



# City of Valdez

212 Chenega Ave.  
Valdez, AK 99686

## Meeting Agenda

### City Council

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Tuesday, April 18, 2017

7:00 PM

Council Chambers

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#### Regular Meeting

#### REGULAR AGENDA - 7:00 PM

##### I. CALL TO ORDER

##### II. PLEDGE OF ALLEGIANCE

##### III. ROLL CALL

##### IV. PUBLIC APPEARANCES

1. [Federal Lobbyist Capitol Hill Consulting Group](#)
2. [Mr. Brett Obray, White Environmental - City Hall and Fire Station Mold & Asbestos Presentation](#)

##### V. PUBLIC BUSINESS FROM THE FLOOR

##### VI. CONSENT AGENDA

1. [Accounts Receivable Write-Offs](#)

##### VII. NEW BUSINESS

1. [Approval to Purchase Radios and Accessories from Motorola Solutions in the Amount of \\$226,409.73](#)
2. [Approval of Contract with Gilpatrick's Greenhouses in the Amount of \\$34,800 for Flower Planting and Maintenance](#)
3. [Appointment to City Library Board](#)
4. [Appointments to Valdez Museum & Historical Archive Board of Directors](#)
5. [Approve Award of 2017 Downtown Beautification Matching Grants in the Amount of \\$44,257.46](#)
6. [Approval of North Glacier Stream Bridge Public Easement](#)

7. [Approval to Purchase a 2017 Chevy Tahoe from Alaska Sales and Service, Including Accessories from Various Suppliers and Travel Expenses in the Amount of 65,844.85](#)
8. [Approval to Purchase a Caterpillar 966M Loader from NC Machinery, Including Chains and Freight in the Amount of \\$326,223.00](#)
9. [Approval to Purchase a 2017 Chevrolet Express Commercial Cutaway Van with a Knapheide Service Body from Alaska Sales and Service, Including Tires and Travel Costs in the Amount of \\$59,351.21](#)
10. [Approval of Contract with Alaskan Industries to Replace the Valdez High School Gymnasium Floor in the Amount of \\$444,800](#)
11. [Approval of Contract with Zastrow Enterprises for the Clinic Sidewalk Replacement in the Amount of \\$41,187.48](#)
12. [Approval of a Professional Services Agreement with Bezek Durst Seiser \(BDS Architects\) for Design of the City Hall Roof Replacement in the Amount of \\$51,000](#)
13. [Approval of a Professional Services Agreement with Bezek Durst Seiser \(BDS Architects\) for Design of the School District Office, Teen Center and Harbormaster Roof Replacements in the Amount of \\$83,000](#)
14. [Approval of a Professional Services Agreement with Winchester Alaska for Conceptual and 35% Design of the Hospital Oxygen Generator Relocation in the Amount of \\$42,266](#)
15. [Authorization for City Administration to Negotiate with Gavora, Inc. for Purchase of Lot 2 Sleepy Hollow Addition #5](#)

#### VIII. RESOLUTIONS

1. [#17-13 - Amending the 2017 Budget By Accepting the State Of Alaska Department Of Natural Resources Division Of Forestry 2017 Volunteer Fire Assistance Grant in the Amount of \\$7,500 and Authorizing the Expenditure](#)

#### X. REPORTS

1. [Controlled Substance Policy](#)
2. [Human Resources Report-March 13 to April 11](#)
3. [Aleutian Village Trailer Park Update](#)
4. [Airport and City Hall relocation/remodeling costs](#)

#### IX. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report

1. [City Manager Report](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

2. [Mayor Report](#)

XI. COUNCIL BUSINESS FROM THE FLOOR

XII. ADJOURNMENT

XIII. APPENDIX

1. [Council Calendars - April & May 2017](#)

2. [Secure Rural Schools Support for Funding Letter](#)



## Agenda Statement

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**File #:** 17-0192      **Version:** 1

**Type:** Public Appearances      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Federal Lobbyist Capitol Hill Consulting Group

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2016 Federal Legislative Priorities](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Federal Lobbyist Capitol Hill Consulting Group

**SUBMITTED BY:** Todd Wegner/ Assistant City Manager

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

### **RECOMMENDATION:**

[Click here to enter text.](#)

### **SUMMARY STATEMENT:**

The city federal lobbyist Stratton Edwards from Capitol Hill Consulting Group will update the City Council on federal issues that pertain to the City of Valdez.

A copy of the 2016 Federal Legislative Priorities has been attached for Council as a reference. Mr. Edwards will be updating the council regarding several of these topics.





## Agenda Statement

**File #:** 17-0193      **Version:** 1  
**Type:** Public Appearances      **Status:** Agenda Ready  
**File created:** 4/10/2017      **In control:** City Council  
**On agenda:** 4/18/2017      **Final action:**  
**Title:** Mr. Brett Obray, White Environmental - City Hall and Fire Station Mold & Asbestos Presentation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Mr. Brett Obray, White Environmental - City Hall and Fire Station Mold & Asbestos Presentation

**SUBMITTED BY:** Jason Miles, PE, Capital Facilities Director

### **FISCAL NOTES:**

Expenditure Required: N/A  
Unencumbered Balance: N/A  
Funding Source: N/A.

### **RECOMMENDATION:**

N/A

### **SUMMARY STATEMENT:**

Mr. Brett Obray with White Environmental will clarify mold and asbestos issues associated with the Fire Station and City Hall.



## Agenda Statement

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**File #:** 17-0194      **Version:** 1

**Type:** Consent Item      **Status:** Agenda Ready

**File created:** 4/9/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Accounts Receivable Write-Offs

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:** [write offs.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Accounts Receivable Write-Offs

**SUBMITTED BY:** Brian Carlson, Finance Director.

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Approve write-offs exceeding \$500.

### **SUMMARY STATEMENT:**

The four-page attachment itemizes accounts receivable items to be forwarded to a collections agency. City Code stipulates that only Council may authorize write-offs exceeding \$500.

Items less than \$500 are presented for Council information, but do not require explicit Council action.

New to this report are traffic tickets, which have been subject to different collection methods over time. Staff opinion is that routing these through the collections agency process is the most expedient method to collect these delinquent amounts. Chief Hinkle will be present to answer any questions specific to this category of delinquencies.



## Agenda Statement

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**File #:** 17-0195      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/3/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval to Purchase Radios and Accessories from Motorola Solutions in the Amount of \$226,409.73

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval to Purchase Radios and Accessories from Motorola Solutions in the Amount of \$226,409.73

**SUBMITTED BY:** Tracy Raynor, Fire Chief.

### **FISCAL NOTES:**

Expenditure Required: \$226,409.73.

Unencumbered Balance:

Funding Source: 350-0400-5800.

### **RECOMMENDATION:**

Approve the purchase of the Motorola Radios and accessories from Motorola Solutions in the amount of \$226,409.73.

### **SUMMARY STATEMENT:**

During the budget process the City Council approved spending \$226,409.73 for new Motorola Radios and the accessories to operate the units.

This is the final phase of the three phase approach which council approved in 2015.

This cost of the radios uses governmental pricing with the contract NASPO - 06913.



## Agenda Statement

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**File #:** 17-0196      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/4/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of Contract with Gilpatrick's Greenhouses in the Amount of \$34,800 for Flower Planting and Maintenance

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Flower Planting and Care - Bid Summary.pdf](#)  
[ITB FLOWER 2017.FINAL.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of Contract with Gilpatrick's Greenhouses in the Amount of \$34,800 for Flower Planting and Maintenance

**ED BY:** Darryl Verfaillie, PRCS Director

### **FISCAL NOTES:**

Expenditure Required: \$34,800.00  
Unencumbered Balance: \$35,000.00  
Funding Source: 001-6500-43400

### **RECOMMENDATION:**

Approve award of Flower Planting and Care Contract to Gilpatrick's Greenhouses in the amount of \$34,800.00 to provide for the planting and maintenance of plants and flowers at designated locations throughout the City of Valdez.

### **SUMMARY STATEMENT:**

This solicitation went out for bid on 10 February 2017 and closed on 15 March 2017. A non-mandatory pre-bid conference was held at the office of Capital Facilities on 08 March 2017 with one potential bidder in attendance (Gilpatrick's Greenhouses).

A total of two (2) bids were received (both meeting local bidder preference) - however the lower of the two bids failed to meet the minimum bidder qualifications outlined on page 7 of the bid package (attached).

Specifically: "Bidder must have a minimum of ten (10) years experience in planting and maintaining large volumes (more than 2000) of flowering plants in Alaska." To Note: Ten years experience has been the

standard with regard to this contract as the Alaska growing season is - on average - half as long as the growing season in communities in the lower 48 which would equate to approximately five (5) years experience "outside." This statement is in no way intended to diminish the quality of work presented by the competing bidder and/or his on-site supervisor, but rather to simply state that neither the quantity nor the duration of experience in dealing with flowering plants in Alaska met the aforementioned requirements.

Once approved, the contract is scheduled to begin on May 1st and all work is to be completed in accordance with the contract documents each year on or about September 30<sup>th</sup>.

**Contract term shall be five (5) years and will contain two (2) one-year renewal options, which may be exercised by the City of Valdez by council approval prior to expiration of the contract.**



## Agenda Statement

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**File #:** 17-0197      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/4/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Appointment to City Library Board

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Dwight Morrison Library Board Application April 2017](#)  
[Wendy Langseth Library Board Application April 2017](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Appointment to City Library Board

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Appoint one applicant to serve a three year term on the City Library Board.

### **SUMMARY STATEMENT:**

One vacancy currently exists on the City Library Board due to term expiration.

The City Clerk's Office advertised the vacancy and received two applications:

1. Dwight Morrison
2. Wendy Langseth



## Agenda Statement

**File #:** 17-0198 **Version:** 1  
**Type:** New Business **Status:** Agenda Ready  
**File created:** 4/4/2017 **In control:** City Council  
**On agenda:** 4/18/2017 **Final action:**  
**Title:** Appointments to Valdez Museum & Historical Archive Board of Directors  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Diane Gibbs VMHA Board Application April 2017](#)  
[Georgie-Ann Christoffersen VMHA Board Application April 2017](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Appointments to Valdez Museum & Historical Archive Board of Directors

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Appoint one applicant to serve a three term and one applicant to serve the remainder of a term which will expire January 31, 2018.

### **SUMMARY STATEMENT:**

Two Vacancies currently exist on the Valdez Museum & Historical Archive Board of Directors. One vacancy is for appointment to a 3 year term and one vacancy is for appointment to a term which will expire on January 31, 2018, due to a resignation.

Following a third round of advertising, the City Clerk's Office received two applications from the following:

1. Diane Gibbs
2. Georgie-Ann Christoffersen



## Agenda Statement

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**File #:** 17-0199      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/7/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approve Award of 2017 Downtown Beautification Matching Grants in the Amount of \$44,257.46

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Evaluationsheet.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approve Award of 2017 Downtown Beautification Matching Grants in the Amount of \$44,257.46

**SUBMITTED BY:** Todd Wegner, Assistant City Manager, Task Force Staff Advisor

### **FISCAL NOTES:**

Expenditure Required: \$44,257.46  
Unencumbered Balance: \$89,379.74  
Funding Source: 350-5550-55000

### **RECOMMENDATION:**

Approve Beautification Task Force recommendation to award 2017 Downtown Beautification grants in the amount of \$44,257.46.

### **SUMMARY STATEMENT:**

The deadline for application submission was March 15, 2017, with selection of grant awardees made by the Task Force at the regular meeting on March 28, 2017.

Thirteen project applications were submitted prior to the official deadline. Below are the 2017 Grant Recipients and their Maximum Grant Fund Award:

<b><u>Organization</u></b>	<b><u>Maximum Grant Fund Award</u></b>
Valdez Food Cache, LLC	\$10,000
R&R Testing Services, Inc.	\$10,000
Bell Tech, Inc.	\$10,000



Stepping Stones	\$ 1,000
Totem Inn & Suites	\$ 5,000
Paul Silveria DMD	257
Downtown B&B	\$ 2,000
First National Bank of Alaska	\$ 2,000
NAPA	\$ 4,000

The Beautification Matching Grant Program began the year with a budget of \$46,751 (Acct. 350-5550 -55000). The task force approved up to \$1,000 to be spent on advertising for the grant program, however only \$711.98 was utilized. The balance remaining and available to use for grant awards was \$46,039.02. The Beautification Task Force has awarded \$44,257.46 which leaves a remainder of \$2,493.54 in the account.

There were many worthwhile organizations vying for a limited amount of grant dollars. Three applications were denied because the organization didn't meet the grant criteria or had received monies previously.



## Agenda Statement

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**File #:** 17-0200      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of North Glacier Stream Bridge Public Easement

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Mountain Map updated.jpg](#)  
[RydorEasementConcept121216.pdf](#)  
[ASLS 79-116\\_Ownership.pdf](#)  
[flood zone map.pdf](#)  
[Preliminary FEMA Flood Zones\\_VGS.pdf](#)  
[AML Permit & Flood Email.pdf](#)  
[bridge construction drawings.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of North Glacier Stream Bridge Public Easement

**SUBMITTED BY:** Lisa Von Bargaen, CED Director

### **FISCAL NOTES:**

Expenditure Required: Survey & Platting Costs = \$10,000-\$15,000 Estimate  
Unencumbered Balance: \$601,820  
Funding Source: 350-8000-55000.582 (Reserve Fund Land Development - Misc)

### **RECOMMENDATION:**

Approve North Glacier Stream Bridge Public Easement.

### **SUMMARY STATEMENT:**

To begin a more comprehensive discussion on this topic the Planning & Zoning Commission held a work session on February 22<sup>nd</sup> where the following points were considered:

- Should this be the primary access into this area, or should it be a secondary access to the ALPETCO Road?

- Will this be a private easement, or a public easement?
- Who will be responsible for the installation construction?
- Who will be responsible for operations and maintenance?
- Will a bridge in this location negatively impact use of the area for recreational purposes (both private and commercial)?
- What permits will be required for installation of a bridge? (AnnMarie Lain has provided a list of potential permits, including requirements for construction in Flood Zone A.)
- What impacts will this have on existing and traditional uses of the area?

The discussion resulted in the Commission requesting the item be brought back for Commission action for approval as a public easement. The decision was made that a public hearing should be held regarding the matter as this is a heavily used recreational area. Public notice was posted in the newspaper to notify the community about the public hearing. There is no formal process required in code for public input regarding an easement. The Public Hearing was held by the P&Z Commission on March 22<sup>nd</sup>. Feedback at the meeting was positive, but was mostly provided by people in attendance at the meeting to address the Commission on the idea of chickens in residential subdivisions.

Considerations for making this a public easement as outlined below were provided to the Commission and are being passed on to the Council for deliberation on the matter.

- The Council has established land development, especially residential as a priority. The City owns hundreds of acres in this area known as ASLS 79-116. A Master plan for this area (including rezoning from Heavy Industrial) should be formalized and access to it will be a necessary part of that planning.
- Development should have more than one ingress/egress option in the case of an emergency. Road access to ASLS 79-116 in the general vicinity of the “ALPETCO” Road offers one access route. A public easement for a bridge across the northern portion of the Glacier Stream offers another access route.
- The City is entering into a robust Flood Mitigation Program. This area of ASLS 79-116 is adjacent to the Valdez Glacier Stream. Any access and development in the area will need to include Flood Mitigation planning.
- Creation of a public easement does not commit the City, or any entity, to actual construction of a bridge.

The Planning & Zoning Commission took action on the matter and approved the public easement on April 12<sup>th</sup>. Because this is City land the Council must grant concurrence for the easement. Additionally, the public easement should be surveyed and platted. Staff estimates the cost of this work between \$10,000-\$15,000 given the terrain, the river, and difficulty in accessing portion of the site.

Attached to this agenda statement are several documents: 1) Layout of the Proposed East Peak Development; 2) Proposed bridge easement map; 3) Map of ASLS 79-116; 4) Flood maps; 5) Email

from AnnMarie Lain regarding permits and flood zone requirements; and 6) Drawings of a proposed bridge construction configuration (Note: These are meant to be an example only and were provided by Mr. McCune as reference for the type of bridge he could afford to install if this were designated a private easement.)

Given the need for residential land for housing and interest in developing this area it makes sense to use this as a catalyst to jump start the master planning process for ASLS 79-116.



## Agenda Statement

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**File #:** 17-0201      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval to Purchase a 2017 Chevy Tahoe from Alaska Sales and Service, Including Accessories from Various Suppliers and Travel Expenses in the Amount of 65,844.85

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Alaska Sales Quote-2017 Tahoe.pdf](#)  
[Alaska Safety Quote- 2017 Tahoe.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval to Purchase a 2017 Chevy Tahoe from Alaska Sales and Service, Including Accessories from Various Suppliers and Travel Expenses in the Amount of 65,844.85

**SUBMITTED BY:** Rob Comstock, Public Works Director

### **FISCAL NOTES:**

Expenditure Required: \$65,844.85  
Unencumbered Balance: \$66,000.00  
Funding Source: 350-0400-58000

### **RECOMMENDATION:**

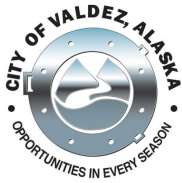
Approval to purchase a 2017 Chevy Tahoe from Alaska Sales and Service in the amount of \$39,487.00 with accessories from various suppliers and travel in the amount of \$26,357.85 for a total purchase price of \$65,844.85

### **SUMMARY STATEMENT:**

This 2017 Chevy Tahoe will be purchased through the GM Government Bid Assist program. This is a 2017 budgeted item being replaced in accordance with the City's 10 year Major Equipment Replacement Schedule. Included in this price is a full police upfit from Alaska Safety, new video recording system from PCS Mobile, new Motorola radio from Arcticom, winter tires and wheels from GCR, and travel expenses for inspection and delivery.

This vehicle will be replacing the Police Chief's 2010 Ford Expedition with 64,606 miles, which will

then be used to replace the 2007 Ford Expedition that is currently assigned to the CSO.



## Agenda Statement

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**File #:** 17-0202      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval to Purchase a Caterpillar 966M Loader from NC Machinery, Including Chains and Freight in the Amount of \$326,223.00

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [966M Loader Quote.pdf](#)  
[State Contract- NC Machinery.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval to Purchase a Caterpillar 966M Loader from NC Machinery, Including Chains and Freight in the Amount of \$326,223.00

**SUBMITTED BY:** Rob Comstock, Public Works Director.

### **FISCAL NOTES:**

Expenditure Required: \$326,223.00  
Unencumbered Balance: \$394,000.00  
Funding Source: 350-0400-58000

### **RECOMMENDATION:**

Approval to Purchase a Caterpillar 966M Loader from NC Machinery in the Amount of \$313,854.00, with chains and freight in the amount of \$12,369.00 for a total purchase price of \$326,223.00.

### **SUMMARY STATEMENT:**

This loader is in the 2017 City of Valdez Major Equipment Budget under the Streets Department and will be purchased using the current State of Alaska Procurement Contract. Freight to Valdez, a general purpose bucket, and a full set of Pewag chains from Glacier Chain are all included in the total price.

With the City being able to purchase this loader off of the State Contract we will see a very significant savings versus normal government pricing on this machine with the accessories. The State Contract for Cat 966M wheel loaders expires in the fall of 2017, however there is an optional one year extension which would keep the savings in place through the fall of 2018 if the State opts to grant the

extension.

This new loader will be replacing a 2010 966H loader with 3,993 hours that will be sold as surplus, resulting in no increase to the fleet. This loader is being replaced in accordance with the 10 year Major Equipment replacement schedule and will be given a 7 year rotation and evaluated at that time for condition and value.





## Agenda Statement

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**File #:** 17-0203      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval to Purchase a 2017 Chevrolet Express Commercial Cutaway Van with a Knapheide Service Body from Alaska Sales and Service, Including Tires and Travel Costs in the Amount of \$59,351.21

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2017 Chevrolet Van.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval to Purchase a 2017 Chevrolet Express Commercial Cutaway Van with a Knapheide Service Body from Alaska Sales and Service, Including Tires and Travel Costs in the Amount of \$59,351.21

**SUBMITTED BY:** Rob Comstock, Public Works Director

### **FISCAL NOTES:**

Expenditure Required: \$59,351.21  
Unencumbered Balance: \$67,000.00  
Funding Source: 350-0400-58000

### **RECOMMENDATION:**

Approval to purchase a 2017 Chevrolet Express Commercial Cutaway Van with a Knapheide Service Body from Alaska Sales and Service in the amount of \$55,965.01 with tires and travel in the amount of \$3,386.20 for a total price of \$59,351.21..

### **SUMMARY STATEMENT:**

This van will be purchased using GM Government Bid Assist and will be assigned to the Water and Sewer Department. Included in the price is a full set of studded tires mounted on wheels to be purchased from GCR in Anchorage.

This van is in the 2017 Major Equipment Budget and is being replaced in accordance with the 10 year Major Equipment Replacement Schedule. This vehicle will be replacing their 2004 Ford E350 van with 86,922 miles on it. Once delivery is taken on the new Chevrolet Van the old one will be sold

as surplus. This van will be given a 12 year life expectancy.



## Agenda Statement

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**File #:** 17-0204      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of Contract with Alaskan Industries to Replace the Valdez High School Gymnasium Floor in the Amount of \$444,800

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [VHS Gym Floor Replacement - BIDSUMMARY](#)  
[VHS Gym Floor Replacement - Bid Package](#)  
[VHS Gym Floor Replacement - Addendum 1 with attachments](#)  
[VHS Gym Floor Replacement - Addendum 2](#)  
[Addendum 3](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of Contract with Alaskan Industries to Replace the Valdez High School Gymnasium Floor in the Amount of \$444,800

**SUBMITTED BY:** Jason Miles, PE, Capital Facilities Director

### **FISCAL NOTES:**

Expenditure Required: \$444,800  
Unencumbered Balance: \$750,000  
Funding Source: 310-9506-58000

### **RECOMMENDATION:**

Approve a construction contract with Alaskan Industries in the amount of \$444,800 to replace the Valdez High School gymnasium floor. This includes award of additive alternate #1, removing the existing floor.

### **SUMMARY STATEMENT:**

The bid summary is included herein. The project's base bid is to build the new floor on top of the existing floor with an additive alternate of removing the existing floor and building on top of the concrete slab.

Base bid cost: \$334,800

Additive Alternate #1: \$110,000

Removal cost of the existing floor is high due to the level of mercury within the floor. It must be abated in accordance with current legal requirements which will require shipping it to the lower 48 for disposal. Staff and School officials recommend removing the existing floor.



## Agenda Statement

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**File #:** 17-0205      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of Contract with Zastrow Enterprises for the Clinic Sidewalk Replacement in the Amount of \$41,187.48

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Clinic Sidewalk Replacement - BIDSUMMARY](#)  
[Clinic Sidewalk Replacement - Bid Package](#)  
[Clinic Sidewalk Replacement - Addendum 1](#)  
[Clinic Sidewalk Replacement - Addendum 2](#)  
[Clinic Sidewalk Replacement - Addendum No. 3](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of Contract with Zastrow Enterprises for the Clinic Sidewalk Replacement in the Amount of \$41,187.48

**SUBMITTED BY:** Jason Miles, PE, Capital Facilities Director

### **FISCAL NOTES:**

Expenditure Required: \$41,187.48  
Amount Budgeted: \$100,000.00  
Funding Source: 350-0310-55000.1701

### **RECOMMENDATION:**

Approve a construction contract with Zastrow Enterprises in the amount of \$41,187.48 for the Clinic Sidewalk Replacement project.

### **Y STATEMENT:**

The bid summary is included herein. Zastrow Enterprises was the low bidder by approximately \$3500. The intent of this project is to demolish and replace the clinic sidewalk, curb & gutter, and curb ramp to meet ADA requirements.



## Agenda Statement

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**File #:** 17-0206      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/11/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of a Professional Services Agreement with Bezek Durst Seiser (BDS Architects) for Design of the City Hall Roof Replacement in the Amount of \$51,000

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PSA City Hall Roof Replacement](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of a Professional Services Agreement with Bezek Durst Seiser (BDS Architects) for Design of the City Hall Roof Replacement in the Amount of \$51,000

**SUBMITTED BY:** Jason Miles, PE, Capital Facilities Director

### **FISCAL NOTES:**

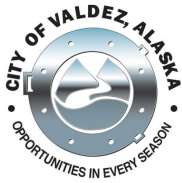
Expenditure Required: \$51,000  
Budgeted Amount: \$2,360,000  
Funding Source: 310-1130-58000

### **RECOMMENDATION:**

Approve a professional services agreement with Bezek Durst Seiser (BDS Architects) in the amount of \$51,000 for design of the City Hall Roof Replacement project.

### **SUMMARY STATEMENT:**

The "Ten Roof Survey" report that was commissioned by the City in 2015 indicates that the City Hall roof must be replaced. This professional services agreement is for design of the City Hall roof replacement, but only for "New City Hall" - the administration wing and the Police Department. This agreement excludes the "Old City Hall" which houses Community Development and the Fire Station. The construction cost estimate is \$520,000 and this design agreement is a reasonable percentage (9.8%) of the estimated construction cost. While replacement of the "Old City Hall" roof is also needed, Staff understands that direction from City Council on this portion of the City Hall facility shall follow further discussion and direction on a new Fire Station and what to do with "Old City Hall" - either demolition, renovation or a combination of both.



## Agenda Statement

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**File #:** 17-0207      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/11/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of a Professional Services Agreement with Bezek Durst Seiser (BDS Architects) for Design of the School District Office, Teen Center and Harbormaster Roof Replacements in the Amount of \$83,000

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PSA District Office, Teen Center, Harbormaster Roof Replacement](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of a Professional Services Agreement with Bezek Durst Seiser (BDS Architects) for Design of the School District Office, Teen Center and Harbormaster Roof Replacements in the Amount of \$83,000

**SUBMITTED BY:** Jason Miles, PE, Capital Facilities Director

### **FISCAL NOTES:**

Expenditure Required: \$83,000  
Unencumbered Balance: \$2,360,000  
Funding Source: 310-1130-58000

### **RECOMMENDATION:**

Approve a professional services agreement with Bezek Durst Seiser (BDS Architects) in the amount of \$83,000 for design of the District Office, Teen Center and Harbormaster Roof Replacements project.

### **SUMMARY STATEMENT:**

The "Ten Roof Survey" commissioned by the City in 2015 indicates the need for roof replacement of the School District Office, Teen Center and Harbormaster Office. The construction cost estimate is \$860,000 for all three buildings combined. The fee for this design agreement is a reasonable percentage (9.6%) of the estimated construction costs.



## Agenda Statement

**File #:** 17-0208      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/11/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Approval of a Professional Services Agreement with Winchester Alaska for Conceptual and 35% Design of the Hospital Oxygen Generator Relocation in the Amount of \$42,266

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PSA Oxygen Generator Relocation](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Approval of a Professional Services Agreement with Winchester Alaska for Conceptual and 35% Design of the Hospital Oxygen Generator Relocation in the Amount of \$42,266

**SUBMITTED BY:** Jason Miles, PE, Capital Facilities Director

### **FISCAL NOTES:**

Expenditure Required: \$42,266  
Budgeted Amount: \$900,000  
Funding Source: 310-9196-58000

### **RECOMMENDATION:**

Approve a professional services agreement with Winchester Alaska in the amount of \$42,266 for conceptual and 35% design of the Hospital Oxygen Generator Relocation project.

### **SUMMARY STATEMENT:**

The attached proposal outlines partial design services to relocate the oxygen generator at the hospital. The current location of the oxygen generator is not to code. The determination has been made to build an addition onto the north side of the hospital to house the oxygen generator and satisfy code requirements. Depending on space and budget constraints, the new addition may allow for supplementary uses. Providence and City staffs have prioritized the alternate uses of the addition as follows:

1. Storage space of oxygen bottles



2. Larger room for future oxygen generator upgrade
3. Location for the morgue
4. Location for bio-hazard storage
5. Location for general storage

The consultant will provide us with conceptual design services and support to determine which options are feasible. Providence and City staffs will collaborate on the decision. Upon selection of an option, the consultants will provide 35% drawings with a construction cost estimate.



## Agenda Statement

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**File #:** 17-0217      **Version:** 1

**Type:** New Business      **Status:** Agenda Ready

**File created:** 4/14/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Authorization for City Administration to Negotiate with Gavora, Inc. for Purchase of Lot 2 Sleepy Hollow Addition #5

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Authorization for City Administration to Negotiate with Gavora, Inc. for Purchase of Lot 2 Sleepy Hollow Addition #5

**SUBMITTED BY:** Sheri Pierce, MMC

### **FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

None.

### **SUMMARY STATEMENT:**

The City Council provided direction at the April 13<sup>th</sup> work session to place an item on the agenda authorizing the city manager to enter into negotiations with Gavora, Inc. for the purchase of property described as Lot 2, Sleepy Hollow Addition #5.



## Agenda Statement

**File #:** RES 17-0013 **Version:** 1  
**Type:** Resolution **Status:** Agenda Ready  
**File created:** 4/5/2017 **In control:** City Council  
**On agenda:** 4/18/2017 **Final action:**  
**Title:** #17-13 - Amending the 2017 Budget By Accepting the State Of Alaska Department Of Natural Resources Division Of Forestry 2017 Volunteer Fire Assistance Grant in the Amount of \$7,500 and Authorizing the Expenditure

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [FireAssistGrant](#)  
[VFA Grant 2017 Final App](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

#17-13 - Amending the 2017 Budget By Accepting the State Of Alaska Department Of Natural Resources Division Of Forestry 2017 Volunteer Fire Assistance Grant in the Amount of \$7,500 and Authorizing the Expenditure

**SUBMITTED BY:** Tracy Raynor, Fire Chief

### **FISCAL NOTES:**

Expenditure Required: \$7,500  
Unencumbered Balance:  
Funding Source: SOA DNR Forestry Grant

### **RECOMMENDATION:**

Approve Resolution 17-13, accepting a grant from SOA DNR Forestry in the amount of \$7,500 and authorizing its expenditure.

### **SUMMARY STATEMENT:**

City Administration has actively pursued grants to purchase Wildland Fire Shelters and a Fire Attack Training Course for the Valdez Fire Department.



## Agenda Statement

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**File #:** 17-0209      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 4/7/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Controlled Substance Policy

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [HR Report on Controlled Substance Policy](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Report on Controlled Substance Policy

**SUBMITTED BY:** Tim R. James, Human Resources Director

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

### **RECOMMENDATION:**

Receive and file

### **SUMMARY STATEMENT:**

Report on the Controlled Substance Policies of municipalities in states that have legalized cannabis.



## Agenda Statement

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**File #:** 17-0210      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 4/7/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Human Resources Report-March 13 to April 11

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Human Resources Report\\_ March 13 to April 11, 2017](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Human Resources Report-March 13 to April 11

**SUBMITTED BY:** Tim R. James, Human Resources Director

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

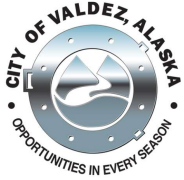
Funding Source: N/A

### **RECOMMENDATION:**

Receive and file

### **SUMMARY STATEMENT:**

Employee report March 13, 2017 to April 11, 2017



## Agenda Statement

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**File #:** 17-0211      **Version:** 1  
**Type:** Report      **Status:** Agenda Ready  
**File created:** 4/10/2017      **In control:** City Council  
**On agenda:** 4/18/2017      **Final action:**  
**Title:** Aleutian Village Trailer Park Update  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Aleutian Village Trailer Park Report

**SUBMITTED BY:** Lisa Von Bargaen, CED Director

### **FISCAL NOTES:**

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

### **RECOMMENDATION:**

None. Report only.

### **SUMMARY STATEMENT:**

#### **Environmental Assessment:**

Initially, Rhonda Wade anticipated having the written report submitted to the City by late March. She was unable to do so prior to leaving town. She just returned late on April 9<sup>th</sup> and advised me she would have the report submitted by Monday, April 17<sup>th</sup>. As soon as it is received it will be provided to Council for review.

#### **Appraisal:**

The appraisal requires a copy of the environmental assessment report. As soon as the report is submitted to the City, a copy will be provided to the appraiser so he can finish his valuation of the property.

