-month tenancy since the expiration while staff has worked with Crowley on Lease negotiations; and

WHEREAS, Crowley Fuels, LLC applied to continue to lease this property for operation of a fuel dock for a term of 10 years with four (4), five (5)-year options to renew; and

WHEREAS, City staff and Crowley Fuels, LLC negotiated lease conditions relating to this property; and

WHEREAS, this Lease is subject to fair rental value pursuant to Valdez Municipal Code 14.04.020 which is determined to be 10% of appraised value annually; and

WHEREAS, Section XII of the Valdez Small Boat Harbor Schedule of Rates and Fees adopted by Resolution No. 24-51 provides "Unless expressly provided otherwise in a lease, permit or concession, a fee of four cents (\$0.04) per gallon shall be charged to any person who operates a commercial fueling service at the Valdez Harbors;" and

WHEREAS, in addition to fair rental value and in accord with Section XII of the Valdez Small Boat Harbor Schedule of Rates and Fees, staff proposes that Lessee pay a fuel surcharge of \$00.04 cents per gallon of fuel sold based on the annual fuel through put from 2024, to be adjusted every five (5) years according to the annual through put of the most recent year; and

WHEREAS, City staff proposes that the minimum operating hours be set forth for this Lease, and that between the two Crowley Fuels, LLC Lease locations, Crowley Fuels

agrees to maintain minimum operating hours as set forth below to ensure continuity of service for Small Boat Harbor users; and

WHEREAS, Silver Bay Seafoods-Valdez, LLC approached Community Development staff about potentially constructing a fish transfer pipe under the Lease property and the City Attorney recommended including a non-conflicting use clause in the Lease; and

WHEREAS, The Ports and Harbors Commission voted on a recommendation to approve this Lease on February 11, 2025; and

WHEREAS, The Planning and Zoning Commission voted on a recommendation to approve this Lease on February 12, 2025; and

NOW, THEREFORE, NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. The City Council of the City of Valdez, Alaska authorizes a Lease with Crowley Fuels, LLC for an 8,400 square foot portion of USS 495 Tidelands in the form set forth in Appendix A.

Section 2. Lease Term. The initial term of this Lease shall be ten (10) years with four (4), (5) five-year options to renew.

Section 3. Section 3.01 and 3.02 of the Lease shall read as follows:

“3.01. Rent. The LESSEE shall pay to LESSOR an annual base rent of ten percent (10%) of the fair market appraised value of the Property (“Base Rent”), which value, subject to the adjustment provisions set forth below, is determined to be one thousand and five hundred dollars (\$1,500). In addition, LESSEE shall pay an annual sum equaling four cents (\$00.04) per gallon of fuel sold during the 2024 calendar year (“Fuel Dock Operations Fee”) in lieu of any fuel flowage fees owing under the Valdez Harbor Schedule of Rates and Fees. LESSEE shall provide LESSOR access to meters and other records necessary to determine the volume of fuel sold in calendar year 2024. An annual payment of Base Rent and the Fuel Dock Operations Fee shall be made in advance not later than the first day of January of each year of the Lease. Rent for any partial year shall be prorated at the rate of 1/12th of the annual rent per month or portion thereof. Payment of Base Rent and the Fuel Dock Operations Fee shall be made separately to facilitate LESSOR’s accounting practices. Base Rent shall be payable at the office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686, or at such other place as LESSOR may designate in writing. The Fuel Dock Operations Fee shall be paid to the City of Valdez, Harbor Master at PO Box 275 Valdez, AK 99686. Delinquent

Base Rent or Fuel Dock Operations Fees shall bear interest at the maximum rate of interest allowed per annum.

3.02. Adjustment of Rent. The Property will be reappraised and the annual Base Rent accordingly adjusted every five (5) years thereafter during the term of this Lease. Such appraisal will be based on the value of the Property and shall not include the value of buildings or improvements placed on the Property by LESSEE. The appraised value of the Property for the purposes of determining the annual rental amount shall be by an appraisal done by a State of Alaska license appraiser of LESSOR'S selection. In no event, however, shall the annual rent be less than the original annual rent set forth in paragraph 3.01. In addition, the Fuel Dock Operations Fee shall be adjusted every five (5) years during the term of this lease to reflect four cents (\$00.04) per gallon of fuel sold during the most recent full calendar year immediately preceding the adjustment. LESSEE shall provide LESSOR access to meters and other records necessary to determine the volume of fuel sold in such calendar year. Nothing in this paragraph shall prevent the annual reassessment of the leased Premises for tax purposes to determine its true value as provided by law. Within ninety (90) days of the effective date of any amendment to the Valdez Municipal Code altering the minimum required rent for lease of city property, LESSOR and LESSEE shall amend this Lease to comply with the Valdez Municipal Code. In the event LESSEE refuses to execute such an amendment, LESSEE shall be in default.”

Section 4. Section 4.01. of the Lease shall read as follows:

“Use. LESSEE shall use the Property for fueling related purposes and for no other purposes. LESSEE shall not conduct any illegal activities on the Property or maintain any nuisances on the Property. LESSEE shall provide fueling services at the North Fuel Dock Premises or at the South Fuel Dock as depicted on Exhibit B so long as LESSOR is leasing the South Fuel Dock from LESSOR as follows:

- (a) November 1 – April 13 (by Appointment Only)
- (b) April 15 – Thursday before Memorial Day, 7 days a week from 9am-5pm
- (c) Friday of Memorial Day weekend – Labor Day
 - South Fuel Dock – 7 days a week from 6am-10pm
 - North Fuel Dock – 7 days a week from 10am-6pm
- (d) Day after Labor Day – October 15, Monday-Friday 9am-5pm”

Section 5. Section 4.03. of the Lease shall read as follows:

“Non-conflicting uses. LESSOR may use or allow the use of the Property, other than the fuel dock, in a manner that does not conflict with LESSEE’s use of the property. Such uses may include the installation of infrastructure under the existing gangway on the Property.”