#### **Additional Land Request to ADOT:**

When the City's delegation was in Juneau a request was made to ADOT to purchase additional property between the Aleutian Village location and the property occupied by Harris Sand & Gravel. On March 30<sup>th</sup>, the Mayor and members of Administration met with Ryan Anderson, the ADOT Northern Region Manager. The purpose of the meeting was to follow up on the items initially addressed in Juneau. Mr. Anderson informed the group the ADOT is in the initial phase of a new Airport Master Plan for Valdez. He requested we address this new property request as part of the Airport Master Planning effort. That is expected to take place within 18 months. In the meantime the City will continue to move forward with acquisition of the Aleutian Village property.

Acquisition:

Once the appraisal is complete the Council will need to make a final decision about purchasing the property. If the answer is yes, a resolution will need to be passed. That will "trigger" the official transfer of ownership of the land from DNR to ADOT.

Solution:

The most difficult decision-making is yet to come. What solution will the City move forward with, once site-control (ownership) of the property is obtained? This will need to be the focus of one (and probably several) upcoming meetings, if the decision is made to purchase the property.



## Agenda Statement

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**File #:** 17-0212      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 4/10/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Airport and City Hall relocation/remodeling costs

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:** [Airport and City Hall Relocate and Remodel.pdf](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Airport and City Hall relocation/remodeling costs

**SUBMITTED BY:** Todd Wegner, Assistant City Manager

### **FISCAL NOTES:**

Expenditure Required: n/a

Unencumbered Balance: Click here to enter text.

Funding Source: Click here to enter text.

### **RECOMMENDATION:**

report only

### **SUMMARY STATEMENT:**

Figures are unchanged from the April 4 meeting as of packet-deadline. Staff will likely have a verbal update by April 18<sup>th</sup>.





## Agenda Statement

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**File #:** 17-0213      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 4/13/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** City Manager Report

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Managers Report 2017 April 12](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

City Manager Report

**SUBMITTED BY:** Elke Doom, City Manager

### **FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

Read and File.

### **SUMMARY STATEMENT:**

[Click here to enter text.](#)



## Agenda Statement

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**File #:** 17-0214      **Version:** 1

**Type:** Report      **Status:** Agenda Ready

**File created:** 4/13/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Mayor Report

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Mayors Report April 18 2017](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Mayor Report

**SUBMITTED BY:** Ruth E. Knight, Mayor

### **FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

Read and file.

### **SUMMARY STATEMENT:**

[Click here to enter text.](#)



## Agenda Statement

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**File #:** 17-0215      **Version:** 1

**Type:** Appendix Item      **Status:** Agenda Ready

**File created:** 3/28/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Council Calendars - April & May 2017

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City Council Calendar - April 2017](#)  
[City Council Calendar - May 2017](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Council Calendars - April & May 2017

**SUBMITTED BY:** Allie Ferko, CMC, Deputy City Clerk

### **FISCAL NOTES:**

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

### **RECOMMENDATION:**

Receive and file.

### **SUMMARY STATEMENT:**

Council calendars for April and May 2017 attached for Council awareness.



## Agenda Statement

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**File #:** 17-0216      **Version:** 1

**Type:** Appendix Item      **Status:** Agenda Ready

**File created:** 4/13/2017      **In control:** City Council

**On agenda:** 4/18/2017      **Final action:**

**Title:** Secure Rural Schools Support for Funding Letter

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [COV SRS Funding Letter](#)

Date	Ver.	Action By	Action	Result
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### **ITEM TITLE:**

Secure Rural Schools Support for Funding Letter

**SUBMITTED BY:** Ruth E. Knight, Mayor

### **FISCAL NOTES:**

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

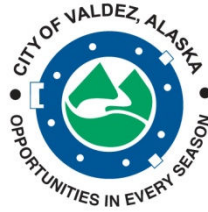
Funding Source: [Click here to enter text.](#)

### **RECOMMENDATION:**

Read and file.

### **SUMMARY STATEMENT:**

[Click here to enter text.](#)



City of Valdez  
2016 Federal Legislative Priorities

WRRDA Project Request: Release of Tract J, Harbor Subdivision from Navigational Servitude.

The property known locally as "Sea Otter RV Park" is land that was created from dredge material taken from construction of the existing Small Boat Harbor. As a result, this property is under navigational servitude, a protection mechanism put in place by the Corps of Engineers so the agency has unrestricted future access in the case additional navigational improvements (like expansion of the harbor) are required. This designation significantly limits the developability of property. Tract J and the tidelands south of it were investigated as a potential harbor site and found to be unsuitable. The City of Valdez requests the navigational servitude designation be removed from this property in the next iteration of the Water Resources Reform & Development Act (WRRDA) so it may be used to its maximum potential as a waterfront upland development location with permanent improvements.

FERC Permitting for Proposed Gas Pipeline. The development and construction of a proposed large diameter gas pipeline from Alaska's North Slope ("ANS") to south central Alaska ("ANS Pipeline") is subject to a Federal Energy Regulatory Commission ("FERC") review and permitting process. Present plans call for the Pipeline to terminate at a liquefied natural gas plant to be constructed on the Cook Inlet side of the Kenai Peninsula at Nikiski.

Notwithstanding these plans, an alternative route with a point of termination near Valdez, Alaska, adjacent to the Trans-Alaska Pipeline System ("TAPS") marine terminal, is supported by previous scoping decisions made by the Federal Energy Regulatory Commission ("FERC"), the Bureau of Land Management ("BLM"), and the United States Corp of Engineers ("Corp of Engineers") in completing Environmental Impact Statement ("EISs") for natural gas pipeline proposals from the North Slope to Southcentral Alaska. Final EISs for substantially similar natural gas pipeline projects were completed in both 1988 and 1995. Both EISs considered a route from the North Slope to Boulder Point at Nikiski, and both EISs concluded that the Valdez Route was a superior alternative.

The City of Valdez should actively participate in the FERC permitting process to ensure that the most advantageous ANS Pipeline configurations (i.e., point of termination, spur lines, off-takes) are ultimately selected, and advance the selection of the Valdez area as the point of termination.

National Forest Recreation Funding: Chugach National Forest. On a national level all National Forest Managers are having challenges maintaining their recreation budgets. We need to work

and support our local forests to ensure that they do not have their recreation budgets decreased further. The recreation budget not only covers maintenance of the Parks, it also covers the costs of reviewing, issuing, and regulating commercial permits. Currently the recreation funding problem is paralyzing commercial operators on the Chugach National Forest. In order for a commercial operator to land, camp or hike on Chugach National Forest managed land they must have a commercial operator permit. The Chugach National Forest permitting staff has a backlog of requests for commercial permits to a point that they are currently not accepting any new permits until January of 2016. This moratorium on permitting means that a business cannot expand operations or a new business cannot legally start operations until, at the earliest, the summer of 2016. Pressure needs to be placed federally to increase funding and unlock the doors of the Chugach for proper commercial use that fits the forest plan.

Secure Rural Schools & Community Self Determination Act. The City of Valdez joins the Alaska Municipal League in urging members of Congress to pursue a long-term congressional solution for continued SRS payments to forest boroughs and cities in Alaska. This act expired in 2012 and has been extended on a year-by-year basis. Congress should establish a new revenue sharing program to allocate revenues generated from the management of federal lands to all forest boroughs and cities. If Congress fails to renew its long-standing federal obligation by not providing a long-term solution, eligible boroughs and cities face dramatic budgetary shortfalls. Since 2008 the City has received approximately \$15 million through this program in annual payments ranging from \$2.8 million to \$1.6 million. If this program is discontinued the City's annual National Forest Receipts program funding will drop to about \$60,000.

PILT (Payment in Lieu of Taxes). The City of Valdez joins the Alaska Municipal League in urging members of Congress to support continued full funding of the PILT program. These funds are to offset costs incurred by Alaska's boroughs and cities for services provided to federal employees and families, the public and to the users of public lands. These include education, solid waste disposal, law enforcement, search and rescue, health care, environmental compliance, firefighting, parks and recreation, road maintenance, and other important community services. Since 2005 the City has received \$7.75 million through this program in annual payments ranging in size from \$430,000-\$752,000.

Tax-Exempt Status of Municipal Bonds. The City of Valdez joins the Alaska Municipal League in supporting the preservation of the federal deductibility of local property and income taxes and the tax-exempt status of municipal bonds that provide critical funding for public facilities, infrastructure and development. Provisions like the tax exemption for municipal bond interest have been a part of the federal tax code for over 100 years, helping finance more than \$3.7 trillion in public works projects.

"Waters of the U.S." Rulemaking. The City of Valdez joins the Alaska Municipal League in supporting efforts to prevent the redefinition of "waters of the U.S." that would result in the federal regulation of all public safety ditches. The U.S. Environmental Protection Agency and the U.S. Army Corps of Engineers have proposed to broaden the existing definition; this would

increase the number of locally-owned and maintained public safety infrastructure that would fall under federal permitting authority.

Federal Initiatives to Support Alaska LNG Project. The City of Valdez supports any Federal initiative that could facilitate an actual commitment (by the state or private entities) to construct a large volume Liquid Natural Gas (LNG) Alaskan Pipeline project to tidewater; specifically Valdez.

Strategic Port Recognition & Use. The Port of Valdez is the nation's northernmost deep water, ice free port serving as a 1) primary supply route for oversize and munitions shipments; and 2) strategic alternate supply route for standard shipments to interior Alaska federal installations. To ensure the Port of Valdez remains for strategic use, an increase in routine freight to federal installations is critical.

Prince William Sound Weather Buoy Maintenance. The City of Valdez requests measures be taken to ensure adequate resources are allocated to maintain existing weather buoys in Prince William Sound.

United States Coast Guard Marine Safety Unit. The USCG provides critical Homeland Security, Vessel Traffic, Life-Saving Measures, and Instrumentation Maintenance throughout Port Valdez and Prince William Sound. The City of Valdez requests measures be taken to ensure adequate resources for all five detachments.

Approach Guidelines in Glacial Fjords for Harbor Seals. The City of Valdez supports the actions taken by the Alaska Delegation to strongly encourage NOAA to work collectively with mariners, especially sightseeing day boat operators, to minimize the impacts of newly proposed, and likely unattainable, approach guidelines in glacial fjords to protect birthing and nursing harbor seals. Continued work regarding this issue is requested.

Funding for Electric Intertie between Railbelt Grid and East Alaska Corridor. The East Alaska (Richardson Highway) Corridor pays some of the highest electric rates in the State for those communities on the road system; 4-6 times the cost of power along the Railbelt. This holds true even with the price of oil at historic lows. These communities are not subsidized through the State's Power Cost Equalization (PCE) program. High utility costs keep development and diversification opportunities to a minimum. The City of Valdez looks to federal energy and economic development agencies to assist with a funding package to make an electric intertie possible between the Alaska Railbelt and the East Alaska Corridor.

Continued Funding for the Federal Aid in Sport Fish Restoration (SFR) Act. Commonly referred to as the Dingell-Johnson or the Wallop-Breaux Act, this federal funding source is administered through the Alaska Department of Fish & Game to help fund projects improving recreational power boating and sport fishing access. The City of Valdez has requested \$1.5 million through this program to assist with grant eligible components (like launch ramps) in the new harbor.

Maintaining strong federal funding of this program is key to distribution of enhancement money at the local level.



**CITY OF VALDEZ, ALASKA  
A/R WRITE OFF 2017**

Council Approval >500.00

<u>ACCOUNT</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>AMOUNT</u>
<b>Harbor Services</b>				
12447	Jeff Avery	SBH	<u>2016</u>	\$598.22
13217	Bob Kline	SBH	<u>2016</u>	\$2,117.10
10799	Jerry Selanoff Sr	SBH	<u>2016</u>	\$1,009.89
14095	Mike Tiffany	SBH	<u>2016</u>	\$3,499.09
				<u><u>\$7,224.30</u></u>

**CITY OF VALDEZ, ALASKA  
A/R WRITE OFF 2017**

**Council Approval <500.00**

<u>ACCOUNT</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>AMOUNT</u>
177	Pat Gunion	Baler	2016	\$307.88
200	Joe Szmyd	Baler	2016	\$22.97
830	Doug Galipaeu	Baler	2016	\$130.00
930	Steve Cotter	Baler	2016	\$25.51
1067	Cody Galipeau	Baler	2016	\$12.11
1081	Mike Dials	Baler	2016	\$22.11
1230	Michael Meints	Port	2016	\$105.44
1367	Marty Brown	Port	2016	\$298.72
1374	Norman Rockney	Baler	2016	\$63.75
1389	Norman Hansen	Port	2016	\$83.12
1393	Asa Ryan	Port	2016	\$70.29

**Harbor Services**

10887	Tim Barclay	SBH	2016	\$359.94
12984	George Browning III	SBH	2016	\$390.29
14297	John Craft	SBH	2016	\$150.08
13220	Kenneth B Edgeworth	SBH	2016	\$52.91
11029	Kelly & Kevin	SBH	2016	\$56.97
14086	William R Hood (Rusty)	SBH	2016	\$13.16
10857	Eli Johnson	SBH	2016	\$149.20
14118	Edward Jonas	SBH	2016	\$29.58
14223	David Singer	SBH	2016	\$74.68
10322	Mike Stoltz	SBH	2016	\$12.68
10150	Tim White	SBH	2016	\$34.21
10858	Robert F Wise	SBH	2016	\$171.84
13989	Shawna Williams-Buchana	SBH	2016	\$98.17
				<u><u>\$2,735.61</u></u>

## 2017 Traffic Ticket <500.00

Offense Date	Citation Number	First Name	Last Name	Mailing	City	State	Amount
6/19/2015	VALZE000001900007	MARGIE LEE	ALLEN	PO Box 112	Valdez	AK	\$10.00
8/19/2015	VALZE000001770003	BENJAMIN	FAGAN	PO Box 2192	Valdez	AK	\$10.00
1/15/2015	VALZE000003290002	BRANDON	THOMASSEN	7717 191st Ave E	Bonney Lake	WA	\$10.00
4/13/2015		DELBERT	GRAHAM	194 VMHP	Valdez	AK	\$25.00
3/30/2015	VALZE000001850003	RONALD	WILKINSON	PO Box 883	Valdez	AK	\$25.00
4/30/2015	VALZE000002070007	WAWAII VILI NONU	TOGAGE	PO Box 1752	Valdez	AK	\$35.00
5/26/2015	VALZE000003180004	JAMES	JANUARY	PO Box 2302	Valdez	AK	\$35.00
5/26/2015	VALZE000001910003	BRANDON	MADRID	12319 Gregg Ln	Anchorage	AK	\$45.00
5/26/2015		GAVIN	DELOZIER	31 Aleutian Village	Valdez	AK	\$45.00
5/26/2015		GAVIN	DELOZIER	31 Aleutian Village	Valdez	AK	\$45.00
6/19/2015	VALZE000003250004	ZACHERY	BUJAN	PO Box 1405	Valdez	AK	\$45.00
6/19/2015	VALZE000003260004	ZACHERY	BUJAN	PO Box 1405	Valdez	AK	\$45.00
6/19/2015	304860	PATRICK	JENSEN				\$45.00
8/27/2015	304870	JAMES	JANUARY	PO Box 3278	Valdez	AK	\$45.00
8/27/2015	VALZE000003660002	ANTONIO	DELMONTE	PO Box 2586	Valdez	AK	\$45.00
10/4/2015	VALZE000002010008	TEGAN	MONTGOMERY	PO Box 3387	Valdez	AK	\$45.00
10/30/2015	VALZE000001950003	CADEN	KEITHLEY	PO Box 3444	Valdez	AK	\$45.00
1/15/2016	VALZE000002010008	TEGAN	MONTGOMERY	PO Box 3387	Valdez	AK	\$45.00
12/15/2015	VALZE000003800002	TEGAN	MONTGOMERY	PO Box 3387	Valdez	AK	\$45.00
12/15/2015	VALZE000003810002	TEGAN	MONTGOMERY	PO Box 3387	Valdez	AK	\$45.00
12/15/2015	VALZE000003350004	CHRISTOPHER	HARNDEN	PO Box 3454	Valdez	AK	\$45.00
1/20/2016	376208	JAMES	JANUARY	PO Box 3278	Valdez	AK	\$45.00
1/20/2016	VALZE000001980003	BRANDON	MADRD	12319 Gregg Ln	Anchorage	AK	\$60.00
12/17/2015	376081	JONATHAN	BRYANT	PO Box 3035	Valdez	AK	\$60.00
12/17/2015	376082	JONATHAN	BRYANT	PO Box 3035	Valdez	AK	\$60.00
1/20/2016	VALZE000003880002	OLAYMIE	CHARLEMAGNE	PO Box 20765	Valdez	AK	\$60.00
1/20/2016	376040	KYLA	PATRICK	PO Box 487	Valdez	AK	\$75.00
1/20/2016	376044	NANCY	JANOSKO	PO Box 1395	Valdez	AK	\$100.00
1/20/2016	376045	AUDREY	UREDA	PO Box 3557	Valdez	AK	\$107.00
12/3/2015	VALZE000003820002	TEGAN	MONTGOMERY	PO Box 3387	Valdez	AK	\$110.00
2/17/2016	VALZE000002010003	MICHAEL	WATSON	VMHP 106	Valdez	AK	\$125.00
2/17/2016		CHRISTOPHER	SILVA				\$125.00
2/17/2016	VALZE000002040003	ANNA	LISCHKA	PO Box 2714	Valdez	AK	\$125.00
2/17/2016	VALZE000002050003	ANNA	LISCHKA	PO Box 2714	Valdez	AK	\$125.00
2/17/2016	376215	ANNA	LISCHKA	PO Box 2714	Valdez	AK	\$125.00
2/17/2016	376216	ANNA	LISCHKA	PO Box 2714	Valdez	AK	\$125.00
2/17/2016	376224	ANNA	LISCHKA	PO Box 2714	Valdez	AK	\$130.00
2/17/2016	376223	CHRISTOPHER	PIKE	9140 Benson Dr	Anchorage	AK	\$135.00
2/17/2016	376217	LUCUS	BECKER				\$135.00
2/17/2016	376211	KEVIN	CHRISTOFFERSEN				\$155.00
10/1/2016		MELANIE	HOLT	19 VMHP	Valdez	AK	\$160.00
3/16/2016	376162	DAVID	ROBINSON	400 Sand Island	Honolulu	HI	\$185.00
3/16/2016	376163	CODY	GALLIPEAU	PO Box 3484	Valdez	AK	\$185.00
3/16/2016	413826	ETHAN	CONNELL	PO Box 542	Valdez	AK	\$235.00
4/7/2016	VALZE000002070003	DONNEY	CARLSON	PO Box 1554	Valdez	AK	\$235.00
4/7/2016	413852	MONIKA	WHITE	623 Cottonwood	Valdez	AK	\$335.00
5/11/2016	VALZE000003490004	DONNEY	CARLSON	PO Box 1554	Valdez	AK	\$335.00
5/11/2016	365327	JUSTIN	WERDER	PO Box 3426	Valdez	AK	\$395.00
9/1/2016	VALZE000002110003	MICHAEL	HOLLAND	PO Box 1674	Valdez	AK	\$410.00
8/11/2016	VALZE000002120003	JOHN	ANTHONY	PO Box 563	Valdez	AK	\$490.00

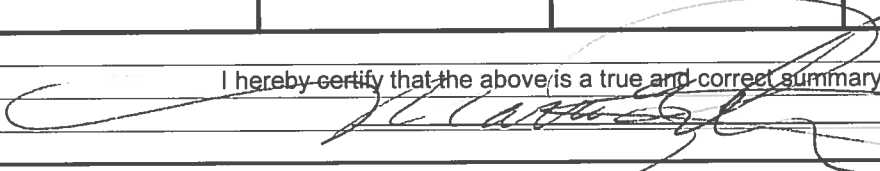
\$5,727.00

## 2017 Traffic Tickets >500.00

Offense Date	Citation Number	First Name	Last Name	Mailing	City	State	Amount
5/31/2016	376083	GEORGE	MEYER	5155 Sea Lion Dr	Valdez	AK	\$510.00
9/1/2016	VALZE000002130003	KEELAN	AHERN	PO Box 870128	Wasilla	AK	\$535.00
9/1/2016	VALZE000003830002	DANIYEL	HENRY	PO Box 3445	Valdez	AK	\$535.00
9/1/2016	VALZE000002170003	DANIYEL	HENRY	PO Box 3445	Valdez	AK	\$535.00
9/1/2016	376167	TYLER	SEIMS		Wasilla	AK	\$535.00
11/11/2016	365418	ALEXIS	WOODS	PO Box 1002	Valdez	AK	\$535.00
7/17/2016	413903	GARRY	WILSON	PO Box 2731	Valdez	AK	\$535.00
9/29/2016	376171	MARILYN	PORTER-DAWSON	PO Box 1277	Valdez	AK	\$535.00
10/13/2016		MARTIN	ROACH	5288 Cache Creek	Fairbanks	AK	\$535.00
11/3/2016	413601	ROBERT	GLECKLER	PO Box 3268	Valdez	AK	\$535.00
11/3/2016	413952	ROBERT	GLECKLER	PO Box 3218	Valdez	AK	\$535.00
9/8/2016	376172	JUSTIN	WERDER	PO Box 7434811	Eagle River	AK	\$535.00
9/8/2016	VALZE000003620004	JUSTIN	WERDER	PO Box 7434811	Eagle River	AK	\$535.00
11/1/2016	413926	JEREMIAH	BLACK	PO Box 1732	Valdez	AK	\$535.00
11/1/2016	413927	ANDREW	DELARM	PO Box 2842	Valdez	AK	\$535.00
11/13/2016	376084	STEPHEN	HANSFORD	PO Box 668	Girdwood	AK	\$535.00

\$8,535.00

Summary of Proposals Received				Project: Flower Planting and Care											
Bid Opening				Contract No. N/A											
Date:	March 15, 2017 2:00pm			Project No. 1275											
Place:	Capital Facilities Conference Room			Gilpatrick's Greenhouses		X-DLX Investments, Inc									
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Brick Colored Pots/Park Maint. Facility - approximately 3' diameter round pots	80	Pots	\$175.00	\$14,000.00	\$75.00	\$6,000.00								
2	Brick Colored Pots/Kiosk Near Bike Path - approximately 3' diameter round pots	2	Pots	\$175.00	\$350.00	\$75.00	\$150.00								
3	Brick Colored Pots/Airport - approximately 3' diameter round pots	10	Pots	\$175.00	\$1,750.00	\$75.00	\$750.00								
4	Concrete Pots/Kelsey Dock Uplands (Annuals/Perennials) - approximately 4.5' diameter round pots	40	Pots	\$200.00	\$8,000.00	\$75.00	\$3,000.00								
5	Concrete Pots/Stam Stephens Plaza (N. Harbor Dr) - approximately 4'x8' rectangular pots	2	Pots	\$250.00	\$500.00	\$75.00	\$150.00								
6	Concrete Pots/Tillie Wonder Plaza (N. Harbor Dr) - approximately 3' diameter round pots	9	Pots	\$175.00	\$1,575.00	\$75.00	\$675.00								
7	Concrete Pots/Memorial Cemetery - approximately 3' diameter round pots	6	Pots	\$175.00	\$1,050.00	\$75.00	\$450.00								
8	Concrete Pots/Concrete Seat Walls (Park Maint. Facility) - approximately 5'x12' rectangular pots	6	Pots	\$225.00	\$1,350.00	\$75.00	\$450.00								
9	Beds & Borders/Memorial Cemetery (1ft x 6ft) - approximately 1'x6' rectangular beds	2	Beds	\$125.00	\$250.00	\$200.00	\$400.00								
10	Beds & Borders/Memorial Cemetery (under sign 2ft x 3ft) - approximately 2'x3' rectangular beds	1	Beds	\$125.00	\$125.00	\$275.00	\$275.00								
11	Beds & Borders/Egan Drive - approximately 4'x37' rectangular beds	12	Beds	\$375.00	\$4,500.00	\$750.00	\$9,000.00								

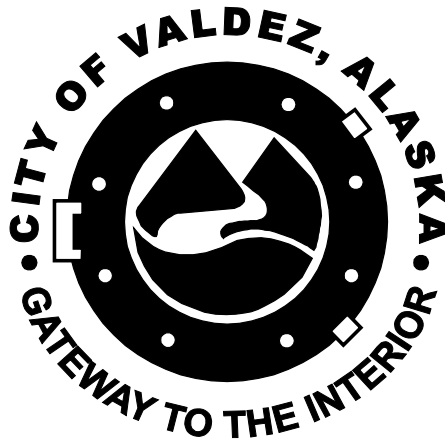
Summary of Proposals Received				Project: Flower Planting and Care							
Bid Opening				Contract No. N/A							
Date: March 15, 2017 2:00pm				Project No. 1275							
Place: Capital Facilities Conference Room				Gilpatrick's Greenhouses		X-DLX Investments, Inc					
12	Beds & Borders/Meyring Park (Raised Beds at Playground/Pathways) - approximately 3'x5' rectangular beds	6	Beds	\$225.00	\$1,350.00	\$250.00	\$1,500.00				
	Addendum(s) Acknowledged				✓		✓				
	Bid Bond				✓		✓				
	Alaska Business License				✓		✓				
	Statement of Qualifications				✓		✓				
	Total Bid Per Year				\$34,800.00		\$22,800.00				
	Total Bid for 5 Years				\$174,000.00		\$114,000.00				
	Local bidder preference 10%										
	Total Adjusted Bid										
	The bid totals are subject to correction after the bids have been completely reviewed.										
	Totals have been reviewed	<input checked="" type="checkbox"/>									
	Totals have been corrected	<input type="checkbox"/>									
I hereby certify that the above is a true and correct summary of proposals received.											
 Project Manager											

# City of Valdez

## CONTRACT DOCUMENTS

### Flower Planting and Care

Contract Number: 1275



Prepared By:

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

Contract Manager: Marcie Robertson

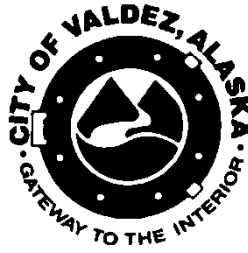
Valdez Parks and Recreation Department  
P.O. Box 307  
Valdez, AK 99686  
(907) 835-2531

**City of Valdez  
CONTRACT DOCUMENTS**

**Flower Planting and Care  
Contract Number: 1275  
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Corporate Acknowledgment .....	24
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Contract Release .....	26-27





**City of Valdez  
INVITATION TO BID**

**Flower Planting and Care  
Contract Number: 1275**

This Project includes, but is not necessarily limited to:

Furnishing all labor, materials (excluding those specified within the bid package as being supplied by the City), information and equipment necessary to provide for the planting and maintenance of plants and flowers at designated locations throughout the City of Valdez.

Sealed bids will be accepted until 2:00 p.m. local time on Wednesday, March 15, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P.O. Box 307, Valdez, Alaska, 99686. The bids will be publicly opened and read 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, P.O. Box 307, Valdez, Alaska, 99686 on Wednesday, March 8, 2017, at 2:00 p.m.

Bid documents may be reviewed, and are available at the Valdez Parks and Recreation Office, City Hall, on the internet at [www.ci.valdez.ak.us](http://www.ci.valdez.ak.us) or by calling (907) 835-2531.

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.

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

The City of Valdez "Standard Specifications and Standard Details" shall be used. These standards are available on line at (City of Valdez, current contracts out to bid) or from the City Engineer's Office.

City of Valdez  
**INSTRUCTIONS TO BIDDERS**

**Flower Planting and Care  
Contract Number: 1275**

**CAUTION:**

Your bid may be rejected if it is not properly executed. Check that the following items have been accomplished to help ensure a responsive bid:

1. Bid Form
  - a. The Bid Form has been executed and signed.
  - b. Addenda are acknowledged.
2. Bid Bond
  - a. Not Applicable.
3. Alaska Business License
  - a. A copy of current Alaska Business License must be included with the bid.
4. Alaska Contractor Certificate of Registration
  - a. A copy of current Alaska Contractor License of Registration in the bidders name must be included with the bid (or proof of pending application). Valid Contractor Certificate must be obtained prior to start of contract.
5. Bidder's Experience Questionnaire (Please list all experience applicable to contract).

**NOTES:**

1. A Bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.
2. 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 take 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**

Any explanation desired by Bidders regarding the meaning or interpretation of the specifications must be requested in writing. There needs to be sufficient time allowed for a reply to reach all the bidders before the submission of their bids. Oral explanation or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the Bidder shall be acknowledged on the bid form.

## **3. CONDITIONS AT SITE OF WORK**

Bidders are encouraged to visit the various sites to ascertain pertinent local conditions such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

## **4. ADDENDA REQUIREMENTS**

The bid documents provide for individual acknowledgment of all addenda to the specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If no addenda are received by the bidder the word "None" shall be shown as specified.

Every effort will be made to ensure that bidders receive all addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents.

## **5. SUBMISSION OF BIDS**

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation for Bids no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been actually received by the person opening bids prior to the time of the scheduled bid opening will not be considered. The bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

**BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:**

**BIDS FOR CITY OF VALDEZ  
FLOWER PLANTING AND CARE  
CONTRACT NO. 1275**

**CITY OF VALDEZ  
P. O. BOX 307  
VALDEZ, AK 99686**

**DATE OF BID OPENING: Wednesday, March 15, 2017**

## **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 accepted unless requested.

Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received before the bid opening time in the Invitation for Bids. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. Facsimile modifications shall not reveal the total amount of the original or revised bid. Facsimile number to use is (907) 835-2472.

## **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. Bid Form with addenda acknowledged
- b. Copy of current Alaska Business License
- d. Bid Security
- e. Bidder's Experience Questionnaire
- f. Bidder's Equipment Questionnaire

## **8. REQUIRED DOCUMENTS FOR AWARD OF 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 intent to award.

- a. Certificate of Insurance (naming City of Valdez as an "Additional Insured")
- b. If a corporation, Proof of Current Registration
- c. Noncollusion Affidavit
- d. Agreement
- e. City of Valdez Business Registration
- f. Executed W-9 Form

## **9. BONDING REQUIREMENTS**

Bid security is required as follows:

Certified check must accompany each bid, or 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 Surety Company must be approved by the Owner. The bid bond shall be issued for 5% of the bid amount. This bid amount shall be based on the total cost of performing each activity **for the five (5) years of the Contract**. This Bond *does not* include the Additive Alternative bid.

Such certified checks or bid bonds 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 bonds in a timely manner will create no liability on the part of owner. The Contractor can request the bond returned if the city does not return them in a timely manner. 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, checks or bid bonds.

Failure or neglect of the successful bidder to execute and deliver the Contract within ten (10) working days after the date of notice of intent to award may result in a forfeiture of the bid security and award of the contract to another bidder.

## **10. BIDDER QUALIFICATIONS**

Bidder must have a minimum of ten (10) years experience in planting and maintaining large volumes (more than 2000) of flowering plants in Alaska. This project consists of using nursery raised flowers and shrubs for the planting and maintenance of designated pots, beds, and borders.

If Bidder is a corporation or other form of business partnership, Bidder must guarantee that the actual on-site supervisor or foreman will possess the above qualifications.

Bidder must submit a Statement of Qualifications. The Statement of Qualifications should include all the following information:

- a. Company experience with similar projects.
- b. References (provide a minimum of three related to work outlined in bid document).
- c. Resumes or Statement of Qualifications for individuals the Bidder might assign as field leads, supervisors and/or project manager for this project.

## **11. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time fixed for bid opening. Error on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

## **12. BIDDERS INTERESTED IN MORE THAN ONE BID**

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

This Contract incorporates the provisions of the Alaska Employment Preference Act (AS 36.10). Bidders should acquaint themselves with this Act. If there is any question on the Act or how it applies to this contract, contact the Department of Labor.