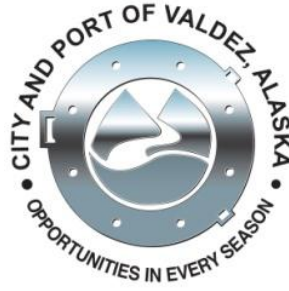
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 4TH day of March, 2025.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



Received 11/28/2023 -NL

CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

Application Fee: \$50.00 (Non-refundable)

FEE WAIVED FOR 2017 PER RES# 12-72

This form is to be completed by an individual or an organization proposing to lease City-owned land. Complete in full and to the best of your knowledge. Please explain any omissions and use additional pages where appropriate. If requested, proprietary and financial information of applicants that is so marked will be kept confidential.

The completed application shall be returned to the Valdez Community & Economic Development Department located in City Hall along with the Application fee.

A deposit of \$3,000 will be required prior to the City initiating any required appraisal or land survey. The deposit will be used to offset the cost of the appraisal and land survey. If additional funds are necessary, the applicant will be billed as part of the lease. If there is a balance, it will be applied to the first year's lease payment. This deposit will be the cumulative amount of any required appraisal, land survey or Phase I environmental analysis according to the following schedule:

- * If a survey and/or appraisal are required: \$3,000
- * If a Phase I Environmental Analysis only is required: \$3,000
- * If a survey or appraisal and Environmental Analysis are required: \$5,000
(Required on all industrial land)

1. Name of Individual Completing Application Form:

Name: _____ Phone: _____
Daytime/ Message

Mailing Address: _____

2. If other individual(s) or an organization(s) will be a party to this application, indicate below. Attach additional pages as needed:

a) Name _____ Phone: _____

Mailing Address _____

Relationship to other applicant(s) _____

b) Organization's name _____

Address _____

Primary Contact: _____

Title: _____

Daytime Phone #: _____

3. TYPE OF ORGANIZATION: (Check one)

Individuals _____	Business Corporation _____
General Partnership _____	Non-Profit Corporation _____
Limited Partnership _____	Non-Profit Association _____
Other _____	

If non-profit, has IRS Tax Exempt Status been obtained? Yes ___ No ___

If yes, attach letter of determination.

Note: Please submit, as appropriate, the following items with this application:

1. Current Alaska business license; Attached
2. Designation of signatory authority to act for organization of other individuals; Attached
3. Certificate and articles of incorporation; Not considered necessary
4. Partnership agreement and amendments; N/A
5. Charter/by-laws for non-profits; N/A
6. Most recent annual financial statement; Separately available upon request

4. Legal Description AFFECTED BY APPLICATION:

Located in Township _____ Range _____ Section, _____ Meridian

Lot/ Block/ Tract/ Subd. _____ Plat # _____

Other Description Portion of USS 495 Tidelands - Legal description beginning at Corner No. 2 of ATS 621
thence N 10 00'00 W, 49.72 feet to the point of beginning; thence N 10 W, 105 feet;
thence S 80 W, 80 feet; S 10 , 105 feet; thence N 80 00'0024 , 80 feet returning to
the point of beginning.

Tax # _____ No. of Acres _____

5. DESCRIBE PROPOSAL. ATTACH NARRATIVE FOR FURTHER DESCRIPTION AND A SITE PLAN (the description should include the use; value and nature of improvements to be constructed; the type of construction; and, the estimated dates for construction to commence and be completed).

Crowley currently owns and operates the existing 'South Harbor Fuel Dock', a 12' x 70' floating fuel dock with an attached 16' x 20; dock house. The site includes a 55' x 4' ramp with an approach that connects on shore. There are no current plans for additional construction with the exception of maintenance and in-kind replacement and/or parts/materials. Crowley acquired two parcels of adjacent land from Wells Trust in 2018 located at 211 and 213 S. Harbor Drive to facilitate the safe operation of the fuel dock. See attached exhibits C.1 and C.2 for most recent site plans.

6. WHAT IS THE TERM OF THE LEASE DESIRED?

Initial term of 8 months to 7/31/24 to align this 'South Harbor Fuel Dock Tideland Lease' with the timing of the current 'North Harbor Fuel Dock Tideland Lease' with six (6)each five year options to renew.

7. IF THE REQUEST FOR A LEASE AT LESS THAN FAIR MARKET VALUE, PROVIDE JUSTIFICATION.

8. PLEASE STATE WHY YOU BELIEVE IT WOULD BE IN THE “BEST INTEREST OF THE CITY” TO APPROVE YOUR PROPOSAL AND PROCESS YOUR APPLICATION.

9. CURRENT STATUS OF LAND. DESCRIBE ANY EXISTING IMPROVEMENTS, PROVIDE PHOTOGRAPHS IF POSSIBLE.

10. HAS APPLICANT PREVIOUSLY PURCHASED OR LEASED CITY LAND OR RESOURCES? _____YES _____ NO. IF YES, PROVIDE LEGAL DESCRIPTION, TYPE OR PURCHASE OR LEASE, AND STATUS.

Approx 6,230 sq ft, a Portion of USS 4956 Tidelands for the 'North Harbor Fuel Dock'. The original lease term was 21 yrs 8/6/01 - 7/31/22 w/ 6 add'l 5 yr options for renewal periods. We executed Amendment No 2 to extend the term 2 yrs to 7/31/24. IDuring the summer of 2023, Crowley converted from two USTs to a single, dual compartment above ground tank; and installed new underground piping and all new electrical system. The plan for 2024 is to to upgrade to all new stainless steel piping down the gangway and along the new tourist float to the fuel dock, to include motorized control valves, emergency stops, and new low-flow and high-flow dispensers with remote monitoring capability.

11. IF APPLICANT IS A BUSINESS OPERATION, LIST PRESENT BUSINESS ACTIVITIES.

12. IF REQUIRED, ARE YOU PREPARED TO SPEND FUNDS FOR THE FOLLOWING:

- | YES | NO | |
|-------|-------|---|
| _____ | _____ | a) Performance bond |
| _____ | _____ | b) Damage deposit |
| _____ | _____ | c) General liability insurance |
| _____ | _____ | d) Worker's compensation insurance |
| _____ | _____ | e) Survey and platting |
| _____ | _____ | f) Appraisal fee |
| _____ | _____ | g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording |
| _____ | _____ | h) Any federal, state and local permits required |
| _____ | _____ | I) Maintenance costs (present or future) |

13. LIST THREE (3) CREDIT OR BUSINESS REFERENCES:

Name	Address	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. HAS APPLICANT, OR AFFILIATED ENTITY, EVER FILED A PETITION FOR BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?

15. IS APPLICANT, OR AFFILIATED ENTITY, NOW IN DEFAULT ON ANY OBLIGATION TO, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OF LIEN? _____ YES _____ NO IF YES, EXPLAIN:

COMPLETE THE FOLLOWING APPLICANT QUALIFICATION STATEMENT FOR EACH INDIVIDUAL APPLICANT OR ORGANIZATION. ATTACH ADDITIONAL STATEMENTS IF NEEDED.

APPLICANT QUALIFICATION STATEMENT

I, Jenny Silva
(Individual Name)

I, _____
(Individual Name)

I, Kollin Fencil On Behalf of Crowley Fuels LLC
(Representative's Name) (Organization's Name)

201 Arctic Slope Ave
(Address)

Anchorage, AK 99518
(City, State) (Zip)

do hereby swear and affirm for myself as applicant or as representative for the organization noted above that:

- The Applicant is a citizen of the United States, over the age of nineteen;
- and
- If a group, association or corporation, is authorized to conduct business Under the laws of the State of Alaska; and
- Has not failed to pay a deposit or payment due the City in relation to City-owned real property in the previous five (5) years; and
- Is not currently in breach or default on any contract or lease for real Property transactions in which the City has an interest; and
- Has not failed to perform under or is not in default of a contract with the City; and
- Is not delinquent in any tax payment to the City.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE TO MY KNOWLEDGE.

Jenny Silva 11/17/23
Applicant Signature Date

[Signature] 11/27/23
Applicant Signature Date

Jenny Silva
Print Name

Kollin Fencil
Print Name



CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

EXHIBIT A

Additional Response for Sections 8 and 11

Crowley has a longstanding record of providing superior levels of customer service at Alaska ports and harbors. Since 1953, Crowley has provided unique solutions to petroleum distribution, and today, with 18 tank farms in Alaska and a storage capacity of nearly 30 million gallons, we are a leader in the Alaska fuel industry.

Since 1989, Crowley has reliably served the City of Valdez and surrounding communities with local delivery of marine, aviation, and motor vehicle fuels, heating oil for homes and businesses, lubricants, and propane. Our local predecessor, Valdez Fuel Company, built our first fuel dock (the “South Dock”) in Valdez in 1999, and Crowley acquired a second fuel dock (the “North Dock”) in the Valdez harbor in 2002. The South Dock fuels vessels with over a 10,500-gallon fuel capacity and is a U.S. Coast Guard regulated facility subject to Code of Federal Regulation (CFR) compliance requirements of 33 CFR Part 154. For over a decade, we have successfully operated both docks, providing fuel for a range of customers, including the cruise industry, commercial fishing fleets, the U.S. Coast Guard, small-charter fisherman, and recreational fisherman and boaters. Crowley has continuously met the growing needs of the boating community by supplying over 800,000 gallons of fuel directly into vessels annually at these facilities. For more than a decade, Crowley has built a proven record of maintaining its existing Valdez dock facilities in a safe, accessible, and customer-focused manner to meet the community’s needs.

Long Term Operations

Crowley has a long history of providing excellent customer service and enjoys a positive reputation in the Valdez community with our competitively priced fuel products and responsive service. We are keenly aware of the boating community’s needs and staff our existing facilities accordingly. Our docks are staffed from 6 a.m. to 10 p.m. during the long days of the peak summer season and seasonally adjust based on demand through the shoulder seasons and winter months. Crowley ensures there is always someone on call to respond to after-hours fuel needs and constantly looks for ways to improve reliability and service.

Crowley’s Valdez workforce and management are all members of the local community. Each summer season, Crowley recruits local high school graduates or returning college students to operate the North and South fuel docks. We are pleased to provide steady, full-time seasonal employment to young people in the community.

Environmental/Regulatory

All federal, state, and local regulations concerning aboveground storage tanks will be followed, including spill prevention control and countermeasure regulations. Crowley is proud of our record of meeting all

regulatory requirements for the two marine fuel docks we currently operate in the Valdez harbor. One of the tenets of Crowley's Safety, Security, Quality and Environmental Stewardship is, "Operate our vessels and facilities in compliance with regulations and best practices." To achieve this goal all Crowley operations are reviewed by the Operations Integrity Department to ensure all requirements are met. Therefore, we understand that although all marine fuel dock activity is regulated by the USCG, including fuel transfer, record keeping, and dock maintenance, the USCG is not the only regulatory agency that has oversight. The USEPA and ADEC also have oversight. In addition to the USCG's annual inspection of our docks and records, which Crowley has always passed, we internally audit our own operations at least twice a year to ensure compliance.

We are cognizant of the fact that there are multiple regulatory agencies with oversight responsibility and Crowley is well versed in meeting the regulatory requirements of multiple agencies. We have in-house subject matter experts who develop environmental compliance policy and procedures for Crowley operations. Crowley also performs job hazard analysis for each new operation/task to ensure that worker and operational risks are identified prior to the operations and that the appropriate controls are put in place to safeguard both personnel and operations.

EXHIBIT B.1

South Harbor Fuel Dock



EXHIBIT B.2

North Harbor Fuel Dock



EXHIBIT B.3

Both Harbor Fuel Docks – North Dock in foreground and South Dock in background



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

CROWLEY FUELS LLC

201 ARCTIC SLOPE AVE, ANCHORAGE, AK 99518-3033

owned by

CROWLEY FUELS LLC

is licensed by the department to conduct business for the period

October 17, 2022 to December 31, 2024
for the following line(s) of business:

42 - Trade; 53 - Real Estate, Rental and Leasing



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

November 1, 2023
Officer Appointments

JOINT UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
CROWLEY FUELS LLC AND
THE BOARD OF DIRECTORS OF
CROWLEY PETROLEUM DISTRIBUTION, INC.