## **15. LOCAL BIDDER PREFERENCE**

Please note that the Valdez City Code provides for a local bidder preference as follows:

### **2.80.060 Competitive procurement procedure.**

- A. Before the procurement of, or contract for, supplies, materials, equipment or contractual services in an amount of forty thousand dollars or less is made, except as otherwise provided in this chapter, the city procurement authority shall attempt to submit to at least three persons dealing in and able to supply the same, a request for quotation (or invitation to bid) and specifications, to give them opportunity to bid. In the event that three suppliers cannot reasonably be found, fewer may be used when it is deemed to be in the best interest of the city. For procurement of, or contract for, supplies, materials, equipment or contractual services in an amount greater than forty thousand dollars, an invitation to bid will be published in a newspaper of general circulation within the city. Requests for bids or quotations shall be made both inside and outside the city when this may be necessary to secure bids or to create competitive conditions, or when a savings can be made for the city. The city may repeatedly reject all bids, and again may submit to the same or other persons the request for quotation (or invitation to bid), or again publish notice of the proposed purchase.
- B. The city shall procure from the supplier or Contractor whose offer is most advantageous to the city. This determination does not have to only consider price, but may also account for quality, date of delivery, or any other factor(s) deemed relevant by the city manager to the particular procurement.
- C. 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 having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

Here is 2.80.020:

“Local bidder” means a business who:

1. 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:
  - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
  - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
  - c. Has current state business licenses and city business registrations;
  - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

## **16. AWARD OF BID**

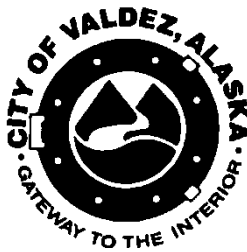
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and these documents. The recommendation as to an award of a bid will be based on the lowest bid - as determined by the total **cost of performing each activity** - submitted from a responsible Bidder deemed to be fully responsive to this Invitation to Bid and whose bid is deemed to be cost effective. The City reserves the right to waive any irregularities or informalities in a bid and to reject any or all bids.

## **17. PRE-BID CONFERENCE**

A non-mandatory Pre-Bid Conference will be held on Wednesday, March 8, 2017, at 2:00 p.m., at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P.O. Box 307, Valdez, Alaska, 99686.

## **18. PRE-AWARD CONFERENCE**

Before the award of contract, a Pre-Award Conference will be held between the City and the apparent low bidder.



**City of Valdez  
BID FORM**

**Flower Planting and Care  
Contract Number: 1275**

TO: City of Valdez, hereinafter called Owner

**PROPOSAL OF:** \_\_\_\_\_, hereinafter called Bidder, an individual doing business as \_\_\_\_\_, a partnership, a corporation incorporated in the state of, a joint venture (strike out inapplicable words), hereby submits this bid and agrees:

1. To hold this bid open for sixty (60) days,
2. To accept the provisions of the Instructions to Bidders,
3. To accomplish the work in accordance with the Contract Documents for the lump sum and unit price amounts as set forth in the Bid Schedule.

The Bidder acknowledges receipt of the following addenda and certifies that their contents have been considered in the preparation of this Bid:

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

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BIDDER:**

Company: \_\_\_\_\_

**CORPORATE SEAL**

By (Signature): \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

**ATTEST:**

Fed. I.D. or S.S. #: \_\_\_\_\_

Name of Partner(s) (Print or Type): \_\_\_\_\_

\_\_\_\_\_  
(Signature, Corporate Sec)

\_\_\_\_\_  
(Print Name)



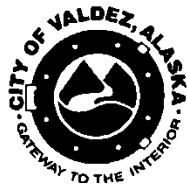
## Bid Schedule: Flower Planting and Care

<u>Area #</u>	<u>Shall be written in long hand, Dollars and Cents</u>	<u>Amt per Location</u>	<u>Number of Pots</u>	<u>Total / year</u>
#1	_____	\$ _____	80	\$ _____
	Brick Colored Pots/Park Maint Facility			
#2	_____	\$ _____	2	\$ _____
	Brick Colored Pots/Kiosk Near Bike Path			
#3	_____	\$ _____	10	\$ _____
	Brick Colored Pots/Airport			
#4	_____	\$ _____	40	\$ _____
	Concrete Pots/Kelsey Dock Uplands (Annuals/Perennials)			
#5	_____	\$ _____	2	\$ _____
	Concrete Pots/Stam Stephens Plaza (N. Harbor Dr)			
#6	_____	\$ _____	9	\$ _____
	Concrete Pots/Tillie Wonder Plaza (N. Harbor Dr)			
#7	_____	\$ _____	6	\$ _____
	Concrete Pots/Memorial Cemetery			
#8	_____	\$ _____	6	\$ _____
	Concrete Pots/Concrete Seat Walls (Park Maint Facility)			
#9	_____	\$ _____	2	\$ _____
	Beds & Borders/Memorial Cemetery (1ft x 6ft)			
#10	_____	\$ _____	1	\$ _____
	Beds & Borders/Memorial Cemetery (under sign 2ft x 3ft)			
#11	_____	\$ _____	12	\$ _____
	Beds & Borders/Egan Drive			
#12	_____	\$ _____	6	\$ _____
	Beds & Borders/Meyring Park (Raised Beds at Playground/ Pathways)			

Total \_\_\_\_\_

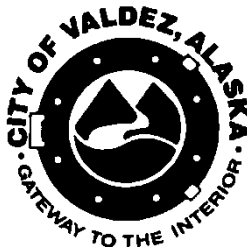
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**Flower Planting and Care  
Contract Number: 1275**

## **1. GENERAL STATEMENT**

These 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," dated April 2003.

## **2. SCOPE**

The Contractor shall perform the following:

- Plant, water, fertilize and maintain all city owned flower beds, pots and borders to promote best growth and beautification results.
- Clear old growth from all planting areas each spring and till soils.
- Add in a top dressing soil to replace old soil.
- Plant flower pots, beds and borders in such a way as to maximize growth and color of floral displays.
- Attempt to plant certain items in areas which are traditionally overrun with rodents such as rabbits, marmots etc. to reduce damage from animals eating and burrowing under the plants.
- Replant all annuals throughout the City system as specified.
- Ensure all plants remain free of insects and disease.
- Nurse back to good health all perennials and replace when necessary.
- Have all planters planted no later than June 10<sup>th</sup> of each summer, focusing on filling the pots located at the City Maintenance Facility first.
- Each September, provide numbers of necessary plants to fill all pots, beds and borders for the following season, including suggested annuals and perennials for certain areas of the City to promote best growth and beautification results for area weather patterns and covered or open areas.
- Work closely with the Park Maintenance Supervisor to develop a comprehensive order list for green house vendors.
- Ensure all plants have adequate soil, fertilizer, and water to produce healthy blooming flowers in a variety of weather conditions.
- Provide a written summary of the previous summer's work.

Existing Beds, Borders and Pots within the scope of work include, but may not be limited to the following:

Brick colored pots	Approx 80 on site at the Park Maintenance Facility ranging in size 2 at the kiosk near the bike path 6-10 at the Airport
Concrete pots	Approx 40 pots at the Kelsey Dock Uplands with annuals and perennials 2 Large rectangular pots 4'x8' at the Stan Stephens Plaza (N. Harbor Drive) 9 pots at the Tillie Wonder Plaza (N. Harbor Drive) 6 pots at the Memorial Cemetery 6 concrete seat walls located at the Park Maintenance Facility
Beds and Borders	2 small beds at the Memorial Cemetery 1'x6' 1 bed under the Memorial Cemetery Sign 2'x3' 12 beds of perennials along Egan Drive 6 raised beds at playgrounds and pathways in Meyring Park

### **3. TERMS OF CONTRACT**

Contract term shall be five (5) years and will contain two (2) one-year renewal options, which may be exercised by the City of Valdez prior to expiration of the contract. The contract, if accepted will commence May 1, 2017 and expire September 30, 2021.

The work to be done under this CONTRACT shall be done annually and shall be commenced during the growing seasons of May 1<sup>st</sup> – September 30<sup>th</sup>.

### **4. CONTRACTOR SUPPLIED EQUIPMENT AND MATERIALS**

The Contractor shall supply:

- All vehicles, tools, water and supplies necessary for the work (to include: all planting, watering, fertilizing and maintenance tasks).
- All equipment used (when applicable) shall be operated in a safe manner.
- The Contractor shall maintain the same level of equipment capability throughout the term of the contract as was available or proposed at the time of bid.

## **5. OWNER SUPPLIED EQUIPMENT AND MATERIALS**

The City of Valdez shall supply:

- Flowers, potting soil, fertilizer, pots and decorative bark.
- The City will place planted pots at appropriate locations after they have been planted by the Contractor at the Park Maintenance Facility.
- The City will provide a map to the Contractor as to the location of where each pot will be relocated to.
- Location of moveable pots may change in order to best fill the needs of the community, events, and venues or to move pots away from high rodent populations and shall not increase costs to the City for the Contractor to go to a different location to care for the same pots.
- All plants provided to the Contractor shall be nursery raised, mature, vigorous, hardened, and true to name and form.

## **6. CHANGE IN SCOPE OF WORK**

In the event, during the term of this contract, a change in the scope of work (either by addition or reduction of work) is required, the contract may be adjusted by negotiations. Additions or deletions of specific pots, beds and borders will be negotiated for payment changes. The change in the scope of work shall be confirmed by a duly signed Change Order to the contract.

## **7. CONTRACTOR'S REPRESENTATIVE/PERSONNEL**

The Contractor agrees, at all times, to provide a competent foreman or supervisor. The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the City of Valdez public relations. The Contractor shall use competent employees in performing the work specified in this Agreement. At the request of the Parks Department, the Contractor will, for just cause, replace any incompetent, abusive or disorderly person employed by the Contractor.

## **8. COMMUNICATIONS**

After hours emergencies should be reported to the Valdez Police/Fire Department, at 835-4560. Emergencies or hazardous conditions during business hours should be reported to the Parks & Recreation Office at 835-2531.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect park visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site.

The Parks Department shall make every effort to communicate upcoming activities and events at the Contractor's work venues so that minimal amount of event disruption occurs and the Contractor can prepare any use area in advance as needed.

## **9. PUBLIC RELATIONS**

Work performed by the Contractor shall be performed with as little disruption to the activities of the park users as possible. The safety of the public shall always be the highest priority. A list of scheduled events at parks may be acquired by the Contractor from the Parks and Recreation Department Administrative Assistant, if desired.

## **10. REPORTING**

The Contractor shall submit a written report with each invoice on a form provided by the City which identifies:

- a. The work that was performed.
- b. The date work was performed.
- c. All problems and any comments or suggestions that were identified during operations, such as; excessive rodent damage.

The Contractor shall report any vandalism, or accidents resulting in damage or death of plants to the Park Maintenance Supervisor as soon as possible. Reports shall be in writing and should include the estimated dollar amount to repair or replace damaged areas, plants, containers or pots.

Each September the Contractor shall provide numbers of necessary plants to fill all pots, beds and borders for the following season, including suggested annuals and perennials for certain areas of the City to promote best growth and beautification results for area weather patterns and rodent damages, working closely with the Park Maintenance Supervisor to provide the City a comprehensive list of plants/shrubs to be used in ordering the next season's foliage. Each September the Contractor shall provide a written summary of the previous summer's work.

## **11. CONSULTATION**

Upon request and/or necessity, an authorized City representative will accompany the Contractor to the work areas to further clarify or describe desired methods and procedures. The Contractor will consult with the Park Maintenance Supervisor regarding the details, scheduling and performance of the contract as necessary.

## **12. PERFORMANCE EVALUATION MEETINGS**

The City of Valdez reserves the right to call periodic meetings with the Contractor on an as needed basis to discuss and evaluate the performance of the Contractor. If there are noted issues with Contractor's performance, the City of Valdez reserves the right to require daily work schedules, updates and/or meetings.

## **13. SITE INSPECTION**

The Parks Department will randomly inspect each planting area. During the inspection, a correction list will be made of all deficiencies in the work required by these specifications. If deficiencies are identified, the list will then be immediately forwarded to the Contractor. Payment will be held until all deficiencies have been corrected.

## **14. DEFAULTS**

**A. Penalty** If the Contractor fails to perform the work in the manner specified by this Agreement, the City of Valdez may penalize the Contractor for each day the work is not performed. Before assessing a penalty, the City of Valdez will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. The penalty will be not more than One Hundred Dollars (\$100.00) per day. If, after notice, the Contractor fails to take corrective actions, the City of Valdez may terminate this Agreement and enter into an agreement with another Contractor or may perform the work itself.

**B. Termination for Breach** If the Contractor fails to perform the work in the manner specified by these specifications, the City of Valdez may terminate the contract. Before termination for breach, the City of Valdez will notify the Contractor of the problem and allow the Contractor twenty-four (24) hours to take corrective action. If, after notice, the Contractor fails to take corrective action, the City of Valdez may terminate the Contract and enter into an agreement with another Contractor, or may perform the work itself. The Contractor shall be responsible to the City for all damages caused by his breach of the contract.

**C. City's Right to Cancel Contract** In the event that the City determines that the Contractor has failed to satisfactorily perform its obligations under the terms of the contract, the City may terminate this contract. In the event of such termination, the City shall pay to the Contractor all sums due to and including the date of termination, but shall have no further obligation to Contractor thereafter, at the conclusion of the original term of the contract. The City shall have the right to deduct from this final payment any additional costs incurred in the completion of this contract over and above the terms of this contract.

Should the City desire to terminate the contract pursuant to this paragraph, written notification of said proposed termination shall be provided by the Parks and Recreation Director to the Contractor. Said notification shall set forth the proposed termination and the grounds therefore. The Contractor shall then thereafter have a right to appeal the decision of the Parks Director to



the Valdez City Manager. In order to exercise such right, the Contractor must within ten (10) days of receipt of the Notice of Cancellation, provide a written Notice of Appeal to the City Manager. The Contractor shall thereafter, have a right to appeal the City Manager's decision to the City Council. In order to exercise such right, the Contractor must within ten (10) days of receipt of the City Manager's decision, provide a written Notice of Appeal to the City Clerk for the City Council. Thereafter, a hearing shall be held before the City Council, whose determination shall be final and binding.

## **15. CONTRACT PAYMENTS**

The annual contract amount shall be paid in five (5) equal payments as follows:

May 31, June 30, July 31, August 31, and September 30, if the Contractor provides an invoice in a timely manner to meet the accounts payable deadline requirements. If the invoice deadline is not met, then the Contractor shall receive payment on the next accounts payable check run or within 45 days of the invoice being received. An accounts payable calendar may be provided to the Contractor upon request.

Compensation for any additional beds, pots, or borders shall be negotiated by both the City and the Contractor and invoiced payments shall be adjusted to reflect any addition or deletion of the current number of beds, pots and borders.

Location of moveable pots may change in order to best fill the needs of the community, events, and venues or to move pots away from high rodent populations and shall not increase costs to the City for the Contractor to go to a different location to care for the same pots.

Timely payment to the CONTRACTOR is contingent upon receipt of invoices by the Director of Parks & Recreation of the City of Valdez, P.O. Box 307, Valdez, Alaska, 99686, at least one week prior to each payment date. Payments may be withheld on account of 1) defective work, 2) damage to City property caused by CONTRACTOR or CONTRACTOR'S employees or subcontractors, 3) unsatisfactory execution of the work, or 4) failure to pay suppliers, subcontractors or wages promptly, 5) any other material breach of this CONTRACT by the CONTRACTOR, 6) final payment annually will not be made until a final site inspection is conducted by the Director of Parks & Recreation or his designee, and all areas are approved for payment. Invoiced and final payment will be withheld until work is completed or conditions corrected. This final payment schedule applies only if the contract has not been terminated by the City or breached by the Contractor.

## **16. CONTRACTOR'S RESPONSIBILITY FOR SUBMITTING INVOICES**

A calendar showing due dates for invoices shall be given to the Contractor upon their request. All payment from the City to the Contractor will be on a net 45 day schedule. This means that the City has up to 45 days to make payment from the date the invoice is received. All invoices should be submitted to the front office of the Parks, Recreation & Cultural Services Department located at the Valdez Civic Center, 314 Clifton Drive, Valdez, AK 99686. Invoices can also be mailed to the Parks & Recreation Department "ATTN: Director" at P.O. Box 307, Valdez, AK 99686 in time to be signed and taken to the Accounts Payable (AP) Office as per the dates shown on the annual AP Calendar (provided upon request).

## **17. OBSERVANCE OF LAWS**

The Contractor shall secure all permits and licenses imposed by law and ordinance, pay all charges and fees, and give all notices necessary and incidental to the due and lawful performance of the work described in these specifications. Incidents, altercations or accidents involving park patrons, Contractor employees or City employees shall be reported to the Parks & Recreation Director in a timely manner. The Director, at his or her discretion, may require a written report from the Contractor describing the incident or accident.

## **18. ACCIDENT PREVENTION**

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinance shall be strictly observed. The Parks Department may require the Contractor to discontinue hazardous work practices upon written notice.

## 19. INSURANCE

### Worker's Compensation and Employer's Liability

\$500,000 Employer's Limit and Statutory requirements for Worker's Compensation

#### **General Liability**

#### **Minimum limits**

Commercial General Liability

\$1,000,000 each  
occurrence

General Aggregate-  
Products-Comp/Ops Aggregate-  
Personal and Advertising Injury

\$2,000,000  
\$2,000,000  
\$1,000,000

#### **Automobile Liability**

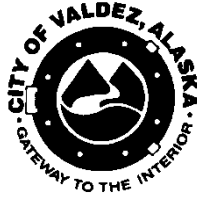
Any Auto

\$1,000,000  
Combined Single limit

Scheduled Auto, Hired Autos, Non-owned  
Auto acceptable in lieu of Any Auto.

## 21. INDEMNIFICATION

The Contractor shall indemnify, defend, save and hold the City harmless from any claim, lawsuit, or liability costs and attorney's fees arising from any alleged loss, damage or injury to persons or property during the course or as a result of this Contract.



## City of Valdez

### AGREEMENT

---

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and between the CITY OF VALDEZ, ALASKA, hereinafter called OWNER, acting through its Mayor, and \_\_\_\_\_ doing business as an individual located in the City of Valdez, State of Alaska, hereinafter called CONTRACTOR.

The CONTRACTOR agrees to accept as full and complete payment for all work to be done in this Contract for:

#### **Flower Planting and Care Contract Number: 1275**

those lump sum amounts as set forth in the "Bid Form" in the CONTRACT DOCUMENTS for this Project.

The total amount of this CONTRACT shall be based upon an awarded contract which shall be for the summer seasons only, beginning May 1, 2017 through September 30, 2021, with the option to request a contract renewal for a term of two (2) one-year extensions. Under no circumstances shall this contract be in existence outside of the working months of May 1<sup>st</sup> - September 30<sup>th</sup> of each contractual year.

The Contractor hereby agrees to commence work on this Project on May 1, 2017 and to complete all work in accordance with the CONTRACT DOCUMENTS on or about September 30, 2021, as weather conditions dictate. Said CONTRACT DOCUMENTS are listed in the "Table of Contents" herein. All documents listed therein are by this reference made a part hereof.

The OWNER agrees to pay the CONTRACTOR for the performance of the CONTRACT, subject to additions and deductions, as provided in the "Special Provisions" of the CONTRACT, and to make payments on account thereof as provided in the "Special Provisions." Disbursement of money by the City of Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.

IN WITNESS WHEREOF, the parties to these 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.

**CONTRACTOR**

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Federal I.D. or S.S. #

**CORPORATE SECRETARY**

Attest: \_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

**RECOMMENDED:**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

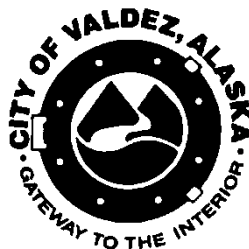
By: \_\_\_\_\_  
Director of Parks and Recreation

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for the City of Valdez

**CITY OF VALDEZ, ALASKA  
AUTHORIZED:**



**City of Valdez  
CORPORATE ACKNOWLEDGMENT**

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

UNITED STATES OF AMERICA )

STATE OF ALASKA )ss.  
)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Officer)

\_\_\_\_\_  
(Title of Officer)

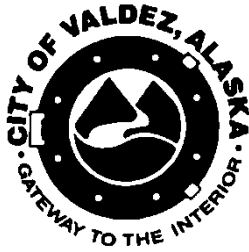
\_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_





## City of Valdez

### CONTRACT RELEASE Page 1 of 2

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:

#### Flower Planting and Care

##### Contract Number 1275

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.



City of Valdez  
CONTRACT RELEASE  
Page 2 of 2

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.

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 the foregoing RELEASE and knew the 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: \_\_\_\_\_

## Application Form

---

### Profile

Dwight

First Name

Morrison

Last Name

corso17@yahoo.com

Email Address

PO Box 3521

Valdez Mailing Address (PO BOX # or HCI BOX #)

469 Wortmanns

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 831-0892

Primary Phone

Home: (907) 835-2239

Alternate Phone

APSC

Employer

Maintenance Coordinator

Occupation

---

### Which Boards would you like to apply for?

Library Board

---

### How did you learn about this vacancy? \*

☒ I am a Current Board/Commission Member

---

### Interests & Experience

#### Why are you interested in serving on a City of Valdez board or commission?

Extending term.

**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

---

Been on this commission for 10+ years. Or so.

---

---

Upload a Resume or Letter of Interest

## Application Form

---

### Profile

Wendy

First Name

Langseth

Last Name

wendylangseth@gmail.com

Email Address

P.O. Box 3214

Valdez Mailing Address (PO BOX # or HCI BOX #)

1640 Kotsina Ct.

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 259-3135

Primary Phone

Home: (907) 835-3134

Alternate Phone

Valdez City Schools

Employer

Teacher

Occupation

---

### Which Boards would you like to apply for?

Library Board

---

### How did you learn about this vacancy? \*

☒ Newspaper

---

### Interests & Experience

**Why are you interested in serving on a City of Valdez board or commission?**

---

I am passionate about reading and am an avid reader. I believe in promoting the love of literacy and believe that the world needs books and libraries. I donate lots of extra books to the local public library in the hopes that they can be put in another person's hand. My support of the High School is also important to me and I donate quality literature each year.

---

**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

---

I have a B.S. in Elementary Education, M.A. in Education, and 25 years teaching as an educator. I was a Vice President on the Child Advocacy Board in Copper River, and have held numerous coaching positions over the years. I helped raise money for the Glennallen School Library and Public Library. In Valdez I helped organize a Used Book Sale at Gilson Middle School and created a book basket from GMS for the Book Basket Auction. I was on the Valdez Literacy Council also.

---

[Library\\_Board\\_Letter.docx](#)

Upload a Resume or Letter of Interest

P.O. Box 3214  
Valdez, AK 99686  
907-259-3135  
March 23, 2017

Valdez Public Library  
Board Member  
P.O. Box 609  
Valdez, AK 99686

Dear Library Council:

My name is Wendy Langseth and I am interested in the open board seat on the Valdez Public Library Board that is advertised in the newspaper. It would be thrilling for me to be considered for this position.

Literacy has been my career for 25 years. As a teacher I have been teaching reading to all levels of students. My mission each year is to promote a literature rich experience, environment, and to instill a love of reading in my students. I am very responsible, organized, and a people person. I would like to be involved with my community and making a positive difference.

Thank you for considering me for this board position. If there are any questions please don't hesitate to call.

A Life Long Reader,

Wendy Langseth

## Application Form

---

### Profile

Diane

First Name

Gibbs

Last Name

diane\_gibbs54@hotmail.com

Email Address

Box 1908

Valdez Mailing Address (PO BOX # or HCI BOX #)

1222 Coho Place

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Home: (907) 835-2106

Primary Phone

Mobile: (907) 831-1077

Alternate Phone

Retired

Employer

Education

Occupation

---

### Which Boards would you like to apply for?

Valdez Museum & Historical Archive Association Board of Directors

---

### How did you learn about this vacancy? \*

☒ Word of Mouth

---

### Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

---

Masters of Education Northern Arizona University Bachelor of Science Morris Brown College Associate of Arts Springfield Technical Community College Employer Valdez City Schools 30 years I've volunteered with a number of orgainzations when needed.

---

---

Upload a Resume or Letter of Interest



## Application Form

---

### Profile

Georgie-Ann

First Name

Christoffersen

Last Name

georgie-ann.christoffersen@wellsfargo.com

Email Address

Po box 922

Valdez Mailing Address (PO BOX # or HCI BOX #)

3228 Falcon Ave

Home Address

Suite or Apt

Valdez

City

AL

State

99686

Postal Code

Home: (907) 255-8326

Primary Phone

Business: (907) 835-4745

Alternate Phone

Wells Fargo

Employer

Service Manager

Occupation

---

### Which Boards would you like to apply for?

Valdez Museum & Historical Archive Association Board of Directors

---

### How did you learn about this vacancy? \*

☒ City Website

---

### Interests & Experience

**Why are you interested in serving on a City of Valdez board or commission?**

---

I would love to give back to the community. I believe that I am in the position to help others and play my part in the development of Valdez. I love this community and whatever it is that I can do to bring a smile on someone's face, that is my objective.

---

**Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.**

---

I have a Bachelors Degree in Marketing and Minor in Administrative Information Systems. I have been working for Wells Fargo for the past 3 years. I started as a Teller then moved on to the Personal Banker role and now I am a Service Manager. I have worked with Foster Children for a 1 year, helping to organize fundraisers.

---

[GEORGIE-  
\\_ANN\\_BURKE\\_RESUME.pdf](#)

Upload a Resume or Letter of Interest

## **GEORGIE ANN CHRISTOFFERSEN**

P.O. Box 922,

Valdez, Alaska 99686

H: (907) 835-8326

C: (907) 255-8326

W: (907) 835-4745

Email: georgieann\_burke@yahoo.com

### **PROFESSIONAL SUMMARY**

- Highly organized and detail-oriented individual with more than 3 years' experience supplying thorough, organized administrative support to executives
- Team player who is able to maintain a positive attitude while interacting with demanding clients and served as the primary point of contact for both in-house and external phone and website queries
- Talented professional with background in marketing and administration with extensive knowledge of Microsoft software
- Quality-focused professional who is committed to approaching all tasks with tenacity and attention to detail

### **SUMMARY OF QUALIFICATIONS**

- |                                  |                                  |
|----------------------------------|----------------------------------|
| • Project planning               | • Database management            |
| • Works well under pressure      | • Critical thinker               |
| • Professional phone etiquette   | • Articulate and well-spoken     |
| • Appointment setting            | • Customer service-oriented      |
| • Excellent communication skills | • Filing and data archiving      |
| • Advanced clerical knowledge    | • Flexible                       |
|                                  | • Accurate and detailed oriented |

## **EMPLOYMENT HISTORY**

03/2015-Present	Personal Banker	Wells Fargo	Valdez, AK
11/2014- 03/2015	Teller	Wells Fargo	Valdez, Ak
05/2013 - 09/2013	Front Desk Attendant	Mountain Sky Hotel	Valdez, AK
05/2012 - 09/2012	Front Desk Attendant	Mountain Sky Hotel	Valdez, AK
01/2008 - 08/2009	Collection Specialist	Mirand Response Systems	Kingston, Jamaica
05/2007 - 01/2008	Administrative Support	Spanish Town Parish Council	Kingston, Jamaica

## **EDUCATION**

BBA: Marketing,      University of Technology, Jamaica      Kingston, Jamaica  
Minor in Administrative Information System Management  
Accredited by World Education Services

References available upon request.



## City of Valdez 2017 Beautification Matching Grant

### Score Sheet for Task Force Evaluation of Grant Applications

**Applicant's Name:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Requested Matching Grant Amount:** \_\_\_\_\_

**Please score this project in terms of:**

**Guideline Requirements:**

**Score:** \_\_\_\_\_ / 5

- Does the project meet the guidelines of the application?
- Is the project aesthetic in nature or mostly maintenance?

**Community Benefit:**

**Score:** \_\_\_\_\_ / 5

- Does the project contribute to the overall goal of upgrading the appearance of the community?

**Planning:**

**Score:** \_\_\_\_\_ / 5

- Is there sufficient planning? Does the timeline make sense to ensure quality in project implementation?
- Have the date and time been set for the project's completion?

**Total:** \_\_\_\_\_ / 15

**Rating Scale:**

The organization, program or project is:

5=Overall excellent in all criteria with no *major* weaknesses or failings in the strict context of that criteria

4=Very good in all criteria or excellent in almost all, with perhaps no more than one major area requiring attention, correction, or major improvement

3=Good/average in all criteria, or very good in some areas but weak in others with at least one or more criteria requiring attention

2=Weak in several areas, but not necessarily absent of some merit in some areas

1=Very weak in almost all areas of the criteria

**Please score this project's budget in terms of:**

**Budget Score:** \_\_\_\_\_ / 5

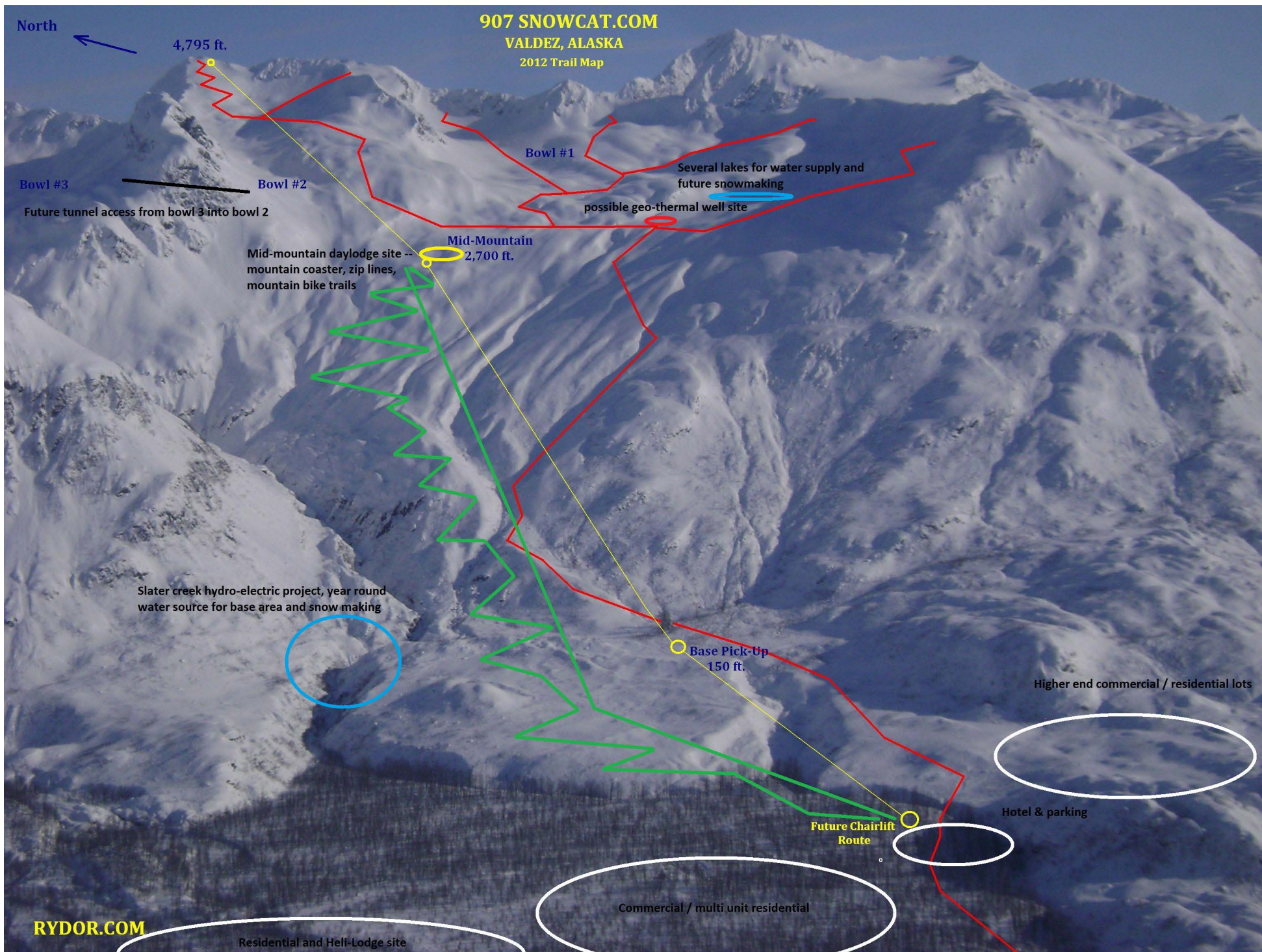
- Is the budget for the project competitive?
- Is the budget supported with a professional bid?
- Can the project be successful if partially funded?
- Has the applicant leveraged additional resources?