The undersigned, constituting all of the managers of the Board of Managers of Crowley Fuels LLC, a Delaware limited liability company (the “CF Board”) and all the directors of the Board of Directors of Crowley Petroleum Distribution, Inc., an Alaska corporation (the “CPD Board”), hereby adopt the following resolutions by unanimous written or electronic consent on behalf of Crowley Fuels LLC (“CF”), pursuant to the laws of the State of Delaware and its amended and restated operating agreement, and Crowley Petroleum Distribution, Inc. (“CPD”), pursuant to the laws of the State of Alaska and its organizational documents, as if duly adopted at a meeting of the CF Board and the CPD Board, effective as of the date set forth above.

WHEREAS, the CF Board has the authority to remove and appoint the officers of CF; and

WHEREAS, the CPD Board has the authority to remove and appoint the officers of CPD.

NOW, THEREFORE, IT IS RESOLVED, that the CF Board does hereby appoint the following persons to serve as the Officers of the Company, and each such person shall serve until his successor is elected:

Kollin S. Fencil - Senior Vice President & General Manager
Reece B. Alford - Corporate Secretary
Arthur F. Mead, III - Assistant Corporate Secretary
Daniel L. Warner - Chief Financial Officer
Norman S. Himes, Jr. - Vice President and Treasurer
Tony R. Otero - Assistant Treasurer
Robert C. Jefferson - Assistant Treasurer
Richard D. Lamb, Jr. - Assistant Treasurer

FURTHER RESOLVED, that the CPD Board does hereby appoint the following persons to serve as the Officers of the Corporation, and each such person shall serve until his successor is elected:

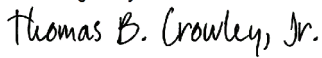
Kollin S. Fencil - President and General Manager
Reece B. Alford - Corporate Secretary
Arthur F. Mead, III - Assistant Corporate Secretary
Daniel L. Warner - Chief Financial Officer
Norman S. Himes, Jr. - Vice President and Treasurer

Tony R. Otero - Assistant Treasurer
Robert C. Jefferson - Assistant Treasurer
Richard D. Lamb, Jr. - Assistant Treasurer

FURTHER RESOLVED, that the officers of the Companies, their designees or other authorized representatives, are hereby directed and authorized, individually, to do and perform any and all such acts and to execute and deliver any and all documents, as they deem necessary or appropriate to accomplish and carry out the intent and purposes of these resolutions; and

FURTHER RESOLVED, that any prior actions and documents previously executed by or at the direction of any officer of the Companies, their designees or other authorized representatives, consistent with the intent and purposes of these resolutions are hereby ratified, affirmed, confirmed and approved in all respects.

IN WITNESS WHEREOF, the CF Board and the CPD Board have adopted the foregoing resolutions on behalf of each of CF and CPD respectively, effective as of the date first set forth above.

DocuSigned by:

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Thomas B. Crowley, Jr.

DocuSigned by:

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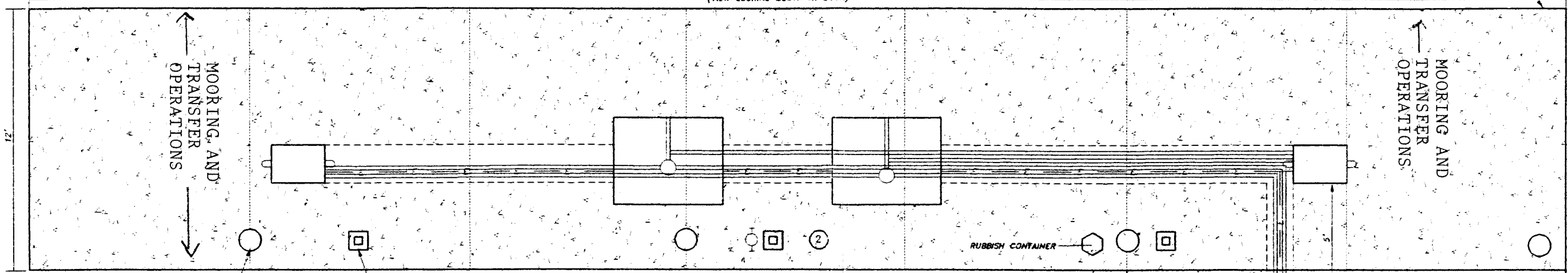
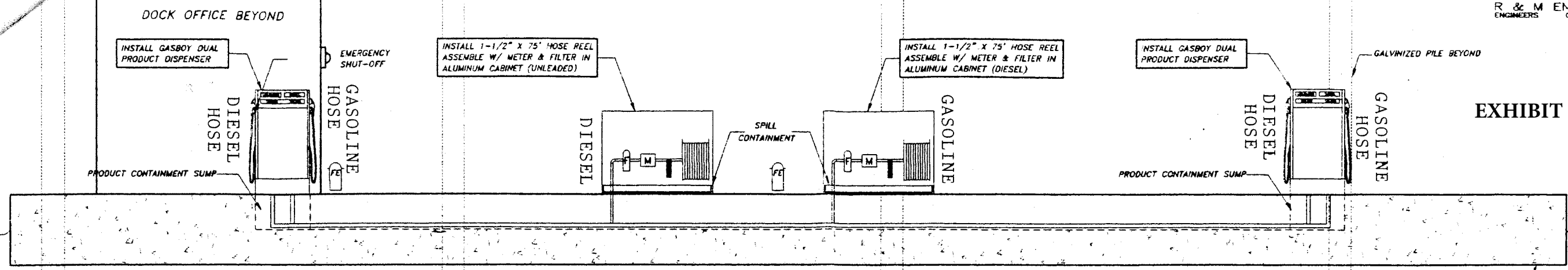
Raymond F. Fitzgerald

DocuSigned by:

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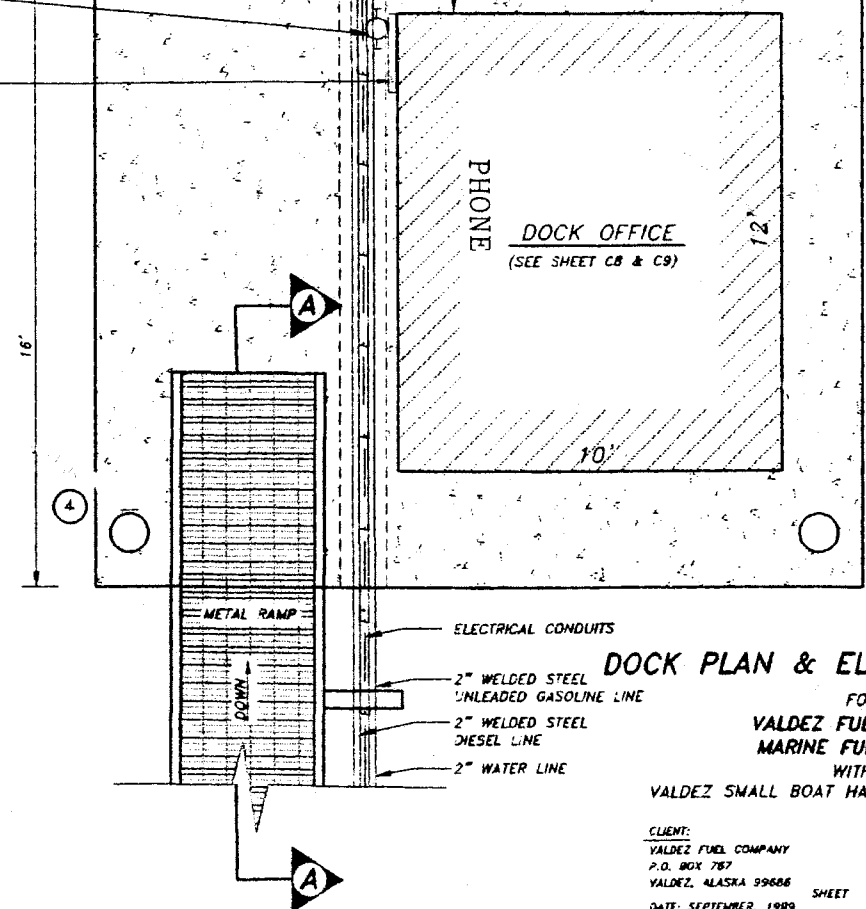
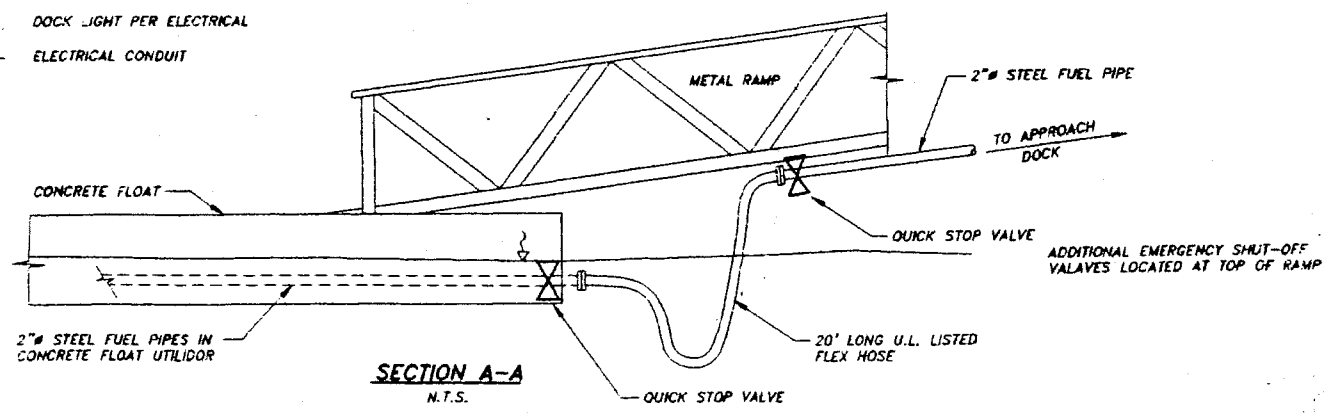
Kollin S. Fencil

EXHIBIT C.1



SYMBOLS

- 30# A-B-C FIRE EXTINGUISHER
- FUEL FILTER
- FUEL METER
- GROUNDING REEL
- REQUIRED WARNING SIGN PER DETAIL ON SHEET C6
- DOCK LIGHT PER ELECTRICAL
- ELECTRICAL CONDUIT