**Evaluator Name:** \_\_\_\_\_

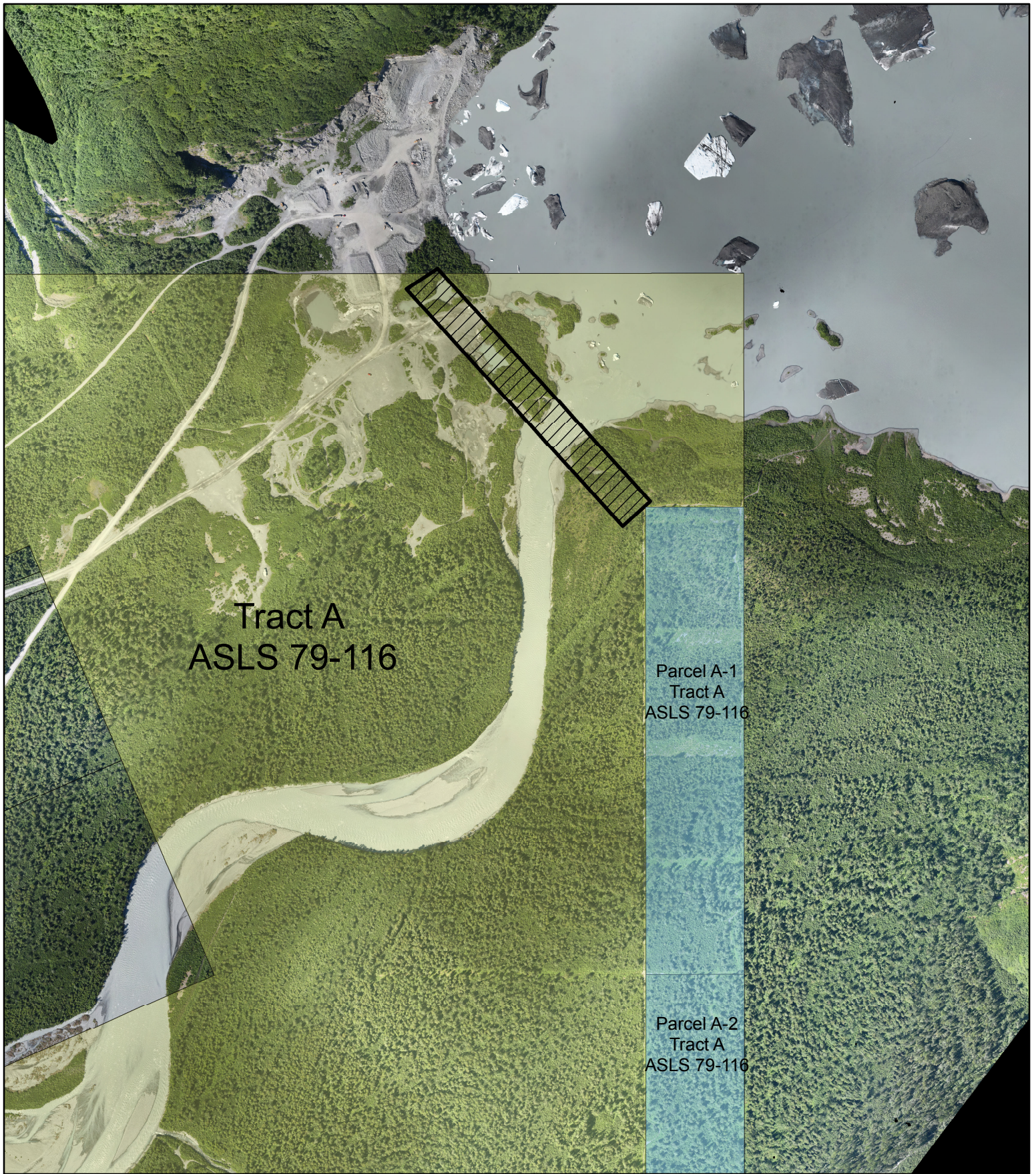
**Date:** \_\_\_\_\_

**Overall Evaluator Comments:**


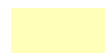



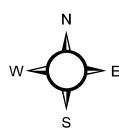






### Concept Easement

-  200ft Wide Easement
-  City Owned Property
-  Private Property





BASE MAP PROVIDED BY: COV ComDev Dept.  
ALL FEATURES ASSOCIATED WITH THIS MAP  
ARE SUBJECT TO THE COV DISCLAIMER FOR  
ACCURACY AND USE. IMAGERY DATE: 2016  
SCALE: 1 in =682 ft



**ASLS 79-116**  
**Approximately 2,050 Acres**

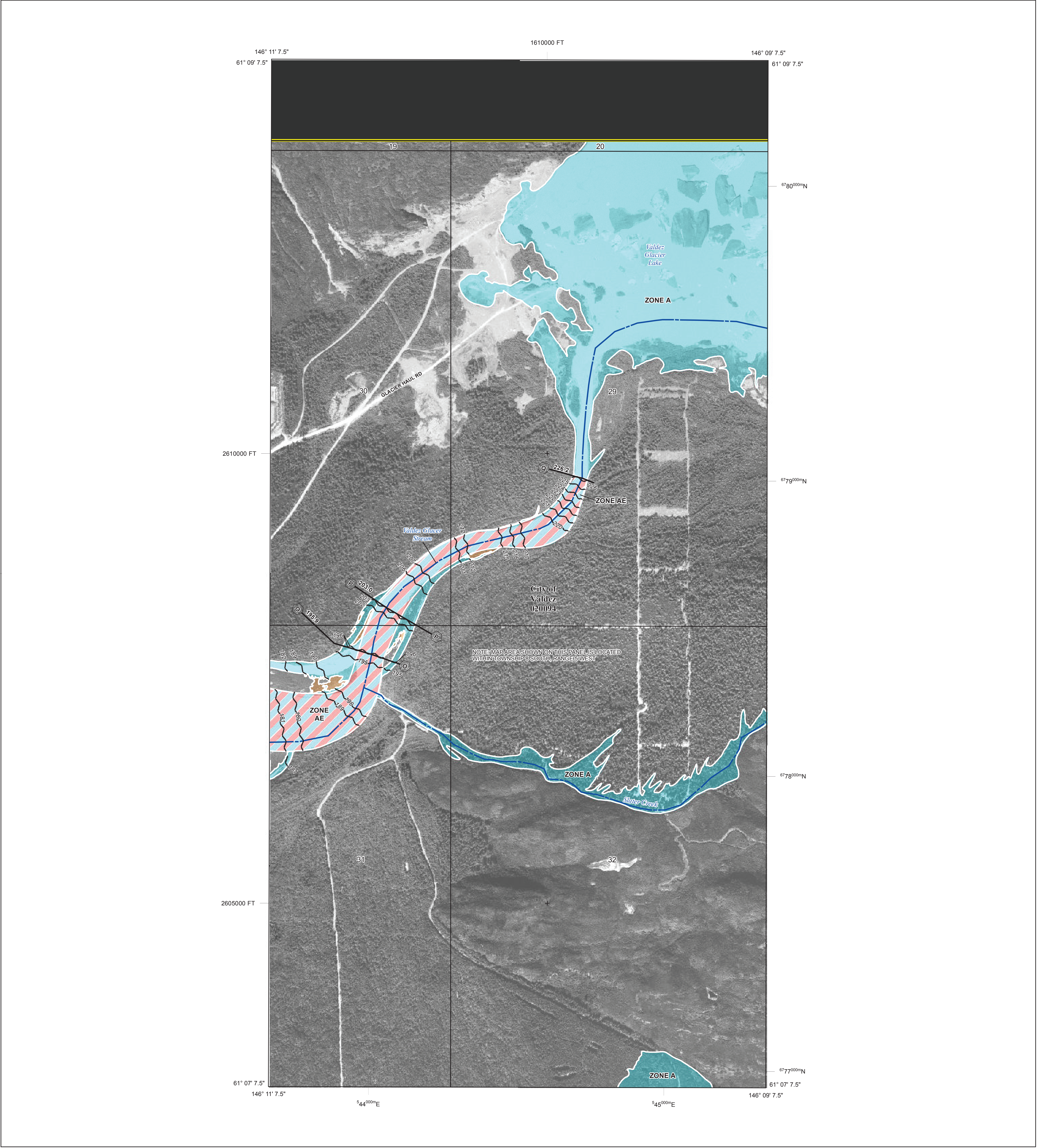
### Land Ownership

-  City of Valdez
-  Rydor Enterprises  
Approximately 100 Acres



BASE MAP PROVIDED BY: COV ComDev Dept.  
ALL FEATURES ASSOCIATED WITH THIS MAP  
ARE SUBJECT TO THE COV DISCLAIMER FOR  
ACCURACY AND USE. SCALE: 1 in =1,470 ft





FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT <a href="http://msc.fema.gov">HTTP://MSC.FEMA.GOV</a>	
SPECIAL FLOOD HAZARD AREAS	<div>Without Base Flood Elevation (BFE) Zone A,V, A99</div>
	<div>With BFE or Depth Zone AE, AO, AH, VE, AR</div>
	<div>Regulatory Floodway</div>
OTHER AREAS OF FLOOD HAZARD	<div>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X</div>
	<div>Future Conditions 1% Annual Chance Flood Hazard Zone X</div>
	<div>Area with Reduced Flood Risk due to Levee See Notes. Zone X</div>
OTHER AREAS	<div>NO SCREEN</div>
	<div>Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X</div>
GENERAL STRUCTURES	<div>Area of Undetermined Flood Hazard Zone D</div>
	<div>Channel, Culvert, or Storm Sewer</div>
	<div>Accredited or Provisionally Accredited Levee, Dike, or Floodwall</div>
	<div>Non-accredited Levee, Dike, or Floodwall</div>
	<div>Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)</div>
	<div>Coastal Transect</div>
	<div>Coastal Transect Baseline</div>
	<div>Profile Baseline</div>
	<div>Hydrographic Feature</div>
	<div>Base Flood Elevation Line (BFE)</div>
OTHER FEATURES	<div>Limit of Study</div>
	<div>Jurisdiction Boundary</div>

NOTES TO USERS

For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Map Service Center website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

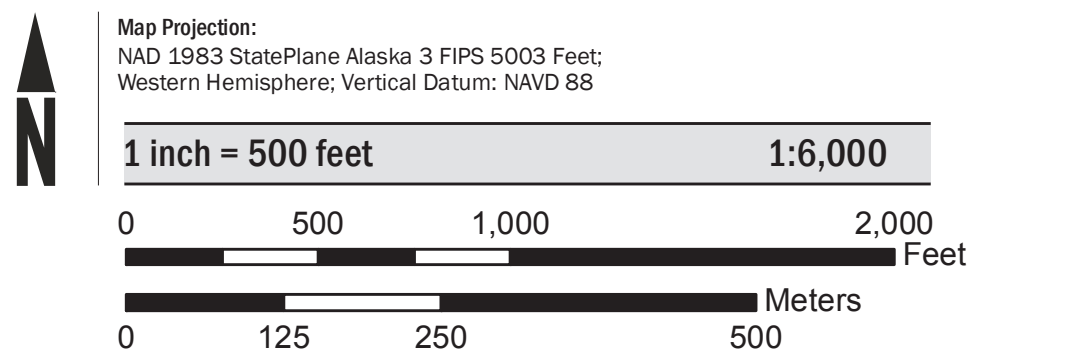
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study report for this jurisdiction.

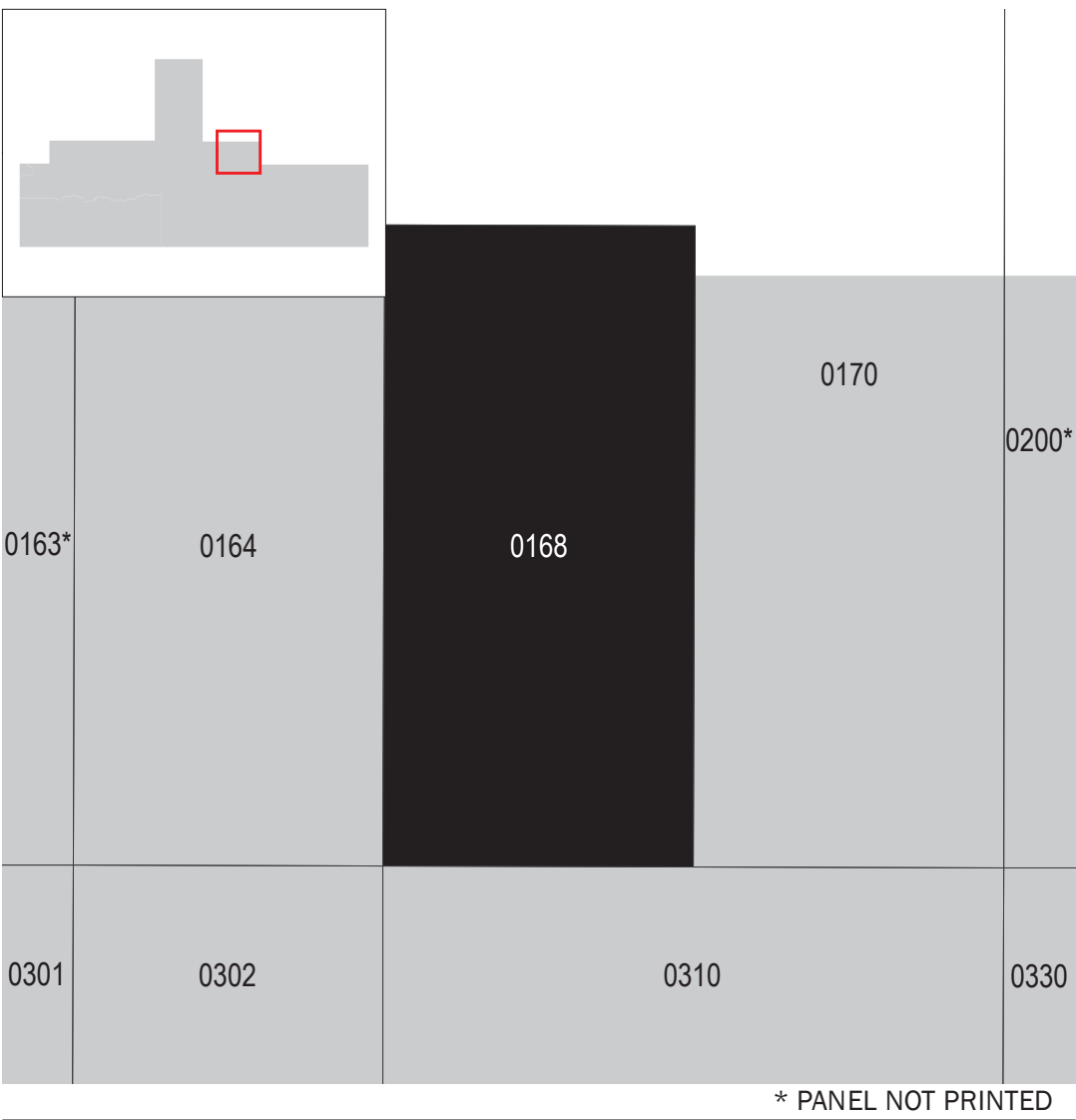
To determine if flood insurance is available in the community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by AeroMetric. This information was derived from digital orthophotography at a 1.5-foot resolution from photography dated 2009.

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM  
FLOOD INSURANCE RATE MAP

CITY OF VALDEZ, AK  
VALDEZ - CORDOVA CENSUS AREA

PANEL 168 of 400

COMMUNITY	NUMBER	PANEL	SUFFIX
VALDEZ, CITY OF	020094	0168	D

Panel Contains:

**PRELIMINARY  
9/15/2016**

VERSION NUMBER  
2.3.2.2

MAP NUMBER  
0200940168D

MAP REVISED

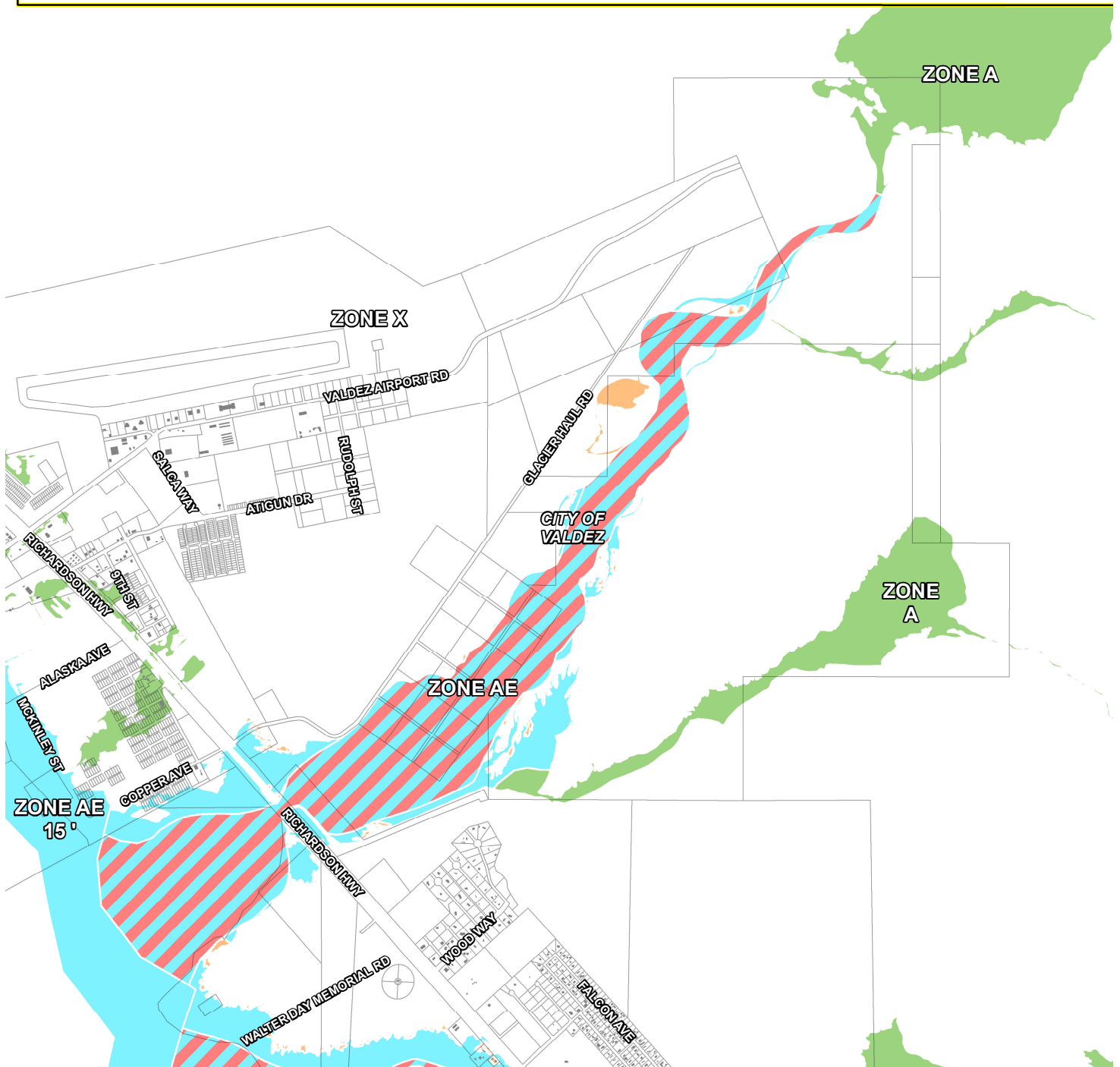


# RiskMAP

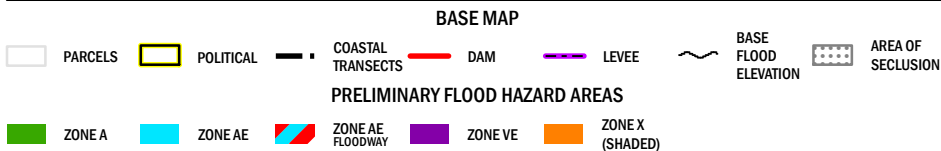
Map Contains:  
**PROPERTY IDENTIFICATION MAP**  
VALDEZ, ALASKA

DATE March 2017

This is a non-regulatory product and is provided for  
information gathering and sharing purposes only.



## BASEMAP LAYERS



## REFERENCE

1 inch = 2,888.7 feet 1:34,665



## STUDY AREA



## Lisa Von Bargaen

---

**From:** AnnMarie Lain  
**Sent:** Tuesday, January 31, 2017 10:34 AM  
**To:** Lisa Von Bargaen  
**Subject:** Bridge Easement - Flood Info  
**Attachments:** 0200940168D.pdf

Hi Lisa-

The bridge easement is located in a Flood Zone A and would require a floodplain development permit before construction. This permit will require that the applicant obtain all required state and federal permits. The more common federal regulations that may require a permit are listed below:

- U.S. Army Corps of Engineers Section 404- permits for wetlands filling
- U.S. Army Corps of Engineers Section 10 – permits for work in navigable waterways
- U.S. Coast Guard – permits for bridges and causeways that may affect navigation
- U.S. Fish and Wildlife Service- consultation required under Sections 7 and 10 of the Endangered Species Act of 1973

The proposed development must not increase the flood hazard on other properties. Each project proposed in the floodway is required to have an encroachment review. The developer will be required to obtain a “no-rise” certification supported by technical data.

Please let me know if this answered your question.

Cheers

-AML



## EAST & WEST ABUTMENTS

- 16 - 12" x 12" x 16' I BEAM PILINGNS - DROVE TO 10' PLUS
- 24 - 12" x 6" x 24' BACKING TIMBERS
- 16 - 12" x 6" x 22' BACKING TIMBERS
- 2 - 12" x 12" x 18' I BEAM BRIDGE SUPPORTS W/ VERTICAL SUPPORT @ BEAM & FOUNDATION LOCATIONS

## RIP-RAP & FILL

## MID-RIVER PILING

- 4 - 18" x 16' ROUND PILING
- 4 - 18" x 15' ROUND PILING SET @ 60° ANGLE W/ 4 - 2' x 4' x 8' CONCRETE FOUNDATIONS  
OR / MOUNT TO BED ROCK
- 2 - 12" x 18' I BEAM BRIDGE SUPPORTS W/ VERTICAL SUPPORT @ BEAM LOCATIONS

## DECK

- 12 - 24" x 100' I-BEAMS
- 1,800' 12" x 6" MOUNTING TIMBERS
- 300 - 12" x 6" x 16' SUB-DECK TIMBERS
- 4,200' 12" x 6" DECKING & GAURD RAIL TIMBERS
- 100 - 6" x 6" x 5' GUARD RAIL UPRIGHTS
- 600' GALVANIZED GUARD RAIL

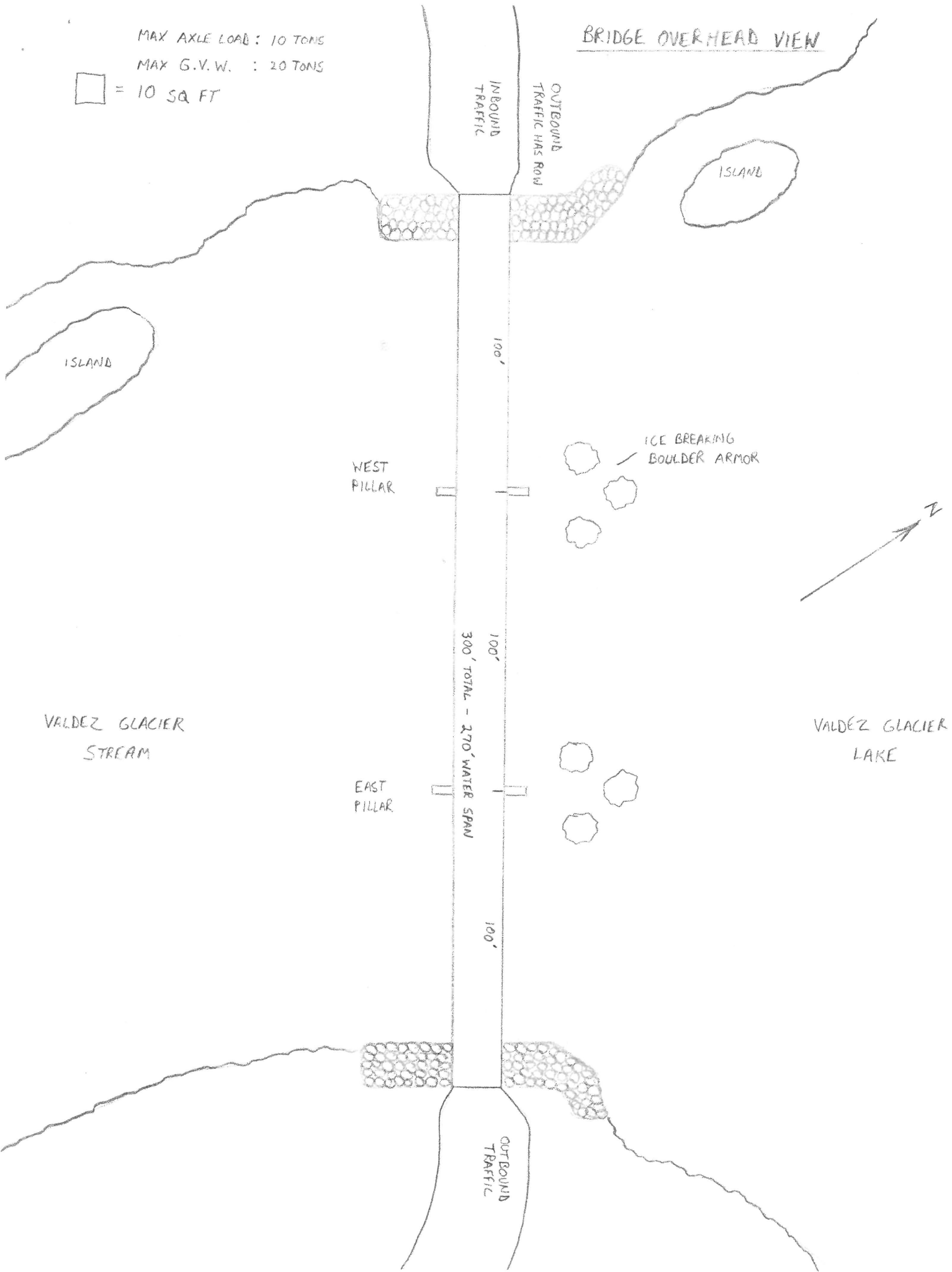
## BOLTS, NUTS, PLATES, SPACERS, ECT.

MAX AXLE LOAD : 10 TONS

MAX G.V.W. : 20 TONS

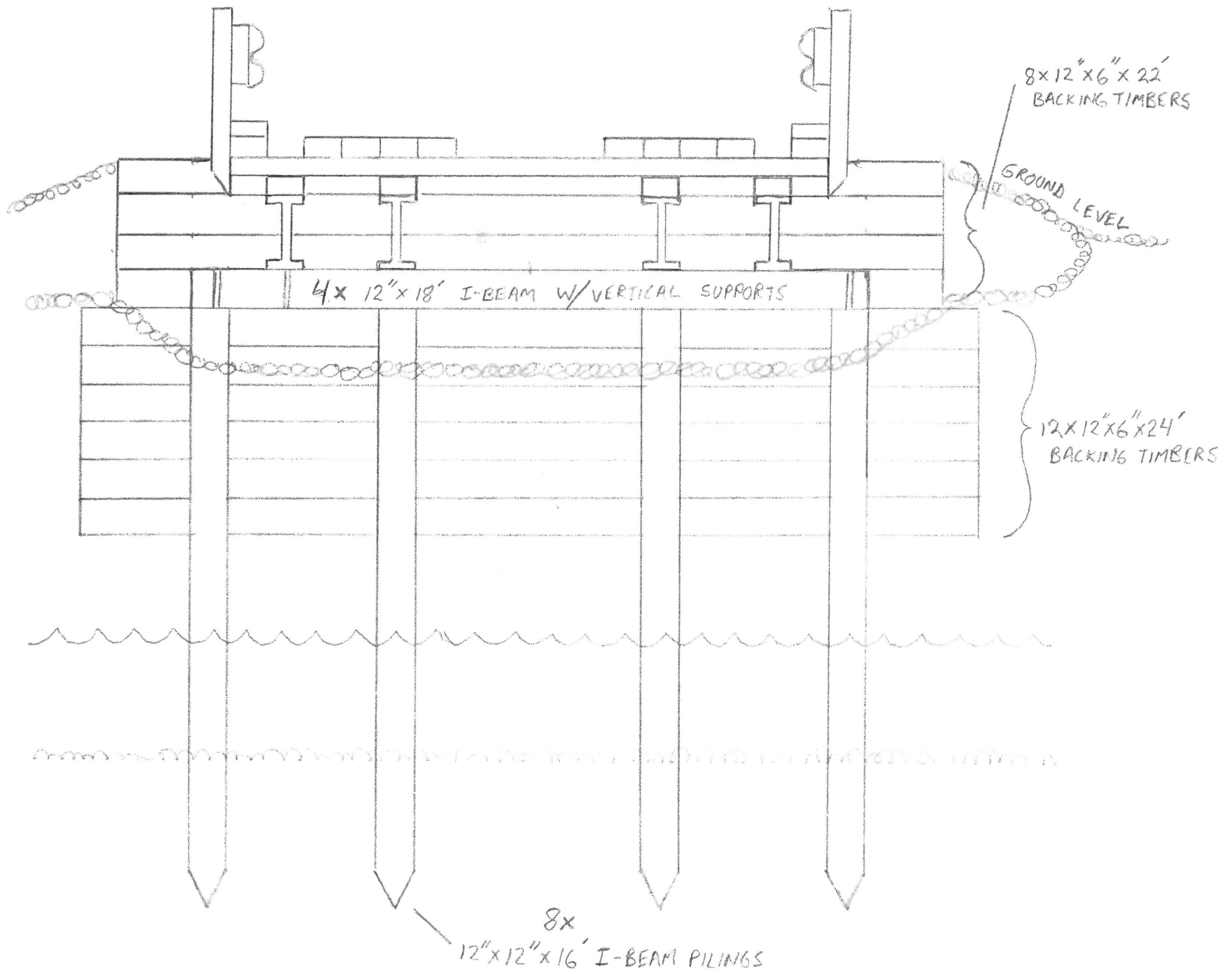
□ = 10 SQ FT

# BRIDGE OVERHEAD VIEW



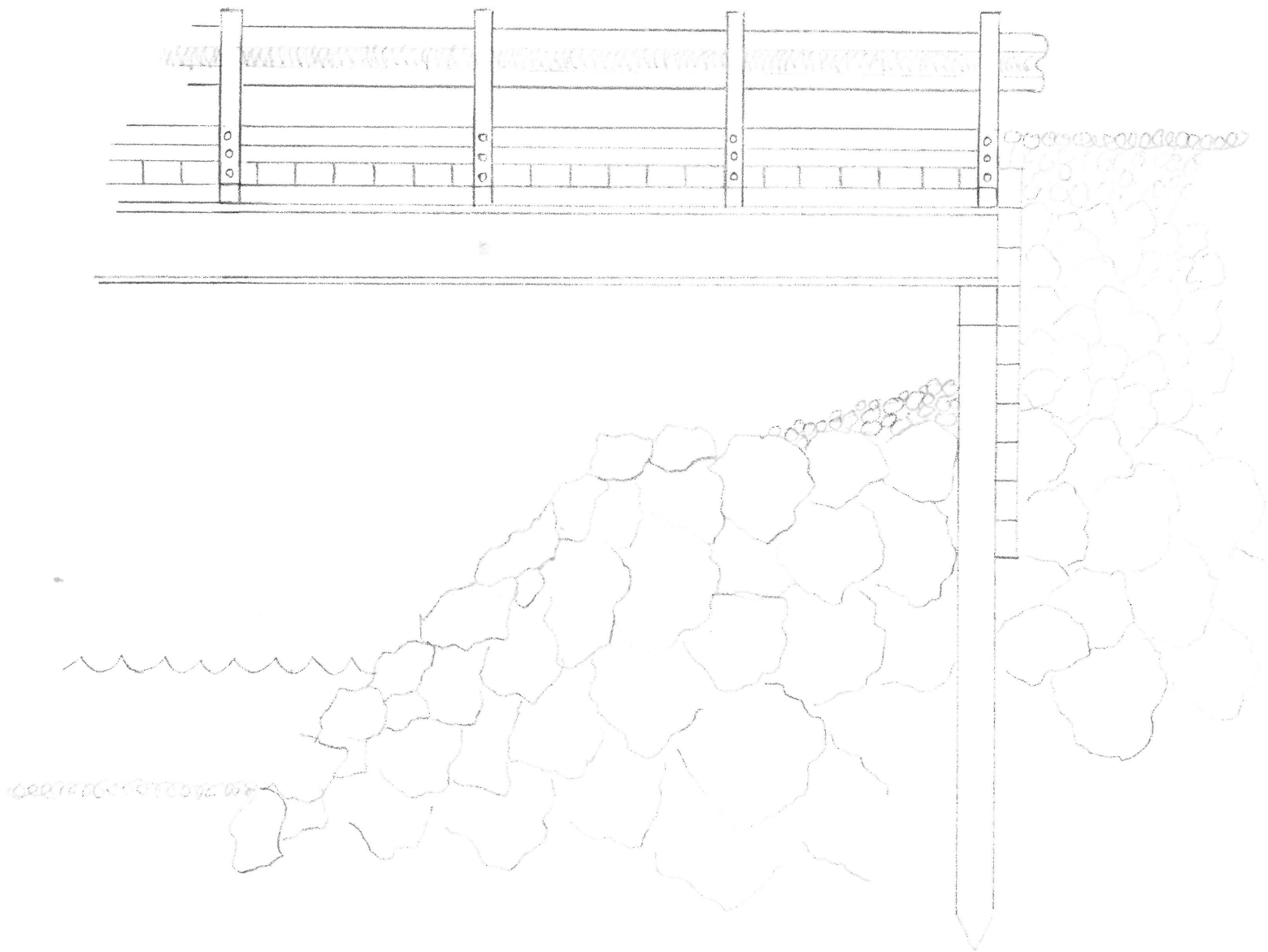
□ = 1 SQ. FT.