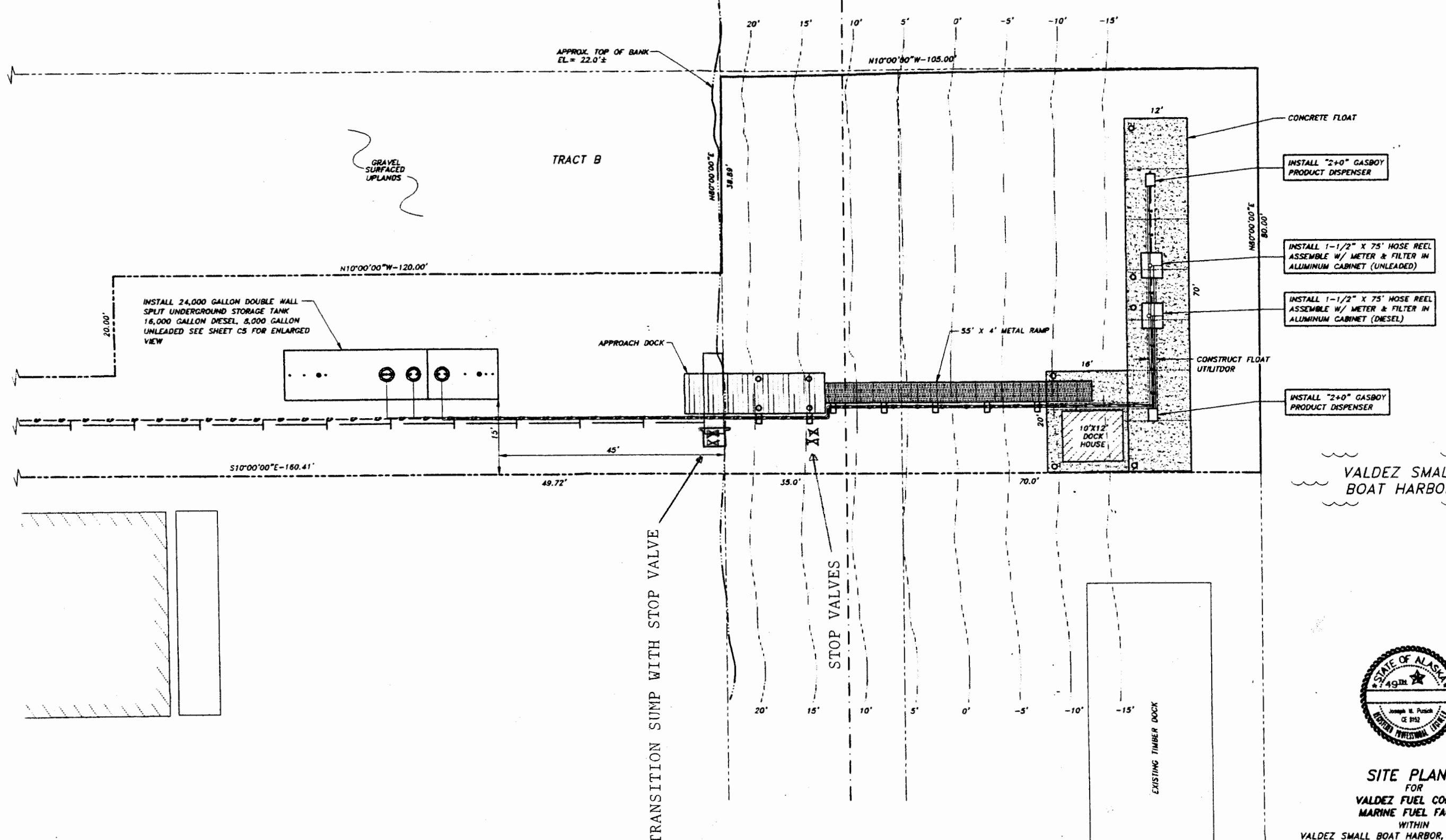
DOCK PLAN & ELEVATION VIEWS
FOR
VALDEZ FUEL COMPANY
MARINE FUEL FACILITY
WITHIN
VALDEZ SMALL BOAT HARBOR, VALDEZ ALASKA

CLIENT: VALDEZ FUEL COMPANY
P.O. BOX 787
VALDEZ, ALASKA 99686
DATE: SEPTEMBER, 1989

ENGINEER: R&M ENGINEERING, INC.
P.O. BOX 34278
JUNEAU, ALASKA 99803
R&M PROJ. NO. 991403

PLOT: 01:1:04M73/50711.440 3:10 PM, BY: JMP

EXHIBIT C.2



991403/CG.DWG/1:10 PLOT: 8/27/99, 2:30 PM, BY: KAP

SITE PLAN



SITE PLAN 1
 FOR
VALDEZ FUEL COMPANY
MARINE FUEL FACILITY
 WITHIN
 VALDEZ SMALL BOAT HARBOR, VALDEZ ALASKA

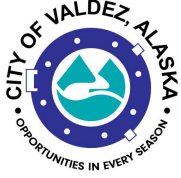
CLIENT:
 VALDEZ FUEL COMPANY
 P.O. BOX 767
 VALDEZ, ALASKA 99686

ENGINEER:
 R&M ENGINEERING, INC.
 P.O. BOX 34278
 JUNEAU, ALASKA 99803

DATE: AUGUST, 1999

SHEET **C6** OF X

R&M PROJ. NO. 991403.3



Legislation Text

File #: 25-0091, **Version:** 1

ITEM TITLE:

Procurement Report: Agreement for Professional Services - Valdez Wastewater Treatment Facility
APDES Permit Renewal

SUBMITTED BY: John Witte, Public Works Director

FISCAL NOTES:

Expenditure Required: \$87,497.00

Unencumbered Balance: \$88,000

Funding Source: 403-7200-43200, Sewer Department, Professional Fees & Services

RECOMMENDATION:

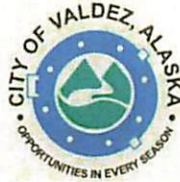
Receive and file this report for informational purposes.

SUMMARY STATEMENT:

The contract is for professional services provided by HDR Engineering, Inc. to assist the City of Valdez in renewing the Alaska Pollutant Discharge Elimination System (APDES) Discharge Permit (AK0021431) for the Valdez Wastewater Treatment Facility. This renewal is necessary to ensure continued compliance with state and federal wastewater discharge regulations.

HDR Engineering, Inc. was selected as the most advantageous provider due to their experience with APDES permit renewals, familiarity with local regulations, and their comprehensive understanding of the Valdez Wastewater Treatment Facility.

This procurement report is provided in accordance with Valdez Municipal Code 2.80.040 Approval of City Council Required-Procurements. As the procurement amount exceeds \$40,000 but does not exceed \$100,000 and is a budgeted contractual service, city council approval is not required. However, notification to the council through this report is necessary.



**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and HDR Engineering, Inc. ("Consultant") is effective on the 14th day of February 2025

All work under this agreement shall be referred to by the following:

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No:

Contract No.: 2329

Cost Code: 403-7200-43200

Consultant's project manager under this agreement is Cynthia Helmericks.

Consultant's project manager may not be changed without the written consent of the City.

City's project manager is Brad Koch.

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 \$87,497.00.

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 720 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

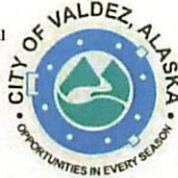
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

Cost Code: 403-7200-43200



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:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
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
Professional Liability*	\$1,000,000	\$2,000,000

*(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
B	Basis of Compensation
C	General Conditions

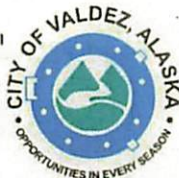
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

Cost Code: 403-7200-43200



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.

HDR Engineering, Inc.

Signed by: *anna koh1*

60403AAD9D7D4D6...