FRONT VIEW OF BRIDGE ABUTMENT



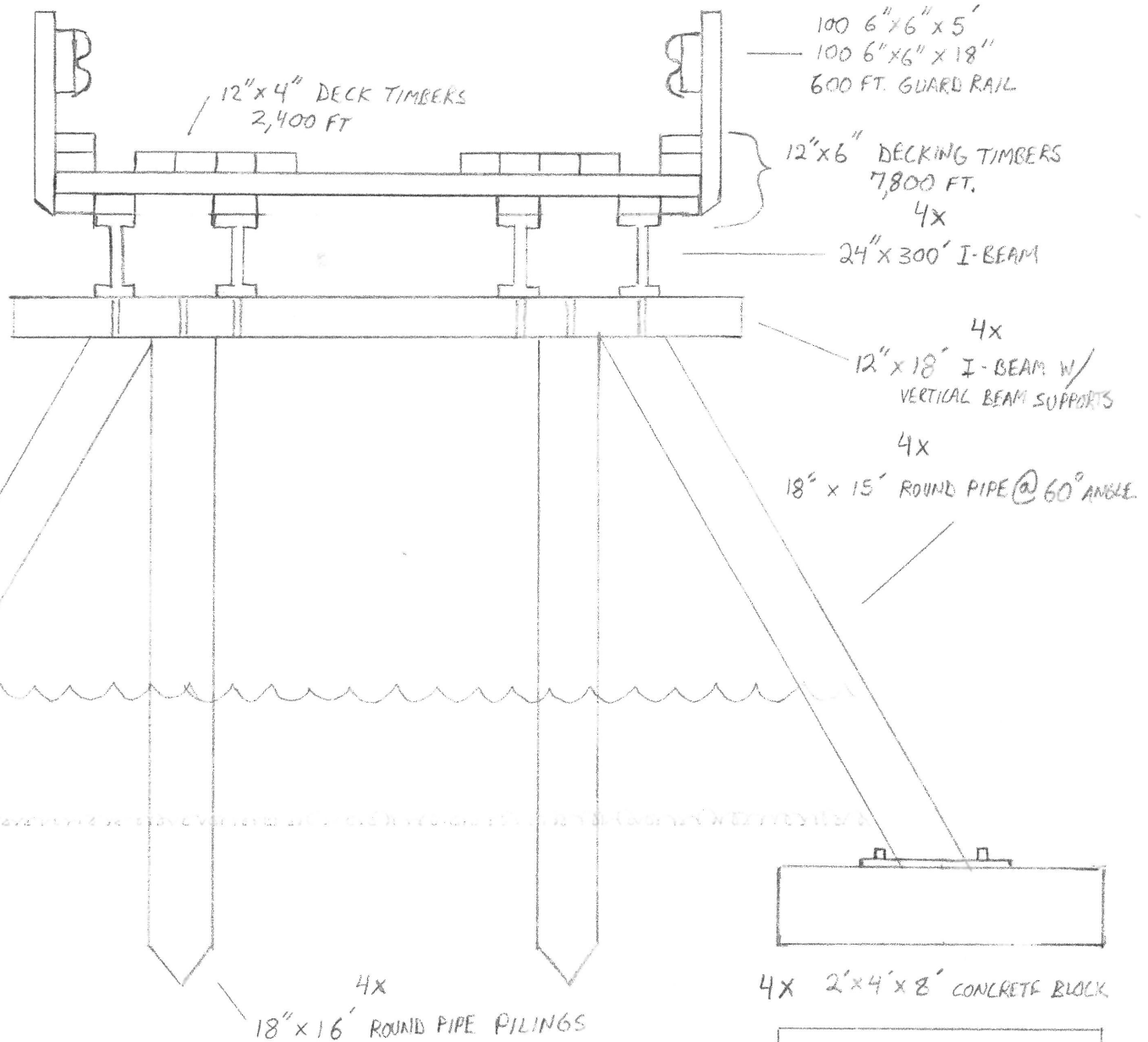
□ = 1 SQ. FT.

SIDE VIEW OF BRIDGE ABUTMENT



□ = 1 SQ. FT.

# MID-RIVER PILINGS & SUPPORT





**Alaska Sales and Service, CSV**

1300 E 5th Ave.  
Anchorage, AK. 99501  
Telephone # 907-265-7530  
Fax # 907-265-7507

SOLD TO: CITY OF VALDEZ

ADDRESS P O Box 307 602 W Egan  
VALDEZ ALASKA 99686

**INVOICE:**

DATE:

4/7/2017

INVOICE

SALESMAN:

B Westlin

FAN #

817729

MAKE	YEAR	MODEL	BODY STYLE	NEW OR USED
Chevrolet	2017	Tahoe PPV	4WD Police	NEW
SERIAL NUMBER		REFERENCE		
		P O #		

**OPTIONAL EQUIP. AND ACC.**  
DESCRIPTION

**NEW CAR- FACTORY INSTALLED:**

Bid Asst. Trans# 170871 /  
Order Dedline 05/05/17

**NEW CAR- DEALER INSTALLED:**

Program 6 Keys / Transmitters \$680.00

**Funds To:**

ALASKA SALES AND SERVICE  
1300 EAST 5TH AVENUE  
ANCHORAGE AK 99501

PURCHASER'S SIGNATURE \_\_\_\_\_

THE PURCHASER ACKNOWLEDGES RECEIPT OF THIS CAR AND A COPY OF THIS INVOICE.

PRICE OF CAR:		\$38,782.00
DELIVERED PRICE:		
EXTRAS:		
OPTIONAL EQUIP. & ACC		
FACTORY INSTALLED:	Included	
DEALER INSTALLED:	\$680.00	
TOTAL CASH PRICE		\$39,462.00
FACTORY REBATE:		
DOWNPAYMENT		
USED CAR:		
YEAR	MAKE	
MODEL	BODY	
LICENSE NO#		
Document Fees		\$0.00
LICENSE & TITLE FEES:		\$25.00
Balance Due		\$39,487.00

# Alaska Safety, Inc.

Quotation# **031626**

4725 Gambell Street  
Anchorage, AK 99503  
Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID <b>00001146</b>	Contact	
Customer PO <b>None</b>	Telephone <b>(907) 835-4560</b>	Facsimile <b>(907) 835-4900</b>

Bill To:

Ship To:

City of Valdez  
Accounts Payable  
PO Box 307  
Valdez, AK 99686

City of Valdez  
PO Box 307  
Valdez, AK 99686

Special Order ☐ Drop Ship ☐

Quote Date	Comments			Special Instructions			Terms
03/16/2017	Covert Undercover '17 Tahoe						NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson		
PRI. MAIL	03/16/2017	Anchorage	CV		Clint VanNoy		
Quantity	Item#	Description			Price	Total	
1 EACH	TYCC-F-TH-LPCD-16	Tahoe Specific Console, 16" sloped Computer Deck Console. 7" vertical, 9" level. Arbitrator, Mastercom and Motorola _____?radio.			\$450.00	\$450.00	
1 EACH	TYAC-INBHG	4" Internal beverage holder w/ grommets			\$60.00	\$60.00	
2 EACH	SOELUC2S010J	*Universal Hide-a-Way LED Crnr LED- R/B Red/Blue Split, located in reverse lights			\$75.00	\$150.00	
1 EACH	STPK0123TAH152ND	Rear Partition, Tahoe, Expanded Metal #12VS 2ND Vinyl Coated Expanded Metal Partition Stock Seat (Others Available)			\$400.00	\$400.00	
1 EACH	RI92131	*SR2 20" LED Drive/Hyperspot 9750 lumens. 885m beam distance. Recessed behind grill. Highbeam with arming switch.			\$520.00	\$520.00	
1 PAIR	RI51251	Dually D2 60 Deg Light Pair FLUSH 34.5 watts. 2.5 amp draw. 3030 lumens per light. 122 meter beam distance. 60 degree wide view work light. Flush mount.			\$375.00	\$375.00	
1 EACH	PE3892L6	*MASTERCOM 100W FULL FEATURE SIREN FULLFEATURE 100W SIREN ,PLUS NEW STYLE W/ Plug In Mic & Mic Jack			\$425.00	\$425.00	
1 EACH	FDMS100-06	DYNAMAX SPEAKER W/TAHOE BRKT			\$220.00	\$220.00	
4 EACH	FDMPS600UBR	*MicroPulse Ultra Lighthouse Blue/Red Installed on front face of rear view mirrors facing forward. And two installed recessed behind grill for covert.			\$150.00	\$600.00	
1 EACH	SOEL3D08A00J	*Ultralite 8 Module Exterior Red/Blue Installed in rear window, with traffic patterns enabled.			\$425.00	\$425.00	
1 EACH	INWINDOWTINT	Window Tint, Price varies Window tint on the rear passenger sides and rear quarter glass. Rear glass also if not already tinted. Windshield "Eyebrow" to hide Supervisor bar.			\$375.00	\$375.00	

# Alaska Safety, Inc.

Quotation# **031626**

4725 Gambell Street  
Anchorage, AK 99503  
Phone: (907) 561-5661 Fax: (907) 561-8484

Account ID <b>00001146</b>	Contact	
Customer PO <b>None</b>	Telephone <b>(907) 835-4560</b>	Facsimile <b>(907) 835-4900</b>

**Bill To:**

**City of Valdez**  
Accounts Payable  
PO Box 307  
Valdez, AK 99686

**Ship To:**

**City of Valdez**  
PO Box 307  
Valdez, AK 99686

Special Order ☐ Drop Ship ☐

Quote Date	Comments			Special Instructions			Terms
<b>03/16/2017</b>	<b>Covert Undercover '17 Tahoe</b>						<b>NET 30</b>
Ship Via <b>PRI. MAIL</b>	Date Required <b>03/16/2017</b>	FOB <b>Anchorage</b>	Prepared By <b>CV</b>	Order#	Salesperson <b>Clint VanNoy</b>		
Quantity	Item#	Description			Price	Total	
1 EACH	<b>GL30515</b>	<b>LED Stryker 12v Wireless Remote Black</b> Black, 10 High Flux LED's. Wireless control, Magnetic Base. 370° Rotation x 135° Tilt 320,000 Candela, Max Beam Distance 3,711 ft. 2.8 amps. 8° Beam Angle. 40 watts UV Ray and Saltwater Resistant. 3 Year Limited Warranty			\$595.00	\$595.00	
1 EACH	<b>WHIX45UFZ</b>	<b>Inner Edge for Tahoe, Ten 3-LED modules</b> Inner Edge Extra Low Profile for Chevy Tahoe/Suburban, 2015-2017, Chevy Silverado-1500/2500/3500, 2014-2017 Ten 3-LED Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs			\$895.00	\$895.00	
1 EACH	<b>HSPKG-PSM-176</b>	<b>Passenger Side Computer Mount</b> 2015-17 Tahoe, Suburban, and 2014-2015 Chevrolet Silverado 1500, 2500 and 3500 pickup Standard Passenger Side Mount Package. Standard PKG-PSM packages include a vehicle specific base plate, heavy-duty pole without height adjust handle, tilt-swivel motion device, and a top offset plate. By bundling all of the necessary parts in one sku we have simplified the ordering process.			\$350.00	\$350.00	
1 EACH	<b>PGWSD57T15</b>	<b>Weapon Storage Drawer for Tahoe</b> 2015-Current Chevrolet Tahoe PPV Weapon/Storage Drawer. Profile Dimensions: 47" wide x 11½ high x 24" deep. 11" clearance space underneath for access to wheel well in load floor. Features a programmable lock and two lever latches to further secure specific items like weapons or electronic equipment.			\$2,600.00	\$2,600.00	
1 HOUR	<b>LABOR</b>	<b>Install Shop Labor</b> Set up 2017 Tahoe with the above equipment, as well as customer supplied radio.			\$1,850.00	\$1,850.00	

# Alaska Safety, Inc.

4725 Gambell Street  
Anchorage, AK 99503  
Phone: (907) 561-5661 Fax: (907) 561-8484

Quotation# **031626**

Account ID <b>00001146</b>	Contact	
Customer PO <b>None</b>	Telephone <b>(907) 835-4560</b>	Facsimile <b>(907) 835-4900</b>

**Bill To:**

City of Valdez  
Accounts Payable  
PO Box 307  
Valdez, AK 99686

**Ship To:**

City of Valdez  
PO Box 307  
Valdez, AK 99686

Special Order ☐ Drop Ship ☐

Quote Date <b>03/16/2017</b>	Comments <b>Covert Undercover '17 Tahoe</b>			Special Instructions		Terms <b>NET 30</b>
Ship Via <b>PRI. MAIL</b>	Date Required <b>03/16/2017</b>	FOB <b>Anchorage</b>	Prepared By <b>CV</b>	Order#	Salesperson <b>Clint VanNoy</b>	
Quantity	Item#	Description			Price	Total
1 EACH	KS832	Raptor, Dual K-Band Ant.Directional only Raptor RP-1, Dual K-Band Antenna, Directional Mode, The Raptor RP-1 directional radar offers a wide range of features in the smallest two-piece moving Doppler radar on the market. DuraTrakT patented technology utilizes target tracking bars to indicate the tracking history of a particular target. All Raptor RP-1 units include display, counting unit, antenna (s), choice of wired or wireless remote,			\$1,530.00	\$1,530.00

**Comments**

This quotation is good for 30 days from the date listed above. Thank you for the opportunity!

Sub Total	\$11,820.00
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$11,820.00
Deposit	\$0.00
Balance	\$11,820.00

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



March 23, 2017

**CITY OF VALDEZ**

BPO 67915  
ATTN ROB COMSTOCK  
VALDEZ, Alaska 99686-0307

Attention: ROB COMSTOCK

**RE: Quote 183403-01**

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CATERPILLAR Model: 966M Wheel Loader with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** TBD - NEW

**SERIAL NUMBER:** TBD - NEW

**YEAR:** 2017

**SMU:** NEW - 0

## STANDARD EQUIPMENT

Quote 183403-01

**POWERTRAIN** - Brakes, full hydraulic enclosed wet-disc with Integrated Braking System - Brake wear indicators - Engine, Cat 9.3 - CAT Clean Emissions Module (CEM) with Diesel Particulate Filter (DPF) and remote Diesel Exhaust Fluid (DEF) tank - Fan, radiator, electronically controlled, hydraulically driven, temperature sensing, on demand - Economy Mode (for fuel reduction) - Fuel priming pump (electric) - Fuel/Water separator - Precleaner, engine air intake - Parking Brake, disk & caliper - Switch, transmission neutralizer lockout - Torque converter, locking clutch with free wheel stator - Transmission, automatic planetary power shift (4F/4R) -

**ELECTRICAL** - Alarm, back-up - Alternator, 145-amp brushed - Batteries (2), maintenance free 1400CCA - Ignition key; start/stop switch - Lighting system: - -2 forward roading lights (low/high beam with turn signals) - -2 rear facing working lights in hood - -2 LED position/stop/turn lights - -4 working lights on the cab - Main disconnect switch - Receptacle start (cables not included) - Starter, electric, heavy duty - Starting and charging system (24-volt) -

**OPERATOR ENVIRONMENT** - Air conditioner, heater, and defroster (auto temp & fan) - Beverage holders (2) with storage compartment for cell phone/MP3 player - Bucket/Work tool function lockout - Cab, pressurized and sound suppressed, radio ready (entertainment) includes antenna, speakers & converter (12-volt 10-amp) - Coat hook (2) - EH Controls, lift and tilt function - EH Parking Brake - Ergonomic cab access ladders & handrails - Horn, electric - Light, two dome (cab) - Mirrors, rearview external with integrated spot mirrors - Post mounted membrane 16 switch keypad - 2 receptacles, 12-Volt - Seat, Cat Comfort (cloth) air suspension - Seat belt, retractable - Steering, speed sensing with force feedback - Sun visor, front - Wet-Arm wipers/washers front & rear, intermittent front wiper - Window, sliding (left and right sides) - Viscous mounts - COMPUTERIZED MONITORING SYSTEM - With following gauges: - -Speedometer/Tachometer - -Digital gear range indicator - -DEF (Diesel exhaust fluid) level - -Temperature: engine coolant, hydraulic oil, transmission oil - -Fuel level - With following Warning Indicators: - -Regeneration - -Temperature: axle oil, engine intake manifold - -Pressure: engine oil, fuel Pressure - Hi/Low, primary steering oil, service brake oil - -Battery voltage Hi/Low - -Engine air filter restriction - -Hydraulic oil filter restriction - -Hydraulic oil Low - -Parking brake - -DEF low level - -Transmission filter bypass - MULTI-FUNCTION MONITOR: - -18cm (7 in) color LCD touch-screen display - -Rear-view camera image display (reverse travel activated) - -Machine settings & health parameters - CAT CONNECT (on-board, utilizing multi-function monitor) - Core App software to monitor & display: - -Total fuel consumption - -Average fuel burn rate - -Engine fuel consumption - -Total idle time - -Total operating hours - -Travel distance (odometer) - Basic App software to monitor & display: - -Total idle fuel - -Total operating hours, neutral - -Total operating hours with hydraulic filter in bypass -

**OTHER STANDARD EQUIPMENT** - Auto idle shutdown - Couplings, Caterpillar O-ring face seal - Ecology drains for engine, transmission, and hydraulics - Ether aid ready - Filters: fuel, engine air, engine oil, hydraulic oil, transmission - Fuel cooler - Grease zerks - Hitch, drawbar with pin - Hood, non-metallic power tilting - Hoses, Caterpillar XT - Hydraulic oil cooler (swing out) - Hydraulic System, load sensing - Kickout, lift & tilt, automatic (adjustable in cab) - Linkage, Z-Bar, cast crosstube/tilt lever - Oil sampling valves - Platform, window washing - Radiator grill, airborne debris - Remote diagnostic pressure taps - Service Center (electrical & hydraulic) - Sight gauges: engine coolant, hydraulic oil, and transmission oil level - Toolbox - Vandalism protection cap locks

**MACHINE SPECIFICATIONS****Quote 183403-01**

966M WHEEL LOADER	361-1910	-58F ANTIFREEZE	423-2666
REGIONAL PACKAGE, AM-N	509-9602	TIRES, 26.5R25 BRIDGESTONE VJT * L3	475-6250
STANDARD PACKAGE	506-4542	STANDARD WINDOWS	493-9621
STANDARD LIFT LINKAGE	506-2533	AIR INLET STANDARD, RAIN CAP	324-8092
COUNTERWEIGHT, 1000KG	367-2330	STANDARD PRECLEANER FILTRATION	505-1520
AXLES, AUTO DIFF FRONT/REAR, ECOLOGY DRAIN, EXTREME TEMP SEALS	434-3952	CB RADIO READY	372-1603
HYDRAULICS, 2VALVE W/RIDE CONTROL	500-2558	RADIO, AM/FM/USB/MP3 BLUETOOTH	372-1600
STANDARD HYDRAULIC OIL	396-4672	POWERTRAIN GUARD	367-9030
COLD STARTING (120V)	506-4546	FUSION QUICK COUPLER	310-9390
PREMIUM LED LIGHTING PACKAGE	506-2541	CAT 5 YEAR / 5000 HOUR POWERTRAIN WARRANTY - TECH TRAVEL TIME AND MILEAGE NOT INCLUDED	
CAB TRIM, HEATED SEAT / MIRRORS (LHD)	505-1515	NEW MACHINE PREP / COLD WEATHER PREP PER SEF CA1999	
SINGLE AXIS LEVERS, 2VALVE	495-0865	SPARE TIRE - MOUNTED	
3" SEAT BELT W/INDICATOR	450-1592	SPARE RIM	
STANDARD STEERING	372-6549	WHELEN AKDOT LIGHT PACKAGE	
PRODUCT LINK, SATELLITE PLE631	434-0693	1 PAPER SET PARTS AND SERVICE MANUALS	
COOLING CORES, 9 FPI	364-9907	FREIGHT FOB VALDEZ	
STANDARD FAN	506-2531		
BASIC FENDERS	464-6677		
HOOD, NON-METALLIC	391-5800		
STANDARD SOUND SUPPRESSION	422-1636		
QUICK COUPLER READY	372-7403		
STANDARD MANUAL LUBRICATION	495-7506		

**NC Machinery**

<u>Lot</u>	<u>Description</u>	<u>Spec/Make/Models</u>		<u>Total</u>
3				
1	5.0 CY Wheel Loader	Caterpillar 966M	\$ 269,790.00	\$ 269,790.00
1	Training	10	\$ -	\$ -
<b>Purchase Order</b>				
<b>Total</b>				<b>\$ 269,790.00</b>
1	CAT Fusion Coupler	310-9390	\$211	\$211
1	Axles, Auto diff Front/rear, Ecology drain, ETS	434-3952	\$10,470	\$10,470
1	Premium LED Light Pack	506-2541	\$3,490	\$3,490
1	5 Year / 5000 hour powertrain warranty		\$5,650	\$5,650
1	Freight FOB Valdez		\$11,500	\$11,500
1	CAT Performance Series GP Bucket, 5.5 CYD w/ Bolt on cutting edge, For	362-9276	\$12,743	\$12,743
1	1 Set Fusion Blank Hooks		\$0.00	\$0.00
<b>Total</b>				<b>\$ 313,854.00</b>

**WARRANTY**

Standard Warranty:

1 YEAR NEW MACHINE WARRANTY - TECHNICIAN TRAVEL TIME  
AND MILEAGE NOT INCLUDED

Extended Warranty:

5 YEAR / 5000 HOUR CAT POWERTRAIN WARRANTY - TECHNICIAN  
TRAVEL TIME AND MILEAGE NOT INCLUDED**F.O.B/TERMS: VALDEZ, AK****ADDITIONAL CONSIDERATIONS: CURRENT FACTORY LEAD TIME IS 12-16 WEEKS**

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**Signature**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steven Fisher  
Machine Sales Representative  
Cell: 907-748-7540  
SFisher@NCMachinery.com





**Alaska Sales and Service, CSV**

1300 E 5th Ave.  
Anchorage, AK. 99501  
Telephone # 907-265-7530  
Fax # 907-265-7507

**INVOICE:****Quote****DATE:****4-Apr-17****INVOICE****CG33803****SALESMAN:****B. Westin****SOLD TO:****City of Valdez****ADDRESS**

602 W Eagen

P O Box 307

Valdez, AK 99686-0307

jrussell@ci.valdez.ak.us

**FAN # / CAP****817729**

MAKE	YEAR	MODEL	BODY STYLE	NEW OR USED
Chevrolet	2017	Express 153" Van	Commercial Cut-A-Way	New
SERIAL NUMBER		REFERENCE		

P O #

**OPTIONAL EQUIP. AND ACC.**  
**DESCRIPTION**

**NEW CAR- FACTORY INSTALLED:**

Knapheide KUV 153DHK \$28,058.00  
Body shipped, installed per Bob's Services Quote 57890

**NEW CAR- DEALER INSTALLED:**

Reflex spray in Liner \$750.00  
Seat covers / Front 2 ea. \$360.00

PRICE OF CAR:	\$26,771.89
---------------	-------------

Document Fees	none
---------------	------

DELIVERED PRICE:	
------------------	--

EXTRAS:	Included
---------	----------

OPTIONAL EQUIP. & ACC	
-----------------------	--

FACTORY INSTALLED:	\$28,058.12
--------------------	-------------

DEALER INSTALLED:	\$1,110.00
-------------------	------------

FACTORY REBATE:	
-----------------	--

DOWNPAYMENT	
-------------	--

TOTAL CASH PRICE	\$55,940.01
------------------	-------------

USED CAR:	
-----------	--

YEAR	MAKE
------	------

MODEL	BODY
-------	------

LICENSE NO#	
-------------	--

LICENSE & TITLE FEES:	\$25.00
-----------------------	---------

BALANCE DUE:	\$55,965.01
--------------	-------------

**Funds To:**

**Bid Asst.Trans.# 170871 /**  
**Order Deadline 08/01/17**

ALASKA SALES AND SERVICE  
1300 EAST 5TH AVENUE  
ANCHORAGE AK 99501

PURCHASER'S SIGNATURE \_\_\_\_\_

THE PURCHASER ACKNOWLEDGES RECEIPT OF THIS CAR AND A COPY OF THIS INVOICE.

Summary of Proposals Received				Project: 16-310-9506											
Bid Opening				Contract No. 1294											
Date: April 10, 2017 at 2:00pm		Project No. VHS Gym Floor Replacement													
Place: Capital Facilities Conference Room				Alaskan Industries, Inc		Olgoonik Construction Sevices									
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	1	LS	N/A	\$18,000.00	N/A	32,800.00	N/A		N/A					
2	All labor required for new floor and door modification	1	LS	N/A	\$102,000.00	N/A	246,027.00	N/A		N/A					
3	All materials required for new fllor and door modification	1	LS	N/A	\$206,000.00	N/A	191,682.00	N/A		N/A					
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	\$8,800.00	N/A	33,250.00	N/A		N/A					
Total of base bid					\$334,800.00		\$503,759.00								
AA #1	Abate existing floor and prep for new floor installation on the concrete slab	1	LS	N/A	\$110,000.00	N/A	165,450.00	N/A		N/A					
Addendum(s) Acknowledged					✓		✓								
Bid Bond					✓		✓								
Alaska Business License					✓		✓								
Alaska Contractor License					✓		✓								
Total Base Bid					\$334,800.00		\$503,759.00								
Total Base Bid + Add. Alternate					\$444,800.00		\$669,209.00								
Local bidder preference 10%					-		-								
Total Adjusted Bid					-		-								
The bid totals are subject to correction after the bids have been completely reviewed.															
Totals have been reviewed				I hereby certify that the above is a true and correct summary of proposals received.											
Totals have been corrected				Project Manager											

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: VHS Gym Floor Replacement

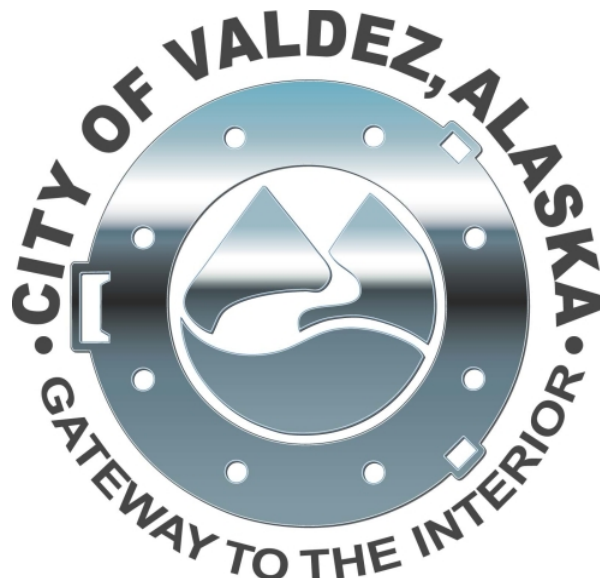
Project Number: 16-310-9506

Contract Number: 1294

Cost Code: 310-9506-58000

Issued for Construction

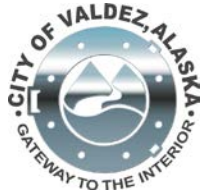
Date: March 17, 2017



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

Project Manager:  
Laura Langdon

Construction Plan Set Completed By:  
**Burkhart Croft Architects**  
**880 N Street, suite 302**  
**Anchorage, AK 99501**



**City of Valdez  
Contract Documents**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

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Minimum Prevailing Wage Rates_____	31
Addendums (if applicable)_____	Attached
Drawings Titled “ <u>Valdez High School – Gym Floor Replacement</u> ” _____	Attached
Specifications _____	Attached



**City of Valdez  
Invitation to Bid**

**Date: March 17, 2017**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

This project includes, but is not necessarily limited to:

- Abatement and removal of the existing gym flooring.
- Removal and reinstallation of the existing bleachers and wall mounted equipment to support new flooring installation.
- Existing door modification and refinishing.
- New wood sports flooring installation with internal ramps up to playing surface. To include new game lines and center court mascot.

Engineers Estimate for construction under \$ 400,000.00.

Sealed bids will be accepted until 4:00pm local time on April 7, 2017 at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read 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 March 28<sup>th</sup>, 2017 at 8:30am. Following the Pre-Bid conference will be a site visit to the Valdez High School Gym.

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 website at [www.ci.valdez.ak.us](http://www.ci.valdez.ak.us); documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

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

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

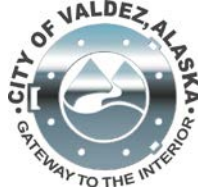
Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid as required by AS 36.05.070.

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

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

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

Advertising Dates: March 17, 2017 – April 7, 2017. Newspaper advertising dates: March 22, 29, April 5, 2017.



**City of Valdez  
Instructions to Bidders**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

**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**

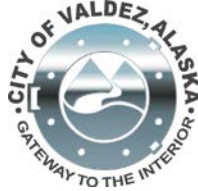
Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid having their bid rejected.

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, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered. The bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ  
VHS Gym Floor Replacement  
PROJECT NO. 16-310-9506  
CONTRACT NO. 1294  
DATE OF BID OPENING: April 7, 2017

CAPITAL FACILITIES DIRECTOR  
CITY OF VALDEZ  
300 AIRPORT ROAD, SUITE 201  
P.O. BOX 307  
VALDEZ, AK 99686

### 6. Preparation of Bids

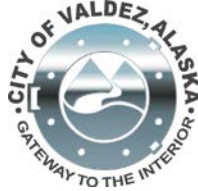
Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

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.

**Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.**

Facsimile number to use is (907) 835-5574.





## **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. Addenda Acknowledged 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 intent to award.

- A. Contract Bond (Payment Bond: See Bonding Requirements below)
- B. Contract Bond (Performance Bond: See Bonding Requirements below)
- C. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- D. Proof of Current Registration if a corporation
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form

## **9. Bonding Requirements**

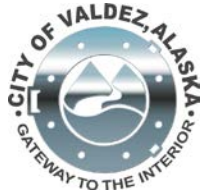
### **A. Bid Security**

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

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

The Bid Security or Bid Bond shall be issued for five percent (5%) of the bid amount.

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



## B. Contract Payment Bond

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

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

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

## C. Contract Performance Bond

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

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

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

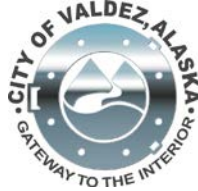
Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

## 10. Bidder Qualifications

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

## 11. Withdrawal of Bids

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



## **12. Bidders Interested in More than One Bid**

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

## **13. Rejection of Bids**

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

## **14. Hiring of Local Labor**

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

## **15. Protests**

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

## **16. Award of Bid**

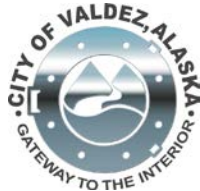
The bid, if awarded, will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and this document.