Authorized Signature

Anna Koh1

Printed name

2/18/2025 | 10:43 AM AKST

Date:

Vice President

Title:

47-0680568

FEDERAL ID #:

582 E. 36th Avenue, suite 500

Mailing Address

Anchorage, AK 99503

City, State, Zip Code

Signature of Company Secretary or Attest

2/18/2025 | 10:43 AM AKST

Date:

CITY OF VALDEZ, ALASKA

APPROVED:

John Douglas
John Douglas, City Manager

Date:

2/19/25

ATTEST:

Sheri L. Pierce
Sheri L. Pierce, MMC, City Clerk

Date:

2/19

RECOMMENDED:

John Witte
John Witte, Public Works Director

Date:

2/18/2025

APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jon S. Wakeland
Jon S. Wakeland

Date:

2/10/25



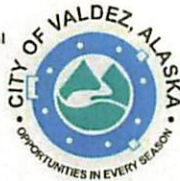
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

Cost Code: 403-7200-43200



**Appendix A
Scope of Work**

BASIC SERVICES

HDR Engineering Inc. (HDR) to aid the City of Valdez (COV) in renewing the Alaska Pollutant Discharge Elimination System (APDES) Discharge Permit (AK0021431) for the Wastewater Treatment Facility (WWTF).

The scope of work is more specifically described in the attached proposal dated May 31, 2024 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.

**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 \$87,497.00 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).

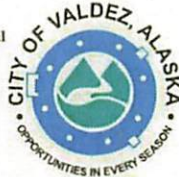
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

Cost Code: 403-7200-43200



**Appendix C
General Conditions**

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: 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.

City's Project Manager: 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.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): 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.

Prime Compensation: 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.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

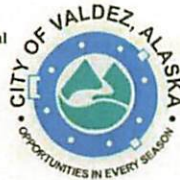
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

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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.

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.

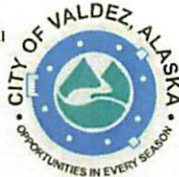
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

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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. 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 n/a, 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.

Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

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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. Changes:

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 or 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). If the City terminates this

Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

Cost Code: 403-7200-43200



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. Any re-use the City might make of these work products shall be at the City's own risk and the

Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

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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.

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

Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

Project No.

Contract No. 2329

Cost Code: 403-7200-43200



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 Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

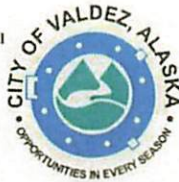
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

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Contract No. 2329

Cost Code: 403-7200-43200



- 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.

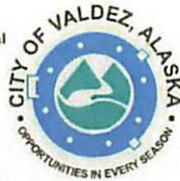
Agreement for Professional Services

Project: Valdez Wastewater Treatment Facility APDES Permit Renewal

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Cost Code: 403-7200-43200



**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:

Project Number: / Contract Number:

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.



May 31, 2024

Brad Koch
Utility Manager
City of Valdez
bkoch@valdezak.gov

Subject: Proposal for Valdez Wastewater Treatment Facility APDES Permit Renewal

Dear Mr. Koch,

This proposal is for HDR Engineering, Inc. (HDR) to aid the City of Valdez (COV) in renewing the Alaska Pollutant Discharge Elimination System (APDES) Discharge Permit (AK0021431) for the Wastewater Treatment Facility (WWTF).

Scope of Services

HDR will perform the following scope of services:

1. HDR will compile and review monitoring data for the WWTF outfall, receiving water sample sites in Port Valdez, and other data collected during the permit cycle relating to the WWTF.
2. HDR will conduct a Reasonable Potential Analysis (RPA) to determine what parameters will potentially have effluent limits and calculate water quality based effluent limits (WQBELs) using 5 years of effluent and receiving water data. This analysis will indicate the need for and values of potential limits in the renewed permit. The analysis will be performed using the currently authorized discharge flow limit of 2.5 million gallons per day (mgd) as the daily maximum.
3. The monitoring and flow data compiled in Task 1 will be used in CORMIX mixing zone modeling software to determine the mixing zone size and associated dilution. The results will be compared to the previous CORMIX model completed by HDR in 2020 to identify potential changes to the mixing zone and dilution factors. The mixing zone analysis will provide information to include in Form 2M, the CORMIX Mixing Zone Checklist, and the output file of the CORMIX analysis that will be completed by HDR. Form 2M, CORMIX Mixing Zone Checklist, and the CORMIX output file will be submitted with the renewal permit application as required by ADEC.
4. An Industrial User Survey must be submitted with Form 2A that includes a list of industries or business that discharge and/or have the potential to discharge non-domestic wastewater to COV WWTP. HDR will aid COV in compiling the list and providing the ADEC requested information for each industry/business on the list. The estimated hours and cost for the industrial user survey is based on the population and size of COV and that there are relatively few industrial users that discharge non-domestic wastewater into the WWTF collection system.



5. Based on the RPA, HDR will complete an anti-backsliding analysis to determine if the updated effluent limits for parameters previously listed in the WWTF's discharge permit are less restrictive than the previous permitted limits. If there are, the analysis will determine if there is a potential request for an exception to the ADEC anti-backsliding regulations. If it is determined that the COV can apply for an exception the request will be drafted and included with the permit application.
6. The RPA analysis will also indicate which parameters will need to be discussed in the Antidegradation Analysis that will be completed by HDR as a part of Form 2G. The Antidegradation analysis will include estimated cost of treatment alternatives if a mixing zone is not authorized.
7. The APDES permit renewal application package documents will be populated with information gathered during the previous tasks and bundled by HDR for COV review. There will be one round of review by COV. Requested changes and additions provided in written comments from COV will be incorporated into a final version of the renewal application that will be packaged by HDR and submitted to COV for signature and submission to ADEC.
8. HDR will attend up to four meetings with ADEC and COV by video conference, as needed, and assist with permit negotiations up to the limits of HDR's budget for this task. HDR has estimated the level of effort and budget for this task based on prior experience; however, it is understood that it is not possible to predict the amount of time necessary for negotiations and requests by the regulators for additional information. The meetings to coordinate comments on the pre-draft and draft permits are assumed to be one hour in length with three HDR team members attending.
9. HDR will review and provide comments to COV on one pre-draft and one draft permit issued by ADEC. The comments will be submitted to COV in an excel format for review. Two meetings will be conducted to discuss the pre-draft and draft permits with COV. The final comments will be submitted to ADEC on COV letterhead by COV.
10. HDR includes project management activities for the estimated 10-month duration of the project. These activities include project accounting, invoicing, and administration of HDR's quality program for the project. In addition to meetings identified elsewhere in this Scope of Work this task also includes a biweekly ½-hour telephone meeting between HDR and COV to discuss progress, information needs, and upcoming work activities for a duration of 4 months, the time needed from Notice-To-Proceed (NTP) to the submission of the permit renewal application.