## **17. Pre-Bid Conference**

A non-mandatory Pre-Bid Conference will be held March 28<sup>th</sup> 2017, at 8:30 am at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska. Following the Pre-Bid conference will be a site visit to the Valdez High School Gym.

## **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: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506 / Contract Number: 1294**

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 _____

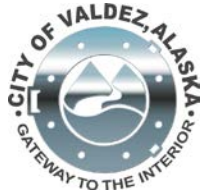
\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorizing Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

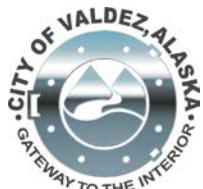
\_\_\_\_\_  
 Signature



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

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	1	LS	N/A	
2	Abatement of existing floor	1	LS	N/A	
3	All labor required for new floor and door modification	1	LS	N/A	
4	All materials required for new floor and door modification	1	LS	N/A	
5	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	
Additive Alternates					
AA #1	Type 1 floor in Rooms 192, 193, 194, 195, 196 & 198.				



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

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

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 \_\_\_\_\_, 201\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

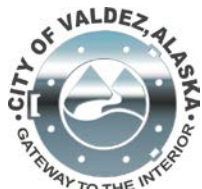
**CORPORATE SEAL**

\_\_\_\_\_  
Federal I.D. or S.S.N.

**ATTEST:**

\_\_\_\_\_  
Signature of Corporate Sec.

\_\_\_\_\_  
Print Name



**City of Valdez  
Bid Bond**

**KNOW ALL MEN BY THERE PRESENTS**, that we

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

as Principal, hereinafter called the Principal, and

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

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

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

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

Dollars (\$ \_\_\_\_\_),

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

Whereas, the Principal has submitted a bid for

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

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

Signed and sealed this \_\_\_\_\_ day or \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
(Witness)

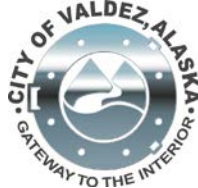
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)



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

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

---

This agreement is made \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

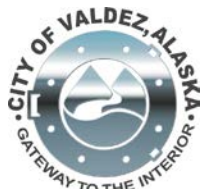
Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Bid Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: \_\_\_\_\_ **dollars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

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice To Proceed and to complete all work in accordance with the contract documents and addendums by July 26, 2017.. 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 hundred dollars (\$ 100.00) 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: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

---

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

\_\_\_\_\_  
 Ruth E. Knight, Mayor

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

**Attested:**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Sheri L. Pierce, MMC, City Clerk

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mailing Address

**Recommended:**

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Elke Doom, City Manager

\_\_\_\_\_  
 Federal I.D. or S.S.N.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Corporate Secretary

\_\_\_\_\_  
 Jason Miles, P.E., Capital Facilities Director

\_\_\_\_\_  
 Date

**Approved as to Form:**

Brena, Bell & Clarkson, P.C.

Attest: \_\_\_\_\_  
 Corporate Secretary

\_\_\_\_\_  
 Attorney for the City of Valdez

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506 / Contract Number: 1294**

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

(Title of Officer)

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

My Commission Expires: \_\_\_\_\_

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506 / Contract Number: 1294**

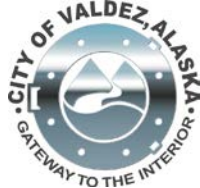
UNITED STATES OF AMERICA )  
 )SS.  
STATE OF ALASKA )

I, or the firm, association or 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:

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.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:\_\_\_\_\_



**City of Valdez  
Performance Bond**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

**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,**

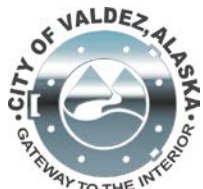
Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

in accordance with Drawings and Specifications prepared by

**Burkhart Croft Architects  
880 N Street, suite 302  
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: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

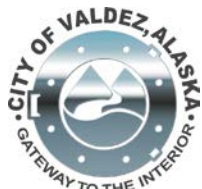
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)



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

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

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,**

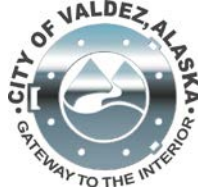
Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

in accordance with Drawings and Specifications prepared by

**Burkhart Croft Architects  
880 N Street, suite 302  
Anchorage, AK 99501**

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



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

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

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 \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

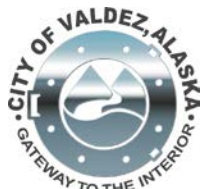
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)



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

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

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, \_\_\_\_\_, 201\_\_.

CONTRACTOR

CITY OF VALDEZ, OWNER

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 Capital Facilities Director

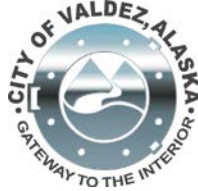
\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

REMARKS: \_\_\_\_\_





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

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

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: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

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.

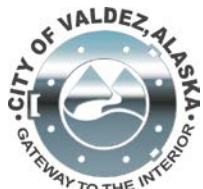
The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ \_\_\_\_\_  
as full of 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.

**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_

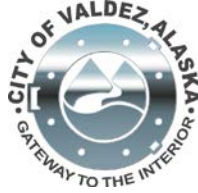


**City of Valdez  
Special Provisions**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

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SP 02	Scope of Work
SP 03	Time of Completion
SP 04	Special Site Conditions
SP 04	Special Site Conditions
SP 05	Hazardous Waste Generation
SP 06	Coordination and Schedule
SP 07	Site Preservation, Restoration, Cleanup and Environmental Reporting
SP 08	Permits
SP 09	Order of Award of Alternative Bids
SP 10	Local Forest Products
SP 11	Payment
SP 12	Change Orders
SP 13	Warranty
SP 14	Closeout
SP 15	References to City of Valdez Standard Specifications (CVSS)
SP 16	Construction Specifications



**City of Valdez  
Special Provisions**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

**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:

- Abatement and remove of the existing gym flooring.
- Removal and reinstallation of the existing bleachers and wall mounted equipment to support new flooring installation.
- Existing door modification and refinishing.
- New wood sports flooring installation with internal ramps up to playing surface. To include new game lines and center court mascot.

**Alternate Bid(s)**

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Provide Flooring Type 1 in lieu of Type 2 in the following rooms, Elect 192, Storage 193, Storage 194, Elect 195, Storage 196, and Storage 198.

**SP 03 Time of Completion**

All work shall be completed in accordance with the Contract Documents by July 26, 2017.

Liquidated damages will be assessed in the sum of one hundred dollars (\$100.00) 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**

Abatement is required of the existing floor and lead paint is present.

The contractor is responsible for all costs associated with proper and legal disposal of the waste and debris.

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.

Staging area will be behind (just north) of the high school gym. Contractor will need to verify staging area is still available and receive approval from the City.

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

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

#### **SP 05 Hazardous Waste Generation**

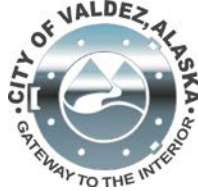
Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

#### **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**

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. 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. Contractors shall be responsible for all associated clean up 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 Local Forest Products**

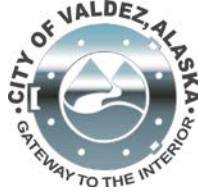
Use of timber, lumber, and manufactured lumber products originating from local forests in Alaska shall be used wherever practicable per AS 36.15.010.

### **SP 11 Payment**

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

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

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



## **SP 12 Change Orders**

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

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

## **SP 13 Warranty**

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

## **SP 14 Closeout**

### Tax Clearances

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

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

### Certified Payroll

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

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

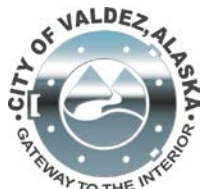
### Release of Liens

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

### Consent of Surety

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

### Maintenance, Operation, Ownership of the Completed Project



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

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

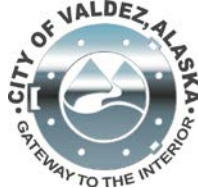
The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work. The Standard Specifications are available for purchase from the Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

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

#### **SP 16 Construction Specifications**

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled **Valdez High School – Gym Floor Replacement**. These drawings are by reference included herein.





**City of Valdez**

**Modifications and Additions to the Standard Specifications**

**Project: VHS Gym Floor Replacement**

**Project Number: 16-310-9506/ Contract Number: 1294**

Division 10                      Standard General Provisions

Article 7.5    Progress Payments

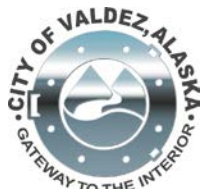
Add the following:

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



**City of Valdez  
Wage Rates**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

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

<http://labor.alaska.gov/lss/forms/pamp600-090114.pdf>  
<http://labor.alaska.gov/lss/forms/Pam400.pdf>



A photograph of two construction workers in safety gear (hard hats, high-visibility vests, and work clothes) working on a construction site. They are positioned behind a large, grey concrete block wall. One worker is wearing a white hard hat and the other an orange one. They are both looking down at the blocks. In the background, an orange excavator is visible, and the ground is uneven and rocky. The title text is overlaid on a yellow and blue banner at the top of the image.

# Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016  
Issue 32



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THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Labor and  
Workforce Development**

Office of the Commissioner

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

April 1, 2016

**TO ALL CONTRACTING AGENCIES:**

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2016.

All projects with a final bid date of April 11, 2016, or later, must pay the prevailing wage rates contained in this pamphlet. 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, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink, reading "Heidi Drygas".

Heidi Drygas  
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 the current laws and regulations, please refer to the official codes.

## EXCERPTS FROM ALASKA LAW

*(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)*

### **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.

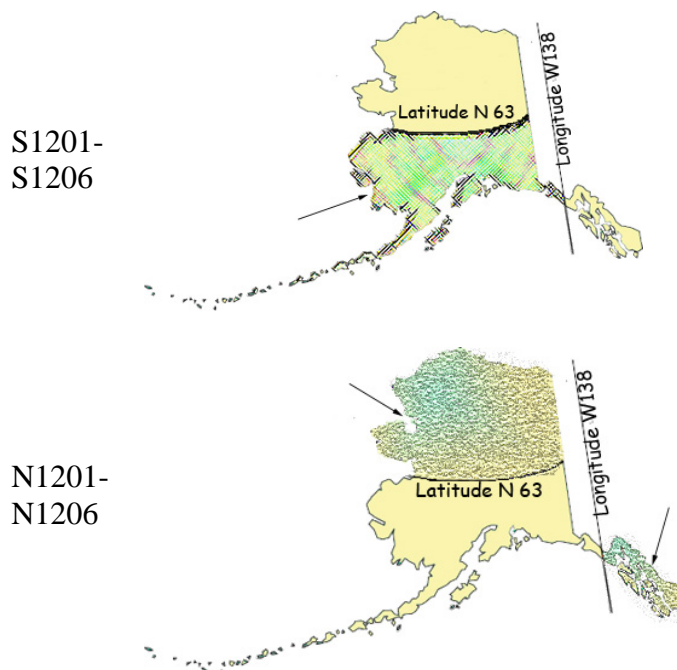
**Sec. 36.05.900. Definition.**

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.

**ADDITIONAL INFORMATION**

**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:



**ACCOMMODATIONS AND PER DIEM**

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

#### **Employer-Provided Camp or Suitable Accommodations**

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the 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 project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

#### **Per Diem**

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers' and Mechanics' Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department's existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

#### **\*\* NEW \*\* APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

Boilermakers	Elevator Constructors & Mechanics	Plumbers and Pipefitters
Bricklayers	Insulation Workers	Roofers
Carpenters	Ironworkers	Sheetmetal Workers
Cement Masons	Laborers	Surveyors

Culinary Workers  
Electricians  
Equipment Operators

Mechanics  
Millwrights  
Painters  
Piledriving Occupations

Sprinkler Fitters  
Truck Drivers  
Tug Boat Workers  
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

### **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 & Safety Division  
Wage and Hour Administration  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: [anchorage.lss-wh@alaska.gov](mailto:anchorage.lss-wh@alaska.gov)

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
1251 Muldoon Road, Suite 113  
Anchorage, AK 99504-2098  
Email: anchorage.lss-wh@alaska.gov

**For *REGULATIONS* information relating to any of the following:**

- ☐ Wage and Hour Title 23 Employment Practices
- ☐ Wage and Hour Title 36 Public Works
- ☐ Employment Agencies
- ☐ Child Labor
- ☐ Employment Preference (Local Hire)
- ☐ Plumbing Code
- ☐ Electrical Code
- ☐ Boiler/Pressure Vessel Construction Code
- ☐ Elevator Code
- ☐ Certificates of Fitness
- ☐ Recreational Devices

**Request any of the following *PUBLICATIONS* by checking below:**

- |  |   |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet   |
| <input type="checkbox"/> Minimum Wage & Overtime Poster              | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster                          | <input type="checkbox"/> Child Labor Pamphlet           |

***PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.***

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ( $.90 \times 4 = 3.6 - .6 = 3$ ). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development**  
**Labor Standards & Safety Division**  
**Wage and Hour Administration**  
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:  
anchorage.lss-wh@alaska.gov

**Juneau**

1111 W. 8<sup>th</sup> Street, Suite 302  
Juneau, Alaska 99801  
Phone: (907) 465-4842

Email:  
juneau.lss-wh@alaska.gov

**Fairbanks**

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

Email:  
fairbanks.lss@alaska.gov

**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

Bengal Groups, LLC  
Mohammed Ali, Individual  
Fry’s Services, LLC  
John Paul Freie, Individual  
Pyramid Audio & Video, Ltd.  
Jeffrey P. Schneider, Individual

November 3, 2017  
November 3, 2017  
November 16, 2017  
November 16, 2017  
June 19, 2018  
June 19, 2018

# 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

						VAC	SAF	
<b>A0101</b>	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	3.00	0.34	72.86

## Bricklayers & Blocklayers

\*\*See note on last page if remote site

						L&M		
<b>A0201</b>	Blocklayer	39.81	9.53	8.50	0.55	0.15	0.43	58.97

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

						L&M		
<b>A0202</b>	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	0.15	0.43	58.97

Cleaner (PCC)

						L&M		
<b>A0203</b>	Marble & Tile Finisher	33.94	9.53	8.50	0.55	0.15	0.43	53.10

Terrazzo Finisher

						L&M		
<b>A0204</b>	Torginal Applicator	37.88	9.53	8.50	0.55	0.15	0.43	57.04

## Carpenters, Statewide

\*\*See note on last page if remote site

						L&M	SAF	
<b>A0301</b>	Carpenter (journeyman)	38.09	9.78	13.61	0.70	0.10	0.15	62.43

Lather/Drywall/Acoustical

## Cement Masons, Region I (North of N63 latitude)

\*\*See note on last page if remote site

						L&M		
<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	0.10		58.01

Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Mason (journeyman)  
Concrete

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



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

\*\*See note on last page if remote site

<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	58.01
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Concrete Paving  
Curb & Gutter, Sidewalk  
Curing of All Concrete  
Grouting & Caulking of Tilt-Up Panels  
Grouting of All Plates  
Patching Concrete  
Screed Pin Setter  
Spackling/Skim Coating

<b>N0402</b>	Group II, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	58.01
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Form Setter

<b>N0403</b>	Group III, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	58.01
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Concrete Saw (self-powered)  
Curb & Gutter Machine  
Floor Grinder  
Pneumatic Power Tools  
Power Chipping & Bushing  
Sand Blasting Architectural Finish  
Screed & Rodding Machine Operator  
Troweling Machine Operator

<b>N0404</b>	Group IV, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	58.01
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Application of All Composition Mastic  
Application of All Epoxy Material  
Application of All Plastic Material  
Finish Colored Concrete  
Guniting Nozzleman  
Hand Powered Grinder  
Tunnel Worker

<b>N0405</b>	Group V, including:	37.75	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	58.26
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Plasterer

### Cement Masons, Region II (South of N63 latitude)

\*\*See note on last page if remote site

<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	57.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
VAC=vacation

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

\*\*See note on last page if remote site

							L&M	
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>S0402</b>	Group II, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Form Setter							
<b>S0403</b>	Group III, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>S0404</b>	Group IV, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>S0405</b>	Group V, including:	37.50	7.43	11.80	1.18	0.10		58.01
	Plasterer							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Culinary Workers * See note on last page</b>							
<b>A0501</b>	Baker/Cook	25.67	6.53	6.37		<b>LEG</b> 0.07	38.64
<b>A0503</b>	General Helper	22.62	6.53	6.37		<b>LEG</b> 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
<b>A0504</b>	Head Cook	26.22	6.53	6.37		<b>LEG</b> 0.07	39.19
<b>A0505</b>	Head Housekeeper	23.04	6.53	6.37		<b>LEG</b> 0.07	36.01
	Head Kitchen Help						
<b>Dredgemen</b> **See note on last page if remote site							
<b>A0601</b>	Assistant Engineer	39.26	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
<b>A0602</b>	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.20
<b>A0603</b>	Fireman	38.54	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.64
<b>A0605</b>	Leverman Clamshell	41.79	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	63.89
<b>A0606</b>	Leverman Hydraulic	40.03	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	62.13
<b>A0607</b>	Mate & Boatman	39.26	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	61.36
<b>A0608</b>	Oiler (dredge)	38.54	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.64
<b>Electricians</b>							
<b>A0701</b>	Inside Cable Splicer	39.82	12.19	13.01	0.95	<b>L&amp;M</b> 0.20 <b>LEG</b> 0.15	66.32

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Electricians</b>								
<b>A0702</b>	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	66.23
<b>A0703</b>	Power Cable Splicer	52.27	12.19	18.76	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	84.52
<b>A0704</b>	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	76.38
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	82.72
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	77.75
<b>A0707</b>	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	74.58
<b>A0708</b>	Powderman	48.52	12.19	18.65	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	80.66
<b>A0710</b>	Material Handler	26.15	11.64	4.78	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	43.02
<b>A0712</b>	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	50.85
<b>A0713</b>	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	59.78
<b>A0714</b>	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	63.33
<b>A0715</b>	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	64.52
<b>Elevator Workers</b>								
<b>A0802</b>	Elevator Constructor	36.75	14.43	14.96	0.60	<b>L&amp;M</b> 0.30	<b>VAC</b> 3.35	70.39
<b>A0803</b>	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	<b>L&amp;M</b> 0.30	<b>VAC</b> 5.83	88.62

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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### Heat & Frost Insulators/Asbestos Workers

\*\*See note on last page if remote site

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	<b>SAF</b> 0.12	57.05
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	<b>SAF</b> 0.12	57.05
<b>A0904</b>	Insulator, Group II	37.38	8.84	9.51	1.20	<b>SAF</b> 0.12	57.05
<b>A0905</b>	Fire Stop	37.38	8.84	9.51	1.20	<b>SAF</b> 0.12	57.05

### IronWorkers

\*\*See note on last page if remote site

<b>A1101</b>	Ironworkers, including:	36.25	7.83	19.25	0.97	<b>L&amp;M</b> 0.46	<b>IAF</b> 0.10	64.86
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
<b>A1102</b>	Helicopter	37.25	7.83	19.25	0.97	<b>L&amp;M</b> 0.46	<b>IAF</b> 0.10	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)							
<b>A1103</b>	Fence/Barrier Installer	32.75	7.83	19.00	0.97	<b>L&amp;M</b> 0.46	<b>IAF</b> 0.10	61.11
	Guard Rail Installer							
<b>A1104</b>	Guard Rail Layout Man	33.49	7.83	19.00	0.97	<b>L&amp;M</b> 0.46	<b>IAF</b> 0.10	61.85

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

\*\*See note on last page if remote site

<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	56.37
	Asphalt Worker (shovelman, plant crew)							

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

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)  
 Foam Gun or Foam Machine Operator  
 Green Cutter (dam work)  
 Guniting Operator  
 Hod Carrier  
 Jackhammer or Pavement Breaker (more than 45 pounds)  
 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	
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)</b>								
**See note on last page if remote site								
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Welding Certified (in connection with laborer's work)					0.20	0.20	58.27
<b>N1204</b>	Group IIIA	35.18	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Asphalt Raker, Asphalt Belly Dump Lay Down					0.20	0.20	61.55
	Drill Doctor (in the field)							
	Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
<b>N1205</b>	Group IV	19.57	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Final Building Cleanup					0.20	0.20	45.94
	Permanent Yard Worker							
<b>N1206</b>	Group IIIB	38.72	5.00	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Federally Licensed Powderman (Responsible Person in Charge)					0.20	0.20	62.38
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							
<b>Laborers (The area that is south of N63 latitude and west of W138 longitude)</b>								
**See note on last page if remote site								
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Asphalt Worker (shovelman, plant crew)					0.20	0.20	56.37
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							

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



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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37
	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)							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer or Pavement Breaker (more than 45 pounds)							

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

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	
<b>S1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

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

						L&M	LEG	
<b>S1204</b>	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

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)  
Licensed Powderman  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayers  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

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

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

\*\*See note on last page if remote site

<b>S1205</b>	Group IV	19.57	7.71	17.06	1.20	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	45.94
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Final Building Cleanup  
Permanent Yard Worker

<b>S1206</b>	Group IIIB	38.72	5.00	17.06	1.20	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	62.38
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Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade,  
Stake Hopper)

### Millwrights

<b>A1251</b>	Millwright (journeyman)	36.49	9.78	11.26	1.00	<b>L&amp;M</b> 0.40	0.05	58.98
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<b>A1252</b>	Millwright Welder	37.49	9.78	11.26	1.00	<b>L&amp;M</b> 0.40	0.05	59.98
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### Painters, Region I (North of N63 latitude)

\*\*See note on last page if remote site

<b>N1301</b>	Group I, including:	32.07	7.83	11.10	1.08	<b>L&amp;M</b> 0.07		52.15
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Brush  
General Painter  
Hand Taping  
Hazardous Material Handler  
Lead-Based Paint Abatement  
Roll

<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	<b>L&amp;M</b> 0.07		52.67
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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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Painters, Region I (North of N63 latitude)</b>							
**See note on last page if remote site							
<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	<b>L&amp;M</b> 0.07	52.67
	Wallpaper/Vinyl Hanger						
<b>N1304</b>	Group IV, including:	37.88	7.83	11.86	1.05	0.05	58.67
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>N1305</b>	Group V, including:	29.51	7.83	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
<b>Painters, Region II (South of N63 latitude)</b>							
**See note on last page if remote site							
<b>S1301</b>	Group I, including :	30.31	7.83	10.85	1.08	<b>L&amp;M</b> 0.07	50.14
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
<b>S1302</b>	Group II, including :	31.56	7.83	10.85	1.08	<b>L&amp;M</b> 0.07	51.39
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
<b>S1303</b>	Group III, including :	31.66	7.83	10.85	1.08	<b>L&amp;M</b> 0.07	51.49
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

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

\*\*See note on last page if remote site

<b>S1304</b>	Group IV, including:	37.88	7.83	11.11	1.08	<b>L&amp;M</b>	0.07	57.97
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Glazier

Storefront/Automatic Door Mechanic

<b>S1305</b>	Group V, including:	29.51	7.83	5.02	0.83	<b>L&amp;M</b>	0.07	43.26
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Carpet Installer

Floor Coverer

Heat Weld/Cove Base

Linoleum/Soft Tile Installer

### Piledrivers

\*\*See note on last page if remote site

<b>A1401</b>	Piledriver	38.09	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	62.43
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Assistant Dive Tender

Carpenter/Piledriver

Rigger

Sheet Stabber

Skiff Operator

<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.09	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	63.43
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<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.40	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	66.74
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Single Atmosphere Suit, Bell or Submersible Pilot

<b>A1404</b>	Diver (working) ***See note on last page	82.20	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	106.54
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<b>A1405</b>	Diver (standby) ***See note on last page	42.40	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	66.74
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<b>A1406</b>	Dive Tender ***See note on last page	41.40	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	65.74
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<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.65	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	67.99
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### Plumbers, Region I (North of N63 latitude)

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25	<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
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Plumber

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Plumbers, Region I (North of N63 latitude)</b>								
<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25	L&M	S&L	64.76
	Welder							
<b>Plumbers, Region II (South of N63 latitude)</b>								
<b>S1501</b>	Journeyman Pipefitter	40.00	8.88	11.57	1.25	L&M		61.90
	Plumber							
	Welder							
<b>Plumbers, Region IIA (1st Judicial District)</b>								
<b>X1501</b>	Journeyman Pipefitter	37.27	12.72	11.25	2.50	L&M		63.98
	Plumber							
	Welder							
<b>Power Equipment Operators</b>								
**See note on last page if remote site								
<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00	L&M		62.13
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							

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

## Power Equipment Operators

\*\*See note on last page if remote site

							L&M	
<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00	0.10		62.13
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	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)							
	Licensed Line & Grade							
	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							
	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)							
	Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)							
	Sub Grader (Gurries, Reclaimer & similar types)							
	Tack Tractor							
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
	Unlicensed Off-Road Hauler							
	Wate Kote Machine							

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

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

\*\*See note on last page if remote site

<b>A1602</b>	Group IA, including:	41.79	9.95	11.05	1.00	<b>L&amp;M</b>	0.10	63.89
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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, Roto-Mill/Profiler (finish:  
 when finishing to final grade and/or to hubs, or for asphalt)  
 Power Plants (1000 k.w. & over)  
 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

<b>A1603</b>	Group II, including:	39.26	9.95	11.05	1.00	<b>L&amp;M</b>	0.10	61.36
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Boiler - Fireman  
 Cement Hogs & Concrete Pump Operator  
 Conveyors (except those listed in Group I)  
 Grade Checker  
 Hoists on Steel Erection, Towermobiles & Air Tuggers  
 Horizontal/Directional Drill Locator  
 Licensed Grade Technician  
 Locomotives, Rod & Geared Engines  
 Mixers  
 Screening, Washing Plant  
 Sideboom (cradling rock drill, regardless of size)  
 Skidder  
 Trenching Machines (under 16 inches)  
 Water/Waste Water Treatment Operator

<b>A1604</b>	Group III, including:	38.54	9.95	11.05	1.00	<b>L&amp;M</b>	0.10	60.64
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"A" Frame Trucks, Deck Winches  
 Bombardier (tack or tow rig)  
 Boring Machine  
 Brooms, Power  
 Bump Cutter

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



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

\*\*See note on last page if remote site

						L&M	
<b>A1604</b>	Group III, including:	38.54	9.95	11.05	1.00	0.10	60.64

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

						L&M	
<b>A1605</b>	Group IV, including:	32.33	9.95	11.05	1.00	0.10	54.43

Crane Assistant Engineer/Rig Oiler  
Drill Helper  
Parts & Equipment Coordinator  
Spotter  
Steam Cleaner  
Swamper (on trenching machines or shovel type equipment)

## Roofers

\*\*See note on last page if remote site

						L&M	
<b>A1701</b>	Roofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03 58.22

						L&M	
<b>A1702</b>	Roofer Material Handler	29.83	11.75	2.91	0.81	0.10	0.03 45.43

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

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

							L&M	
<b>N1801</b>	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25		67.64

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

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

							L&M	
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33		63.52

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Sheet Metal Workers, Region II (South of N63 latitude)</b>							
						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52
	Skylight installation						
<b>Sprinkler Fitters</b>							
						<b>L&amp;M</b>	
<b>A1901</b>	Sprinkler Fitter	43.75	8.77	13.35	0.45	0.25	66.57
<b>Surveyors</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>A2001</b>	Chief of Parties	42.51	9.98	9.99	1.30	0.10	63.88
						<b>L&amp;M</b>	
<b>A2002</b>	Party Chief	40.92	9.98	9.99	1.30	0.10	62.29
						<b>L&amp;M</b>	
<b>A2003</b>	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	0.10	61.69
						<b>L&amp;M</b>	
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	0.10	59.57
						<b>L&amp;M</b>	
<b>A2005</b>	Stake Hop/Grademan	35.27	9.98	9.99	1.30	0.10	56.64
						<b>L&amp;M</b>	
<b>A2006</b>	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	0.10	55.23
<b>Truck Drivers</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	0.10	60.66
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						

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

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

\*\*See note on last page if remote site

<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	60.66
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Material Coordinator and Purchasing Agent  
 Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)  
 Semi with Double Box Mixer  
 Tireman, Heavy Duty/Fueler  
 Water Wagon (250 Bbls and above)

<b>A2102</b>	Group 1A including:	40.56	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	61.93
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Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)  
 Jeeps (driver under load)

<b>A2103</b>	Group II, including:	38.03	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	59.40
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All Deltas, Commanders, Rollagons, & similar equipment  
 Boom Truck/Knuckle Truck (over 5 tons)  
 Construction and Material Safety Technician  
 Dump Trucks (including rockbuggy & 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)  
 Lowboys (including attached trailers & jeeps up to & including 8 axles)  
 Mechanics  
 Partsman  
 Ready-mix (over 7 yards up to & including 12 yards)  
 Stringing Truck  
 Super Vac Truck/Cacasco Truck/Heat Stress Truck  
 Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.58
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Batch Trucks (8 yards & up)  
 Boom Truck/Knuckle Truck (up to & including 5 tons)  
 Dump Trucks (including rockbuggy & 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  
 Oil Distributor Driver  
 Thermal Plastic Layout Technician  
 Traffic Control Technician

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Truck Drivers</b>								
**See note on last page if remote site								
<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b>		58.58
	Trucks/Jeeps (push or pull)					<b>L&amp;M</b>		
<b>A2105</b>	Group IV, including:	36.63	9.98	9.99	1.30	<b>L&amp;M</b>		58.00
	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)							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Semi or Truck & Trailer							
	Tireman, Light Duty							
	Track Truck Equipment							
	Vacuum Truck, Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck, Dual Axle							
	Water Wagon, Semi							
<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	<b>L&amp;M</b>		57.24
	Batch Truck (up to & including 7 yards)							
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							

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

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

\*\*See note on last page if remote site

						L&M		
<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	0.10		57.24

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 Seeders, Single axle  
 Pickups (pilot cars & all light-duty vehicles)  
 Rigger/Swamper  
 Tack Truck  
 Team Drivers (horses, mules, & similar equipment)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	0.20	59.37

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

						L&M	LEG	
<b>N2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	0.20	60.47

Burning & Cutting Torch  
 Certified Erosion Sediment Control Lead (CESCL Laborer)  
 Concrete Laborer  
 Jackhammer  
 Laser Instrument Operator  
 Nozzlemen, Pumpcrete or Shotcrete  
 Pipelayer Helper

						L&M	LEG	
<b>N2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46

Miner  
 Retimberman

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07

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)  
Licensed Powderman  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	0.20	59.37

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

						L&M	LEG	
<b>S2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	0.20	60.47

Burning & Cutting Torch  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Concrete Laborer  
Jackhammer  
Laser Instrument Operator  
Nozzlemen, Pumpcrete or Shotcrete  
Pipelayer Helper

						L&M	LEG	
<b>S2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46

Miner  
Retimberman

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07

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)  
Licensed Powderman  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

### Tunnel Workers, Power Equipment Operators

\*\*See note on last page if remote site

						L&M	
<b>A2207</b>	Group I	44.03	9.95	11.05	1.00	0.10	66.13

						L&M	
<b>A2208</b>	Group IA	45.97	9.95	11.05	1.00	0.10	68.07

						L&M	
<b>A2209</b>	Group II	43.19	9.95	11.05	1.00	0.10	65.29

						L&M	
<b>A2210</b>	Group III	42.39	9.95	11.05	1.00	0.10	64.49

						L&M	
<b>A2211</b>	Group IV	35.56	9.95	11.05	1.00	0.10	57.66

\* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

\*\* This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

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

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



# TITLE 36 - PUBLIC CONTRACTS



Wage and Hour  
Administration  
Pamphlet 400

Statutes  
Regulations

**November 2011**

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



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[labor.alaska.gov/lss/home.htm](http://labor.alaska.gov/lss/home.htm)

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

This pamphlet is set out in two sections. The first section contains the Alaska Statutes (pages 1-16), and the second section contains the Alaska Administrative Code or regulations (pages 17-40). The index of topics on page 41 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: [labor.alaska.gov/lss/forms/Pam400.pdf](http://labor.alaska.gov/lss/forms/Pam400.pdf).