"Appendix B"

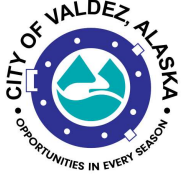
HDR Engineering, Inc.
WWTP Discharge Permit Renewal

Time and Materials

WWTP Discharge Permit Renewal		Project Role						Hour Subtotal	Cost Subtotal	TOTAL COSTS
		PM/Water Quality Scientist	Sr. Water Resource Engineer	Sr Engineer/QC	GIS Analyst	Project Accountant	Wastewater Engineer			
		Employee	Helmericks, Cynthia Lee Milligan (Cindy)	Kasch, Michael Stephan	Dupuis, Thomas V	Brisbois, Caroline Michelle	Hall, Calley Nicole			
Estimated 2025 Rates		\$182.95	\$206.96	\$301.36	\$108.11	\$144.69	\$250.77			
1	APDES Permit Renewal Application	160	116	98	8	16	6	404	\$87,497	\$87,497
1.1	Collection and Review of effluent and receiving waterbody data	16	16	8				40	\$8,649	\$8,649
1.2	RPA & WQBELS Analysis	20		10				30	\$6,673	\$6,673
1.3	Mixing Zone Analysis		40	8	4			52	\$11,122	\$11,122
1.4	Industrial User Survey		20	12				32	\$7,756	\$7,756
1.5	Anti-backsliding Analysis	16		8				24	\$5,338	\$5,338
1.6	Anti-degradation Analysis	40		8			6	54	\$11,233	\$11,233
1.7	APDES Permit Application Document Prep	24	20	16	4			64	\$13,784	\$13,784
1.8	Meetings & Negotiations with ADEC	8	8	8				24	\$5,530	\$5,530
1.9	Review of pre-draft and draft permit	16	8	16				40	\$9,405	\$9,405
1.10	Project Management	20	4	4		16		44	\$8,007	\$8,007
*Rates based on multiplier with yearly escalation										
Basic Services - Labor Hour Total		160	116	98	8	16	6			
BASIC SERVICES - TOTAL COSTS		\$29,272	\$24,007	\$29,533	\$865	\$2,315	\$1,505	404	\$87,497	\$87,497

Notes:

1



Legislation Text

File #: 25-0092, **Version:** 1

ITEM TITLE:

Auction Report: 2003 Ford Expedition

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 2003 Ford Expedition.

SUMMARY STATEMENT:

The 2003 Ford Expedition was auctioned in accordance with Valdez Municipal City Code 4.06.020. The vehicle was sold for \$2,700.00, with a fair market value set at \$4,280.00. 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: **2003 Ford Expedition, Eddie Bauer Sport Utility 4D**

Description of the item with a list of any damages or issues:

The 2003 Ford Expedition 4WD is a full-size SUV featuring a robust 5.4L V8 engine, which delivers strong power and towing capacity. This model can comfortably seat up to 6 passengers and provides ample cargo space. The four-wheel drive (4WD) system enhances off-road capability and traction in challenging conditions. Overall, the 2003 Expedition 4WD balances comfort, performance, and versatility.

Issues:

- Driver-side door does not open from the inside.

Date taken out of service: **12/27/2024**

Date of Purchase: **06/30/2003**

Original Purchase Price: **\$26,434.00**

Estimation of Fair Market Value: **\$4,280.00 (Market Research through Kelly Blue Book)**
\$2,140.00 Reserve Price

Department Director: John Witte

Date: **12/27/2024**

Fair Market Value Established by the City Manager: \$Click or tap here to enter text. **4280**

City Manager: Bart Hinkle

Bart Hinkle, Assistant City Manager (for John Douglas, City Manager)

Date: **12/30/2024**

Include pictures with this form for the City Manager.



Save this car



How Hot Is the Market for Your Car? ⓘ

Unlock Now

Private Party Range
\$2,487 - \$4,280
Private Party Value
\$3,384



ⓘ Important info
& definitions

Value valid as of **12/27/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: **144,630** ✎ ZIP Code: **99686** 📍

Condition
Good



Edit Options

PRIVATE SELLER Exchange



Reach millions of buyers on Autotrader and KBB.com



Free vehicle history report



Secure transactions and financing



Verified buyers and sellers

Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader



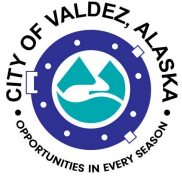
Kelley Blue Book

Sell My Car

Get My Instant Cash Offer →







Legislation Text

File #: 25-0083, **Version:** 1

ITEM TITLE:

March 2025 Council Calendar

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:

The March 2025 City Council calendar is attached for review.

March 2025

Valdez City Council Calendar



						1
2	3	4	5	6	7	8
	7 PM – Ports & Harbors Commission Meeting Property Tax Assessments Mailed	6 PM – Council Work Session: CVEA 7 PM – City Council Regular Meeting				
9	10	11	12	13	14	15
	6 PM – School Board Work Session 7 PM- School Board Meeting	6:30 PM – Parks & Rec Commission	7 PM – Planning & Zoning Commission			
16	17	18	19	20	21	22
	5 PM – Beautification Commission Work Session - CM and Council Members Invited Local Candidate Petitions Due	6 PM – Council Work Session 7 PM – City Council Regular Meeting				
23	24	25	26	27	28	29
	6 PM – School Board Work Session 7 PM- School Board Meeting		7 PM– Planning & Zoning Commission			
30	31					
Council DC Travel	Council DC Travel Seward’s Day Holiday					

Note 1: This calendar is subject to change. Contact the Clerk’s Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise indicated, all meetings occur in Valdez Council Chambers.

Updated 2.26.25