# **TITLE 36. Public Contracts**

## **Wage and Hour Administration Pamphlet 400**

### **Statutes and Regulations**

**November 2011**

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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**ALASKA STATUTES  
TITLE 36. PUBLIC CONTRACTS.**

**Chapter**

- 05. Wages and Hours of Labor (§§ 36.05.005–36.05.110)
- 10. Employment Preference (§§ 36.10.005–36.10.990)
- 15. Alaska Product Preferences (§§ 36.15.010--36.15.020)
- 25. Contractors' Bonds (§§ 36.25.010–36.25.025)
- 95. General Provisions (§ 36.95.010)

**CHAPTER 05. WAGES AND HOURS OF LABOR.**

**Section**

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid, and other information
- 45. Notice of work and completion; withholding of payment

**Section**

- 60. Penalty for violation of this chapter
- 70. Wage rates in specifications and contracts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

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

**Sec. 36.05.005. Applicability.** This chapter applies only to a public construction contract that exceeds \$25,000. (§ 1 ch 28 SLA 2011)

**Sec. 36.05.010. Wage rates on public construction.** A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed whichever occurs first. This process shall be repeated until the contract is completed. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

**Sec. 36.05.020. Basis for determining wage.** A subcontract which 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.** (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 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)

**APPLICABILITY.** This Act applies to public construction if the public construction is subject to AS 36.005 and if the contract for the public construction is entered into on or after the effective date of this Act. In this section, "public construction" has the meaning given in AS 36-95.010. (§ 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
- 06. Statement of purpose
- 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
- 125. Enforcement

### Section

- 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) non-resident 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.** The legislature adopted AS 36.10.010 in response to problems and concerns identified by the findings of facts in AS 36.10.005 to

(1) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state if the purpose of the project includes reducing the unemployment of residents;

(2) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state;

(3) reduce the level of unemployment among residents of the state.  
(§ 1 ch 69 SLA 1985)

**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 by § 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. Duties of commissioner of labor and workforce development.** (a) The commissioner of labor 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. Duties of 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 let after April 24, 1960. (§ 6 ch 177 SLA 1960)

**Sec. 36.10.090. Publication of list of violators.** (a) The commissioner of labor 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 which 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 revenue sharing or public school foundation money. 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 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 Executive Order No. 39, § 11 (1977))

**Sec. 36.10.100. 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 which 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;

(3) *[Repealed by § 46 ch 53 SLA 1973.] (§ 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. 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 revenue sharing or public school foundation money, 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)

**Sec. 36.10.130. Resident hire report.** The attorney general and the commissioner of labor shall report annually to the legislature and 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. (§ 5 ch 33 SLA 1986)

**Sec. 36.10.140. Eligibility for preference.** (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 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 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;

(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; 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)

**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 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. 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. Effect of judicial decisions.** 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

#### **Section**

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

### Section

- 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.

##### Articles

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

##### Section

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's wage and hour administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503; telephone: (907) 269-4900. The form is also available on the department's website at: <http://labor.state.ak.us/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 another rate is specified in the apprentice training agreement approved by the United States Department of Labor, Bureau of Apprenticeship and Training.

(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)

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. This determination will be published by the department in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. Prevailing wage rates will be periodically revised by the department, 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)

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's Wage and Hour Administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503-4149; telephone: (907) 269-4900. The pamphlet is also available on the department's website at: <http://labor.state.ak.us/lss/lssforms.htm>.

**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
- 69. Determination of peculiar source of unemployment

**Section**

- 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
- 88. Computations regarding hiring preference requirements

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

*8 AAC 30.066. Hiring Preference For Economically Disadvantaged Minority Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)*

*8 AAC 30.067. Hiring Preference For Economically Disadvantaged Female Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)*

**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 36.10.140 AS 36.95.010(4)

**8 AAC 30.073. Determination of Resident Hiring Preferences.** (a) The commissioner will, at least biennially, determine whether an area is a zone of preference under AS 36.10 and this chapter if enough data is available to make that determination.

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

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

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective immediately and apply to all public-funded projects in the zone. (Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.075

**8 AAC 30.078. Resident Hiring Preferences in Overlapping or Multiple Zones.** (a) If two areas are determined to be zones of preference under AS 36.10 and this chapter for the same resident hiring preference, and one of the zones is located entirely within the other, the preference requirements will apply to the larger zone.

(b) As provided in AS 36.10.150 - 36.10.175, if a public-funded project is located in more than one zone, the entire project is subject to the resident hiring preferences in effect in those zones. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

*8 AAC 30.080. Repealed 12/4/76.*

**8 AAC 30.081. Compliance With Preference Requirements.** (a) To comply with AS 36.10.150 - 36.10.175, an employer subject to a resident hiring reference shall meet the relevant resident hire percentage, prescribed under this chapter, for each separate workweek. If an area has been determined to be a zone of preference for more than one type of resident hiring preference, the requirements of each preference apply. An employer may count the hire of an eligible resident toward satisfaction of each preference for which the resident qualifies.

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

and must include a statement of compliance with all resident hiring preferences in effect.

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

(d) An employer subject to a resident hiring preference who is unable to find enough eligible residents may request from the department a waiver to hire an ineligible person for a specific job. The waiver request must be submitted to the department at least seven calendar days before the waiver is required to be considered for approval. Within three working days, the department shall determine whether the contractor's proposed minimum qualifications for the position covered by the waiver request are acceptable. The employer must place an advertisement using at least one public form of statewide advertising, such as a newspaper with statewide circulation, and must request that the Alaska Employment Service post a statewide facilitated recruitment job order through the Alaska Job Center Network. The advertisement and the job order must run for at least three calendar days, and both must

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) 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 36.10.190  
AS 36.10.075 AS 36.10.180

#### **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 federal bureau of apprenticeship and training.

(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 29 U.S.C. 1501 - 1781 (Job Training Partnership Act). (Eff. 9/27/87, Register 103)

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

##### **Section**

- 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 the division finds after investigation that probable cause exists for believing that a violation of AS 36.05 or AS 36.10 has occurred, it will attempt to eliminate the unlawful practice by conference and persuasion as follows:

(1) the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 with a copy of the complaint or a description of the alleged violation and inform the respondent of the results of the division's investigation; and

(2) the division will provide an opportunity for an informal conference with the respondent to discuss the matter and attempt to eliminate the alleged violations.

(c) Repealed 1/2/91.

(d) If an alleged violation is not rectified by the informal conference or if the respondent fails to attend the conference without good cause, the division will refer the matter to the attorney general for enforcement under AS 36.05.030(b) or schedule a hearing. (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)

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.

(c) 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

### **Section**

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; am 3/2/2008, Register 185)

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."

### Section

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 (1980 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 making this determination, the department will use the criteria established by the Alaska Supreme Court in *Jeffcoat v. State*, Dept. of Labor, Sup. Ct. Op. No. 3162 (File No. S-1444), 732 P.2d 1073 (1987). These criteria include

(A) the degree of the alleged employer's right to control the manner in which the work is to be performed;

(B) the alleged employee's opportunity for profit or loss depending upon their managerial skill;

(C) the alleged employee's investment in equipment or materials required for their task, or their employment of helpers;

(D) whether the service rendered requires a special skill;

(E) the degree of permanence of the working relationship; and

(F) whether the service rendered is an integral part of the alleged employer's business.

(14) repealed 8/9/01;

(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. (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)

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 one or more public construction projects to 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;

(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;

(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.

(1) includes work under a limited or full warranty; the services that are normally provided under that warranty to repair a defect or malfunction are not subject to AS 36 even if performed on-site; and

(2) does not include routine daily or periodic maintenance. (Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/24/11, 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 Division of Labor Standards and Safety, 3301 Eagle Street, Suite 301, Anchorage, Alaska 99503-4149.

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LABOR STANDARDS REGULATIONS  
NOTICE REQUEST

If you would like to receive Wage & Hour or Mechanical Inspection publications or regulations information, please indicate below which programs you would like, print your name and mailing address in the space provided, and mail this page to:

Alaska Department of Labor and Workforce Development  
Wage and Hour Administration  
3301 Eagle Street, Suite 301  
Anchorage, Alaska 99503

**For REGULATIONS information relating to any of the following:**

- ☐ Wage & Hour Title 23 Employment Practices
- ☐ Wage & Hour Title 36 Public Works
- ☐ Current Prevailing Wage Rates
- ☐ Employment Agencies
- ☐ Child Labor
- ☐ Employment Preference (Local Hire)
- ☐ Plumbing Code
- ☐ Electrical Code
- ☐ Boiler/Pressure Vessel Construction Code
- ☐ Elevator Code
- ☐ Certificates of Fitness
- ☐ Recreational Devices

**For information on any of the following SEMINARS:**

- ☐ Electrical
- ☐ Plumbing
- ☐ Boiler

**Request any of the following PUBLICATIONS by checking below:**

- |  |   |
|--|---|
| <input type="checkbox"/> Wage & Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet   |
| <input type="checkbox"/> Minimum Wage & Overtime Poster            | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster                        | <input type="checkbox"/> Child Labor Pamphlet           |

**PLEASE NOTE:** DUE TO INCREASED MAILING COSTS AND BUDGET CONSTRAINTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE.

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

# CITY OF VALDEZ - HIGH SCHOOL GYM FLOOR REPLACEMENT

1112 WEST KLUTINA STREET, VALDEZ, ALASKA

## OWNER

## THE CITY OF VALDEZ - CAPITAL FACILITIES

212 CHENEGA  
VALDEZ, ALASKA 99686

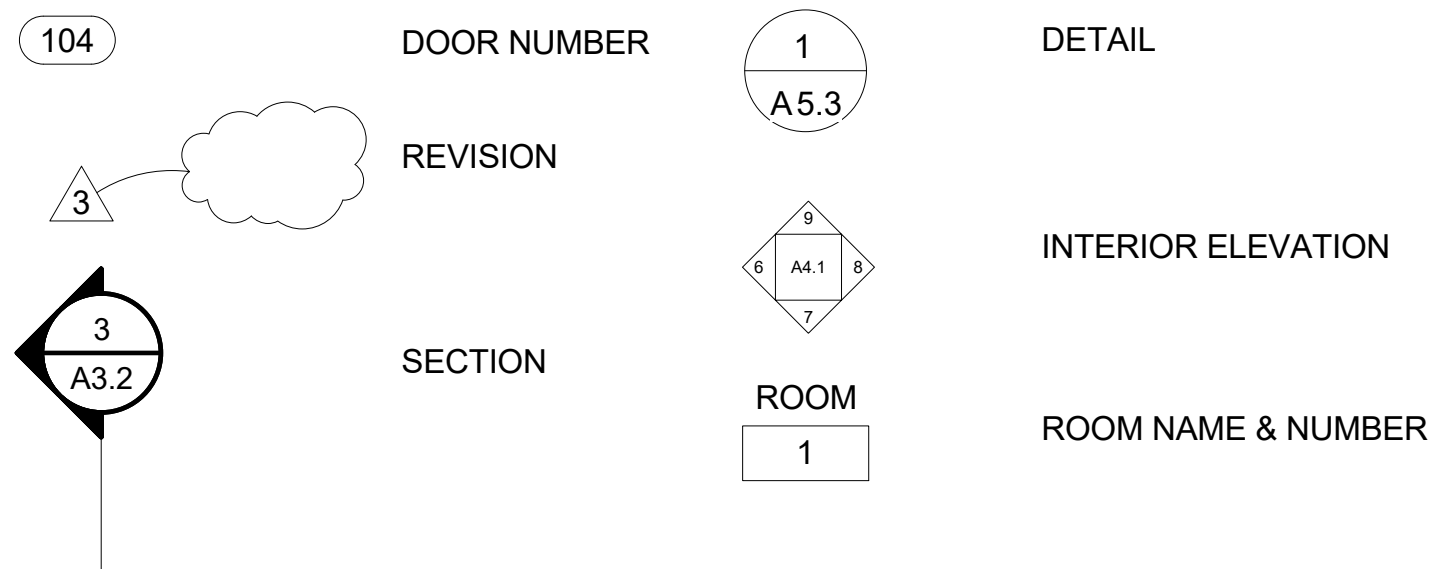
## ARCHITECT

## BURKHART CROFT ARCHITECTS, LLC

880 N STREET, SUITE 302  
ANCHORAGE, ALASKA 99501

T. 907.929.9334  
F. 907.929.9335

## SYMBOLS



## ABBREVIATIONS

ABBREVIATIONS INDICATED MAY NOT ALL BE USED IN THESE CONSTRUCTION DOCUMENTS.  
SEE STRUCTURAL FOR ABBREVIATIONS SPECIFIC TO THAT DISCIPLINE.

&	and	EA	each	HSS	hollow structural section	OC	on center
L	angle	EL	elevation	HT	height	OFCI	owner furnished, contractor installed
AB	anchor bolt	ELEC	electrical	HVAC	heating, ventilating, and air conditioning	OFOI	owner furnished, owner installed
ADJ	adjustable	EQ	equal			OH	opposite hand
AFF	above finished floor	EQUIP	equipment			OPH	opposite hand
ALUM	aluminum	(E)	existing	INSUL	insulation		
ARCH	architectural			INT	interior	PL	plate
BLDG	building	FA	fire alarm			PNT	paint
BM	beam	FCTY	factory finish	JAN	janitor	RB	rubber base
BO	bottom of	FE	fire extinguisher	JT	joint	REQ	required
		FIN	finish	LAV	lavatory	R.O.	rough opening
CLG	ceiling	FL	floor			SIM	similar
COL	column	FOF	face of finish	MAX	maximum	STRUCT	structural
CONT	continuous	FOS	face of stud	MDF	medium density fiberboard	T.A.C.	The Alaska Club
CPT	carpet	FURR	furring	MECH	mechanical	T.O.	top of
CT	ceramic tile			MFD	manufactured	TYP	typical
DIA	diameter	GA	gauge or gage	MFR	manufacturer	U.N.O.	unless noted otherwise
DIM	dimension	GALV	galvanized	MIN	minimum	VAR	varies
DN	down	GL	glass or glazing	MISC	miscellaneous	VERT	vertical
DWG	drawing	GLBM	glu-lam beam	MTD	mounted	VIF	verification in field
		GWB	gypsum wall board	(N)	new	WD	wood
		HM	hollow metal	NIC	not in contract		
		HORIZ	horizontal	NTS	not to scale		

## VICINITY MAP - VALDEZ



PROJECT LOCATION

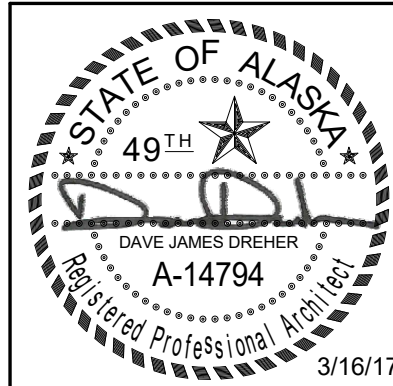
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T: 907.929.9334 | www.burkhart-croft.com

CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17

DRAWN: BJN

CHECKED: DJD

PROJECT: 1704

DRAWING TITLE:  
TITLE SHEET

REVISIONS:

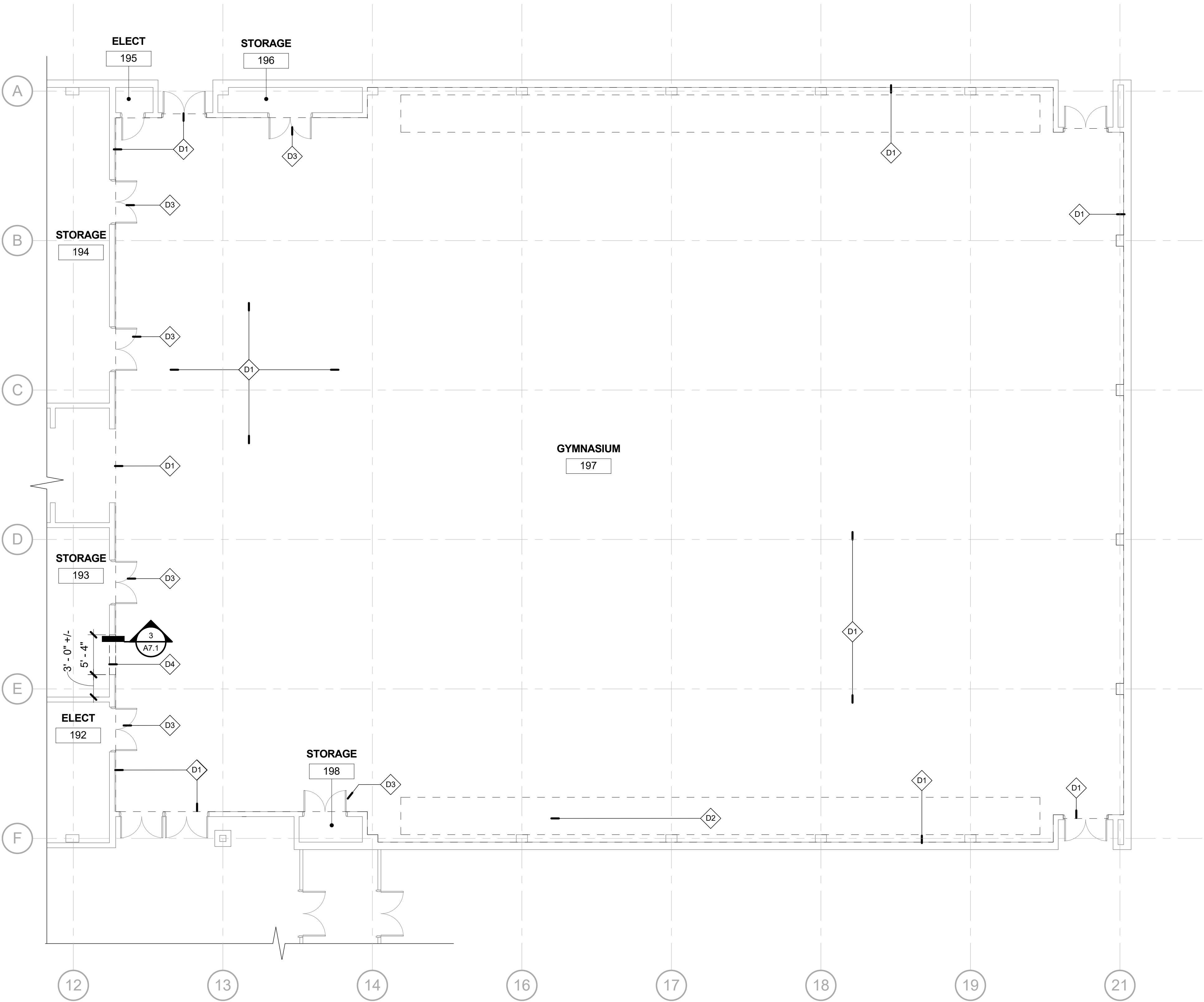
SHEET NO:

**G1.1**

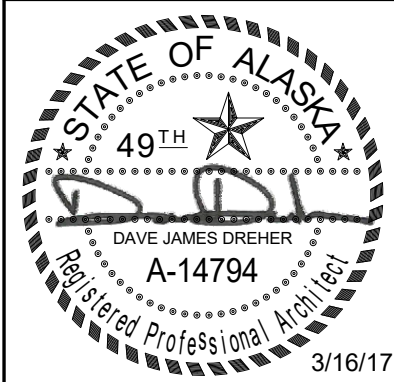


DEMOLITION KEYNOTES:

- D1 REMOVE EXISTING ATHLETIC FLOORING AND BASE SYSTEM COMPLETE - REMOVE DEBRIS AND/OR ADHESIVE - CLEAN AND PREPARE SLAB TO RECEIVE NEW ATHLETIC FLOORING SYSTEM
- D2 REMOVE BLEACHER SYSTEM AND STORE FOR RE-INSTALLATION FOLLOWING COMPLETION OF NEW ATHLETIC FLOORING SYSTEM
- D3 REMOVE HOLLOW METAL DOOR(S) - PROVIDE 2" NOMINAL UNDERCUT
- D4 REMOVE CMU AND WOOD ACOUSTIC TREATMENT FOR (N) PASS-THRU OPENING FROM 2'-8" A.F.F. TO 7'-4" A.F.F. (BED JOINT ELEVATIONS) 5'-4" WIDE ROUGH OPENING



1 GYM DEMOLITION PLAN  
1/8" = 1'-0"



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CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE:	03/16/17
DRAWN:	BJN
CHECKED:	DJD
PROJECT:	1704
DRAWING TITLE:	GYM DEMOLITION PLAN
REVISIONS:	
SHEET NO:	<b>A1.1</b>





WEST ENTRANCE



STORAGE THRESHOLD



ROOM 198 THRESHOLD



ROOM 195 THRESHOLD



ROOM 194 THRESHOLD



ENTRY THRESHOLD



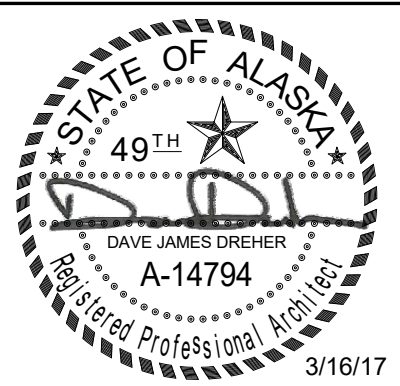
ENTRY - GYM SIDE



ENTRY - CORRIDOR SIDE



EAST WALL

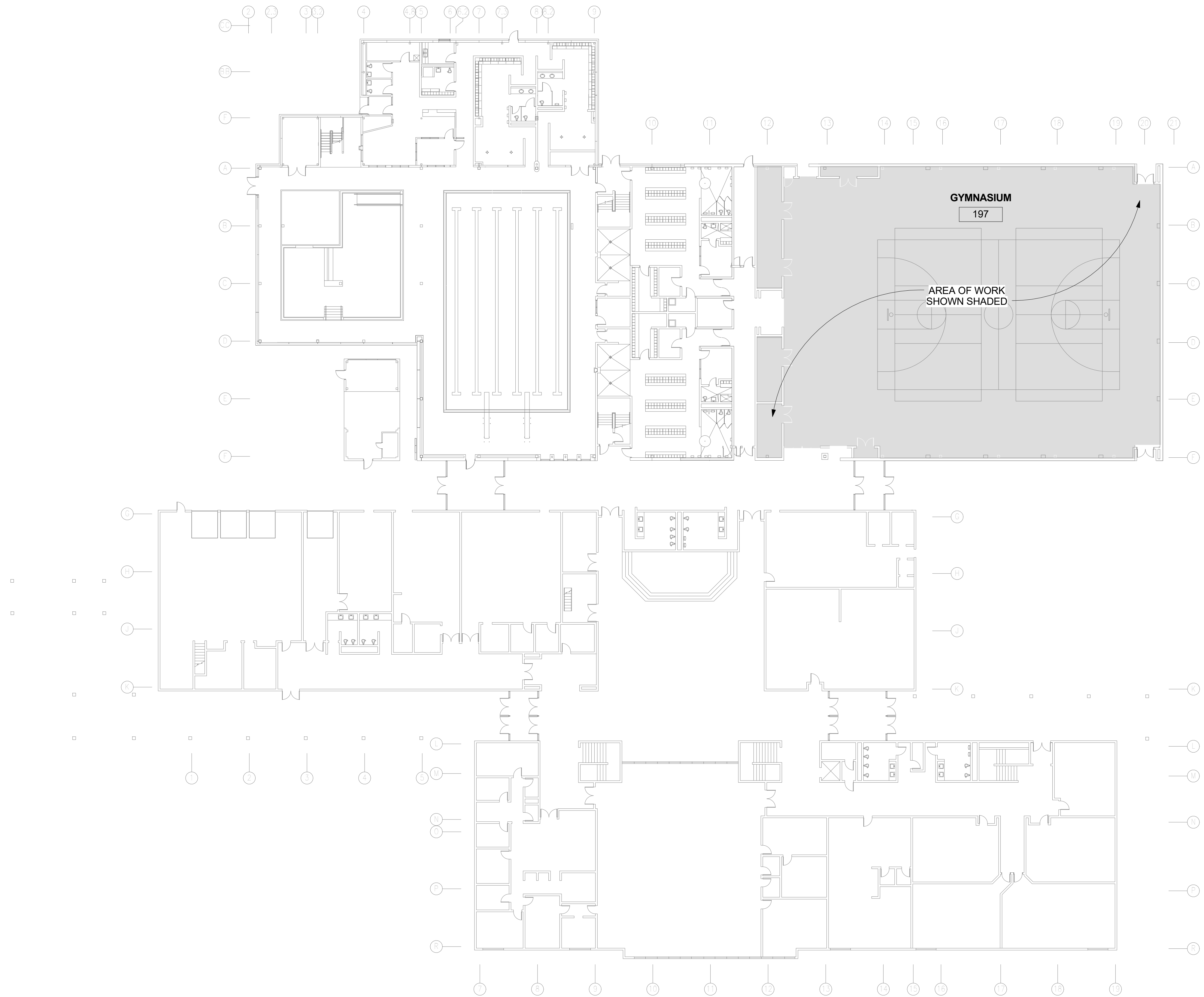


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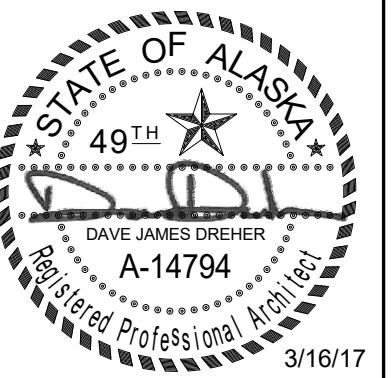
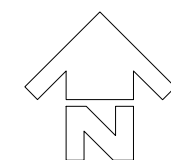
CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17  
DRAWN: BJN  
CHECKED: DJD  
PROJECT: 1704  
DRAWING TITLE:  
EXISTING CONDITIONS  
REVISIONS:  
SHEET NO:





1 OVERALL REFERENCE PLAN  
1" = 20'-0"



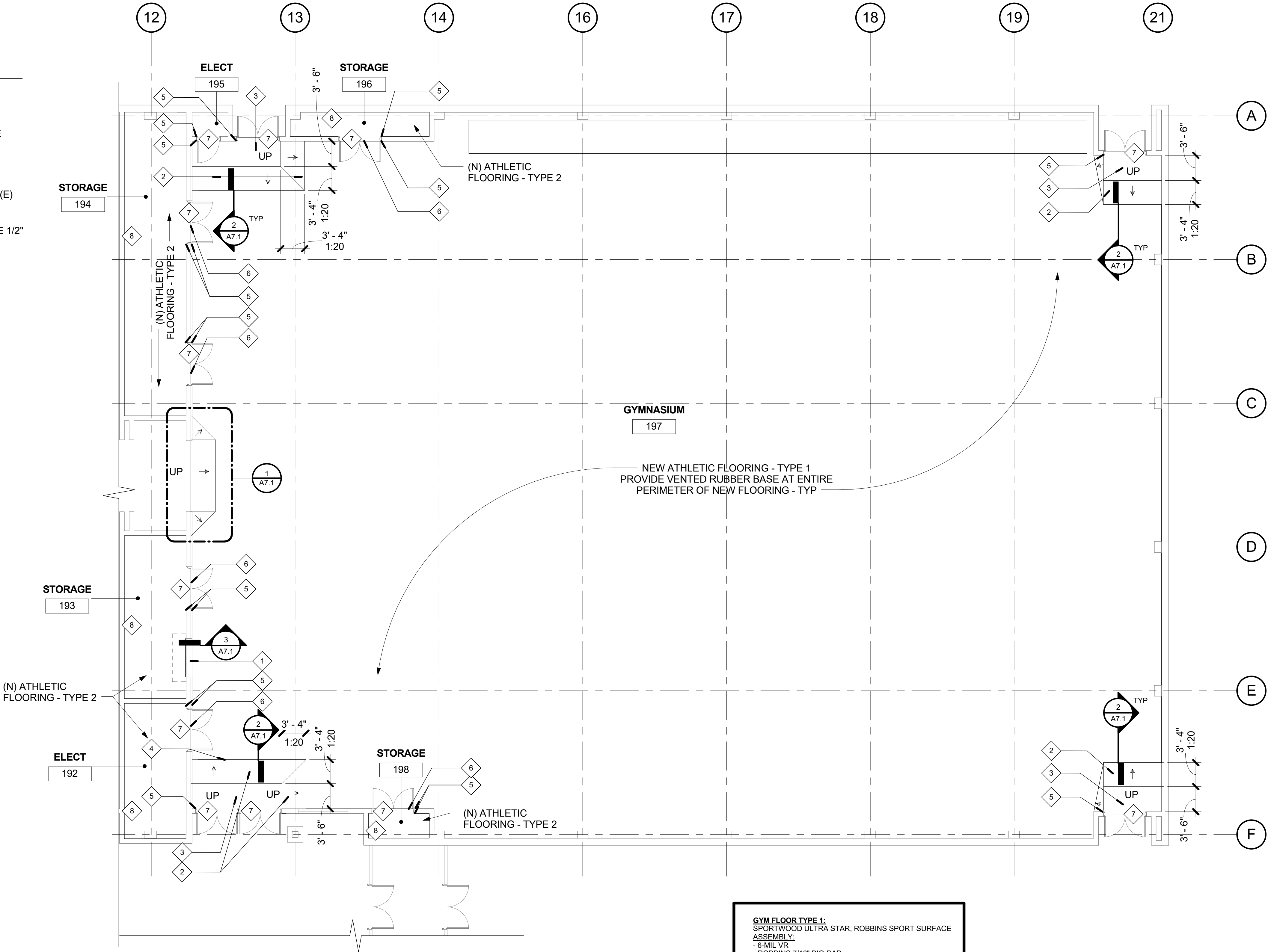
**Burkhart Croft**  
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CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE:	03/16/17
DRAWN:	BJN
CHECKED:	DJD
PROJECT:	1704
DRAWING TITLE:	OVERALL REFERENCE PLAN
REVISIONS:	
SHEET NO:	<b>A2.1</b>

KEYNOTES:

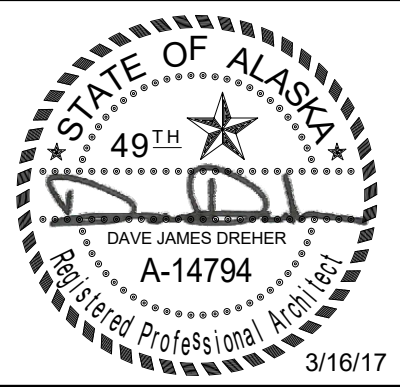
- 1
- (N) ROLL-DOWN COILING DOOR/SECURITY GRILLE
- 2
- RUBBER FLOORING ADHERED TO (N) SLOPED  
CAST-IN-PLACE CONCRETE SLAB-ON-GRADE
- 3
- RUBBER FLOORING ADHERED TO EXISTING CONCRETE  
SLAB-ON-GRADE
- 4
- RUBBER TRANSITION STRIP AT RUBBER FLOORING  
TERMINUS - TYP
- 5
- TERMINATE WALL BASE AT (E) HM FRAME - TYP BOTH  
SIDES OF OPENING - COPE WOOD FLOORING AROUND (E)  
H.M. FRAME (REMAINS)
- 6
- PROVIDE 1-PIECE 2 1/2" ALUMINUM THRESHOLD OVER  
ATHLETIC FLOORING TYPE 1 & 2 TRANSITION - PROVIDE 1/2"  
SPACE BETWEEN FLOORS FOR LATERAL MOVEMENT
- 7
- (N) PNT @ (E) DOOR AND FRAME - MATCH EXISTING
- 8
- ALTERNATE #1 - PROVIDE FLOOR TYPE 1 - THIS ROOM



1 GYM FLOOR PLAN  
1/8" = 1'-0"

**GYM FLOOR TYPE 1:**  
SPORTWOOD ULTRA STAR, ROBBINS SPORT SURFACE  
**ASSEMBLY:**  
- 6-MIL VR  
- ROBBINS 7/16" BIO-PAD  
- TWO (2) LAYERS OF 15/32" OSB SHEATHING  
- 7/16" MAPLE FLOORING  
- FINISH AND GYM LINE PAINT AS SCHEDULED

**GYM FLOOR TYPE 2:**  
RESILIENT FLOORING  
**ASSEMBLY:**  
- 6-MIL VR  
- ROBBINS 7/16" BIO-PAD  
- TWO (2) LAYERS OF 15/32" OSB SHEATHING  
- ONE (1) LAYER OF 7/16" OSB SHEATHING  
- RESILIENT FLOORING AS SCHEDULED



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CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17

DRAWN: BJN

CHECKED: DJD

PROJECT: 1704

DRAWING TITLE:  
GYM FLOOR PLAN

REVISIONS:

SHEET NO:

**A2.2**

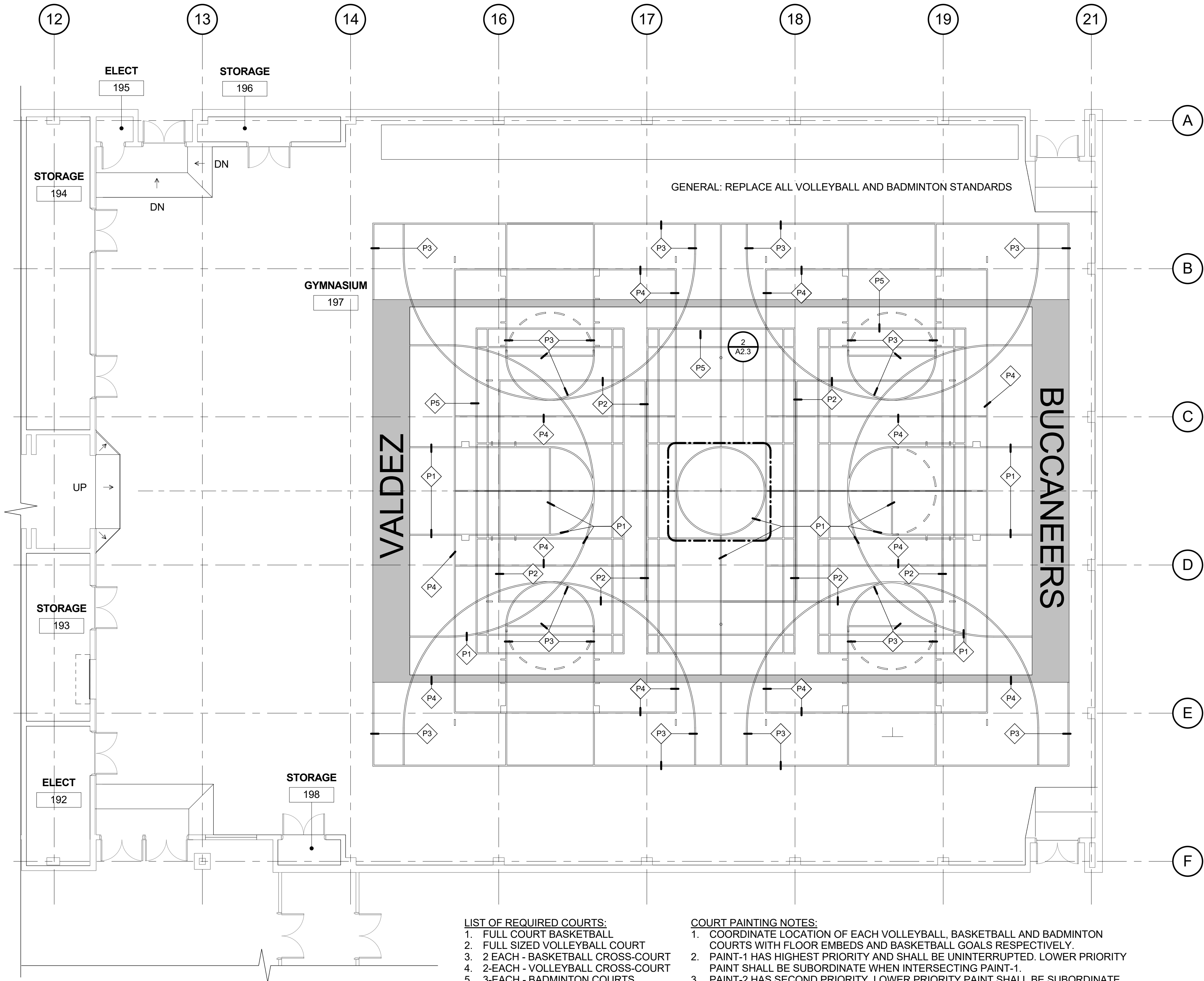


FOR REFERENCE ONLY. FINAL MASCOT  
COLORS AND CONFIGURATION TO BE  
DETERMINED DURING SUBMITTAL PROCESS

2

GYM FLOOR - MASCOT

1/2" = 1'-0"



1

GYM FLOOR PAINTING PLAN

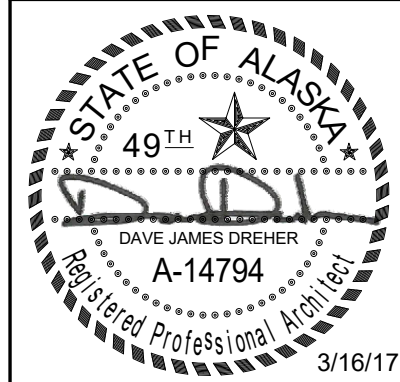
1/8" = 1'-0"

LIST OF REQUIRED COURTS:

1. FULL COURT BASKETBALL
2. FULL SIZED VOLLEYBALL COURT
- 2 EACH - BASKETBALL CROSS-COURT
- 2-EACH - VOLLEYBALL CROSS-COURT
- 3-EACH - BADMINTON COURTS

COURT PAINTING NOTES:

1. COORDINATE LOCATION OF EACH VOLLEYBALL, BASKETBALL AND BADMINTON COURTS WITH FLOOR EMBEDS AND BASKETBALL GOALS RESPECTIVELY.
2. PAINT-1 HAS HIGHEST PRIORITY AND SHALL BE UNINTERRUPTED. LOWER PRIORITY PAINT SHALL BE SUBORDINATE WHEN INTERSECTING PAINT-1.
3. PAINT-2 HAS SECOND PRIORITY. LOWER PRIORITY PAINT SHALL BE SUBORDINATE WHEN INTERSECTING PAINT-2.
4. PAINT-3 HAS THIRD PRIORITY. LOWER PRIORITY PAINT SHALL BE SUBORDINATE WHEN INTERSECTING PAINT-3.
5. PAINT-4 HAS LOWEST PRIORITY AND SHALL BE SUBORDINATE WHEN INTERSECTING ANY OTHER PAINT.
6. PAINT-5 HAS LOWEST PRIORITY AND SHALL BE SUBORDINATE WHEN INTERSECTING ANY OTHER PAINT.
7. MAIN BASKETBALL COURT LINES SHALL BE BLACK.
8. VOLLEYBALL COURT LINES SHALL BE YELLOW.
9. CROSS COURT BASKETBALL LINES SHALL BE LIGHT BLUE.
10. CROSS COURT VOLLEYBALL LINES SHALL BE RED
11. "VALDEZ" AND "BUCCANEERS" SHALL BE WHITE.
12. BADMINTON COURT LINES SHALL BE WHITE.



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CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17

DRAWN: BJN

CHECKED: DJD

PROJECT: 1704

DRAWING TITLE:  
COURT LINES PLAN

REVISIONS:

SHEET NO:

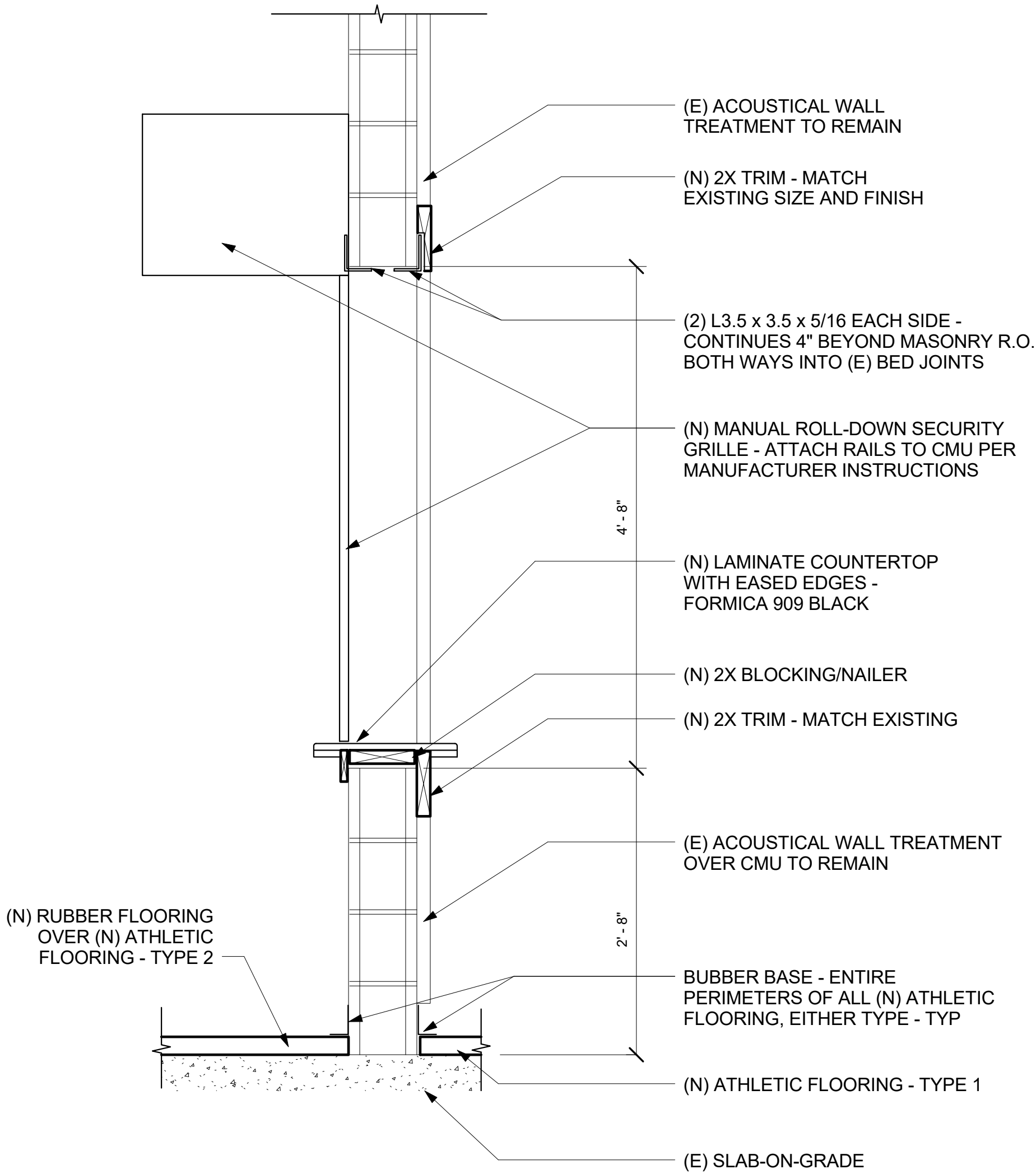
**A2.3**



- KEYNOTES:
- 2

RUBBER FLOORING ADHERED TO (N) SLOPED CAST-IN-PLACE CONCRETE  
SLAB-ON-GRADE
- 4

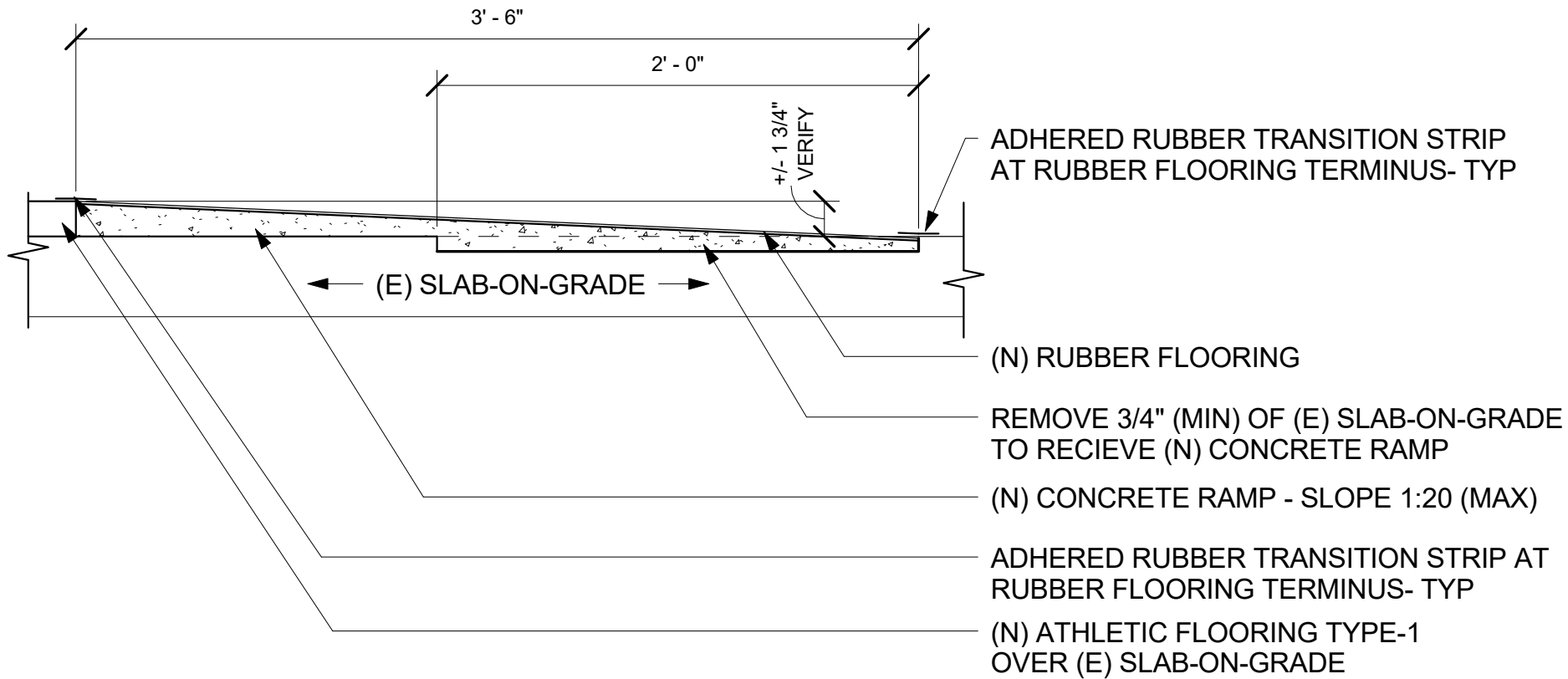
RUBBER TRANSITION STRIP AT RUBBER FLOORING TERMINUS - TYP



3

NEW SERVICE PASS-THRU SECTION

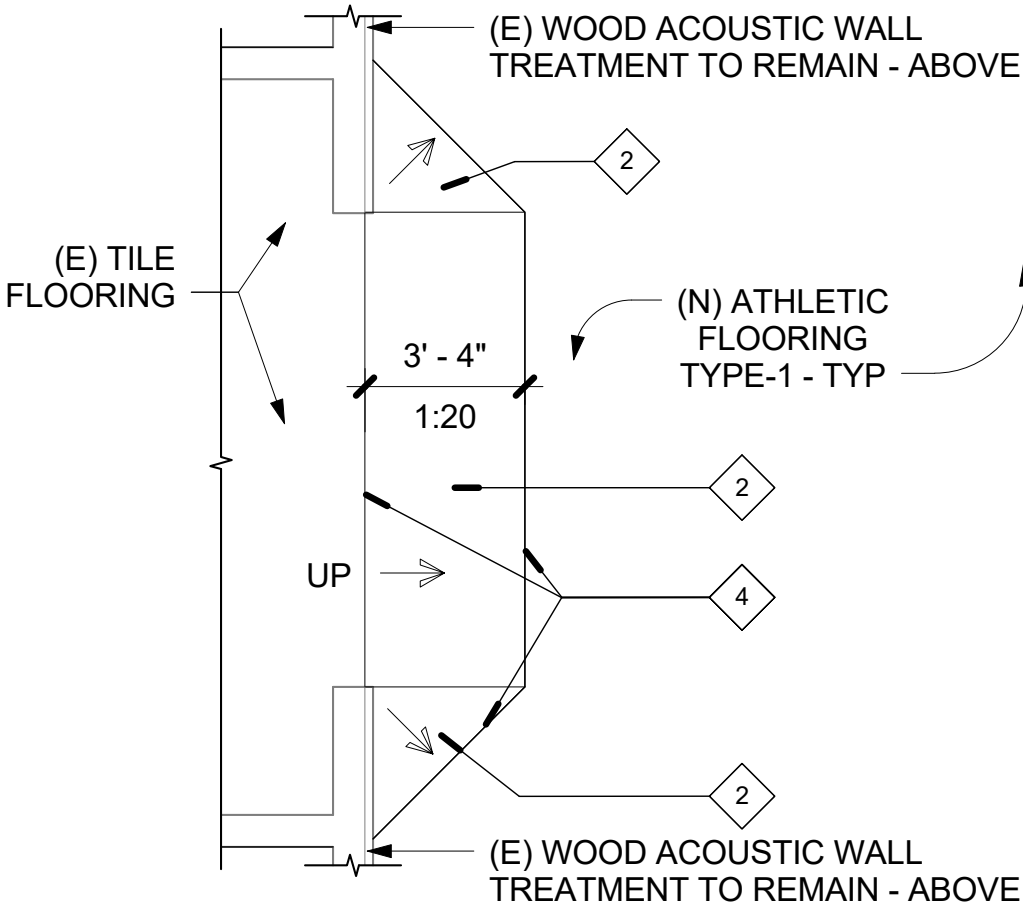
1" = 1'-0"



2

FLOOR TRANSITION - CONCRETE RAMP

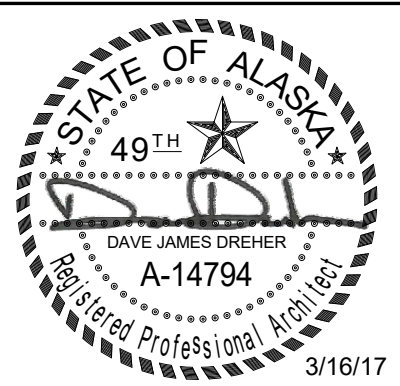
1 1/2" = 1'-0"



1

PLAN DETAIL - GYM MAIN ENTRANCE

1/4" = 1'-0"



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CITY OF VALDEZ

**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**

VALDEZ, ALASKA

DATE:	03/16/17
DRAWN:	BJN
CHECKED:	DJD
PROJECT:	1704
DRAWING TITLE:	PLAN AND SECTION DETAILS
REVISIONS:	
SHEET NO:	<b>A7.1</b>

## **SECTION 01 23 00 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

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

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 09 64 66 – WOOD ATHLETIC FLOORING, for flooring installations incorporating products specified in the Section.
  - 2. SECTION 09 65 13 – RESILIENT BASE AND ACCESSORIES, for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
  - 3. SECTION 09 65 66 – RESILIENT ATHLETIC FLOORING, for athletic flooring.

#### **1.4 DEFINITIONS**

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

## **1.5 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

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

## **PART 3 - EXECUTION**

### **3.1 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1 – Flooring Substitution: Work includes the following:
  - 1. Provide Flooring Type 1 in lieu of Type 2 in the following rooms, Elect 192, Storage 193, Storage 194, Elect 195, Storage 196 & Storage 198.

**END OF SECTION 01 23 00**

## **SECTION 02 41 19 - SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. This Section includes:
  - 1. Demolition and removal of interior finishes and building elements.

#### **1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### **1.4 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.



---

**1.5 PRE-DEMOLITION MEETINGS**

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

**1.6 FIELD 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: Present in building to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

**1.7 WARRANTY**

- A. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

---

**PART 2 - PRODUCTS****2.1 PERFORMANCE REQUIREMENTS**

- 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/ASSE A10.6 and NFPA 241.
- C. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches. Provide at main interior entrance to gymnasium.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. 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.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

**3.2 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.
- 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. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.

4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."

### **3.3 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. 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.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  5. Dispose of demolished items and materials promptly.

### **3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS**

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- B. Concrete Slabs-on-Grade: Saw-cut or grind perimeter of area to be demolished, and then break up and remove.
- C. Isolation of Work Area: Prevent dust from entering other building areas.
  1. Maintain dust partitions during concrete demolition and grinding activities. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices and plastic sheathing.
  2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- D. Removed and Reinstalled Items:
  1. Clean and repair items to functional condition adequate for intended reuse.
  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.
- E. 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 reinstalled in their original locations after selective demolition operations are complete.

### **3.5 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.
  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.

### **3.6 CLEANING**

- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 02 41 19**

**SECTION 06 40 23 - INTERIOR ARCHITECTURAL WOODWORK****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Plastic-laminate countertops.

**1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 07 92 00 – JOINT SEALANTS, For sealing perimeter joints.
  - 2. SECTION 08 33 13 - COILING COUNTER DOORS

**1.4 DEFINITIONS**

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

**1.5 SUBMITTALS**

- A. Product Data: For high-pressure decorative laminate, solid-surfacing material, cabinet hardware, and accessories and finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
  - 1. Show details full size.
  - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
  - 3. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers, and other items installed in architectural woodwork.

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C. Samples for Verification:

1. Plastic laminates, 8 by 10 inches, for each type, color, pattern, and surface finish, with 1 sample applied to core material and specified edge material applied to 1 edge.
2. Lumber with or for transparent finish, not less than 5 inches wide by 24 inches long, for each species and cut, finished on 1 side and 1 edge

D. Product Certificates: For each type of product, signed by product manufacturer.

## 1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Quality Standard: Unless otherwise indicated, comply with AWT's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
- C. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

## 1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install woodwork until wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 25 and 55 percent during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field

measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

## **1.9 COORDINATION**

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species and Cut for Transparent Finish: Match existing species and stain.
- C. Wood Products: Comply with the following:
  - 1. Hardboard: AHA A135.4.
  - 2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
  - 3. Particleboard: ANSI A208.1, Grade M-2 M-2-Exterior Glue.
  - 4. Softwood Plywood: DOC PS 1, Medium Density Overlay.
  - 5. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.
- D. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering high-pressure decorative laminates that may be incorporated into the Work include, but are not limited to, the following:
    - a. Formica Corporation.
    - b. Nevamar Company, LLC; Decorative Products Div.
    - c. Wilsonart International; Div. of Premark International, Inc.

### **2.2 MISCELLANEOUS MATERIALS**

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- D. Adhesive for Bonding Plastic Laminate: Contact cement.
  - 1. Adhesive for Bonding Edges: Hot-melt adhesive.

### **2.3 FABRICATION, GENERAL**

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Premium-grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
  - 1. Edges of Solid-Wood (Lumber) Members: 1/16 inch.

### **2.4 PLASTIC-LAMINATE COUNTERTOPS**

- A. High-Pressure Decorative Laminate Grade: HGS.
- B. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
  - 1. Shall be selected by Architect from Manufacturer Standard line.
- C. Grain Direction: Parallel to wall.
- D. Edge Treatment: Same as laminate cladding on horizontal surfaces.
- E. Core Material: Medium-density fiberboard.
- F. Backer Sheet: Provide plastic-laminate backer sheet, Grade BKL, on underside of countertop substrate.



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**2.5 SHOP FINISHING**

- A. Grade: Provide finishes of same grades as items to be finished.
- B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- C. Transparent Finish:
  - 1. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.
  - 2. Filled Finish for Open-Grain Woods: After staining, apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.
    - a. Apply wash-coat sealer after staining and before filling.
  - 3. Sheen: Match existing.

**PART 3 - EXECUTION****3.1 PREPARATION**

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and back-priming.

**3.2 INSTALLATION**

- A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- B. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- C. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- D. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.
- E. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 60 inches long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.

### **3.3 ADJUSTING AND CLEANING**

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Touch up shop-applied finishes to restore damaged or soiled areas.

**END OF SECTION 06 40 23**

## **SECTION 07 92 00 - JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. This Section Includes the following:
  - 1. Joint sealants.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 06 40 23 – INTERIOR ARCHITECTURAL WOODWORK, For sealing perimeter joints.

#### **1.4 SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. 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.
- C. 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.
- D. Warranties: Sample of special warranties

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**1.5 QUALITY ASSURANCE**

- A. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

**1.6 PROJECT CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When joint substrates are wet.
  - 2. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 3. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

**1.7 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****2.1 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.

**2.2 ELASTOMERIC JOINT SEALANTS**

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Single-Component Neutral-Curing Silicone Sealant: For interior applications

## 1. Products:

- a. Dow Corning Corporation; 790.
  - b. GE Silicones; SilPruf LM SCS2700.
  - c. GE Silicones; SilPruf SCS2000.
  - d. Sonneborn, Division of ChemRex Inc.; Omniseal.
  - e. Or equal.
2. Type and Grade: S (single component) and NS (non-sag).
  3. Class: 100/50.
  4. Use Related to Exposure: NT (non-traffic).
  5. Stain-Test-Response Characteristics: Non-staining to porous substrates per ASTM C 1248.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine joints indicated to receive joint sealants, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  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.

**3.3 INSTALLATION OF JOINT SEALANTS**

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

- 
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of non-sag sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified 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. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  3. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  4. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

### **3.4 CLEANING**

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### **3.5 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

**END OF SECTION 07 92 00**

## **SECTION 08 33 13 – COILING COUNTER DOORS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Counter doors.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 06 40 23 – INTERIOR ARCHITECTURAL WOODWORK, for countertop.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For overhead coiling door and accessory.
  - 1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
  - 1. Include plans, elevations, sections, and mounting details.
  - 2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include points and method of attachment.
  - 4. Provide weight of entire system.
  - 5. Show locations of locking levers, and other accessories.

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**1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: Provide for Installer, showing proof of installation experience, training, and manufacturer's authorization noted in "Quality Assurance" Article.
- B. Operations and Maintenance Data: Provide manufacturer's instructions for routine maintenance, adjustment and operation of service doors.
- C. Warranty: Provide manufacturer's standard warranty form, meeting requirements of "Warranty" Article.

**1.6 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

**1.7 QUALITY ASSURANCE**

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

**1.8 WARRANTY**

- A. Service doors and installations shall be warranted against defects in material and workmanship for a period of not less than 2 years from the date of Substantial Completion.

**PART 2 - PRODUCTS****2.1 PERFORMANCE REQUIREMENTS**

- A. Structural Performance: Capable of withstanding the following:
  - 1. Horizontal Load: Uniform pressure of 20 lbf/sq. ft., acting inward and outward.

**2.2 COUNTER DOOR ASSEMBLY**

- A. Counter Door: Overhead coiling door formed with curtain of interlocking metal slats.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:



VALDEZ HIGH SCHOOL –  
GYM FLOOR REPLACEMENT

Burkhart Croft Architects, LLC

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COILING COUNTER DOORS

- 
- a. 651 Series Counter Doors, by Overhead Door Corporation.
  - b. Size: As indicated on drawings.
- B. Operation Cycles: Door components capable of operating for not less than 25 cycles per day, and 50,000 throughout the life of the door. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.
- C. Door Curtain Material: Stainless Steel.
- D. Door Curtain Slats: Interlocking slats, Type f-128 fabricated of stainless steel. Endlocks shall be attached to alternate slats to maintain curtain alignment and prevent lateral slat movement:
- E. Bottom Bar: Manufacturer's standard continuous channel or tubular shape, fabricated from stainless steel.
- 1. Finish: Stainless Steel.
- F. Curtain Jamb Guides: Aluminum with exposed finish matching curtain slats. Provide continuous integral wear strips to prevent metal-to-metal contact and to minimize operations noise.
- 1. Finish: Stainless Steel.
- G. Brackets: Brackets shall be constructed of steel to support counterbalance, curtain, and hood.
- H. Barrel: Steel tubing of not less than 4-inches in diameter. Oil tempered torsion springs shall be capable of counter balancing the weight of the curtain. The barrel shall be designed to limit the maximum deflection to 0.03-inches per foot of opening width. Springs shall be adjustable by means of an exterior wheel.
- I. Hood: Aluminum.
- 1. Shape: Square.
  - 2. Mounting: Face of wall.
  - 3. Finish: To match curtain slats.
- J. Locking Device: Equip door with slide bolt for use with padlock.
- K. Manual Door Operator: Push-up operation. Doors shall open and close with a maximum of 30 pounds of effort utilizing handles in the curtain.
- L. Door Finish: Stainless Steel.

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**2.3 CURTAIN ACCESSORIES**

- A. Door Bottom Gasket: Equip each door bottom bar with a replaceable, adjustable, continuous, compressible gasket of flexible vinyl, rubber, or neoprene as a cushion bumper.
- B. Push/Pull Handles: Equip each push-up-operated door with lifting handles on each side of door, finished to match door.

**2.4 COUNTERBALANCING MECHANISM**

- A. Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

**2.5 STAINLESS-STEEL FINISHES**

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
  - 1. Run grain of directional finishes with long dimension of each piece.
  - 2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
  - 3. Directional Satin Finish: No. 4.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 INSTALLATION**

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and supports; per manufacturer's written instructions and as specified.

### **3.3      ADJUSTING**

- A.    Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- B.    Lubricate bearings and sliding parts as recommended by manufacturer.
- C.    Adjust seals to provide tight fit around entire perimeter.

**END OF SECTION 08 33 13**

## **SECTION 09 64 66 – WOOD ATHLETIC FLOORING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Wood athletic flooring.
  - 2. Accessories for wood athletic flooring.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following
  - 1. SECTION 09 65 13 – RESILIENT BASE AND ACCESSORIES, for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
  - 2. SECTION 09 65 66 – RESILIENT ATHLETIC FLOORING, for athletic flooring.

#### **1.4 REFERENCES**

- A. MFMA - Maple Flooring Manufacturers Association
- B. DIN 108032 (part 2) - Performance Test
- C. ASTM F2772 - Athletic Performance Properties of Indoor Sports Floor Systems
- D. FSC – Forest Stewardship Council

#### **1.5 SUBMITTALS**

- A. Specification and Drawings
  - 1. Submit Robbins Sportwood Ultra Star specification sheet.
  - 2. Submit Robbins Sportwood Ultra Star drawings as required.
  - 3. Submit certification that floor system to be provided has been tested by an independent agency verifying the flooring system meets or exceeds all six of the minimum standards as established by DIN 18032, part 2

**B. Sample**

1. Submit one (1) sample of Sportwood Ultra Star.

**C. Concrete Guidelines**

1. Submit MFMA Recommendations for correct preparation, finishing and testing of concrete subfloor surfaces to receive wood flooring.

**D. Maintenance Guidelines**

1. Submit copy of Maintenance Instructions.

**1.6 QUALITY ASSURANCE**

- A. The manufacturer shall have experience in the field and have been in business for a minimum of ten (10) years.
- B. Installer shall have performed installations of the same scale in the last three years.
- C. Installer to be recognized and approved by the athletic flooring manufacturer and field personnel shall be trained by supplier on proper installation and finishing process.

**1.7 DELIVERY, STORAGE, AND HANDLING****A. Delivery of Materials**

1. Materials shall not be delivered, stored or installed until all masonry, door and painting work is complete. Room temperature of 55-80 degrees Fahrenheit (13 to 27 degrees Celsius) and relative humidity of 35-50 % are to be maintained. Ideal installation/storage conditions are the same as those that will prevail when building is occupied
2. Materials shall not be stored at the installation location if the moisture content of the concrete slab exceeds 4% or vapor transmission exceeds 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters) using a calcium chloride test or the In-Slab relative humidity level for the concrete slab is 80% or lower before installation.

**1.8 SITE CONDITIONS**

- A. General Contractor is responsible to ensure slab is clean and free of all dirt and debris prior to floor installation beginning.

- B. Permanent heat, light and ventilation shall be installed and operating during and after installation. Maintain a temperature range of 55 to 80 degrees Fahrenheit and a relative humidity range of 35 to 50%. Consult MFMA guidelines for further information.
- C. After floors are finished, area to be kept locked by general contractor to allow curing time for the finish. If after required curing time general contractor or owner requires use of gym, he shall protect the floor by covering with non-fibred kraft paper or red rosin paper with taped joints, until acceptance by owner (or owner's agent) of complete gymnasium floor.

## **1.9 WARRANTY**

- A. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.
- B. Robbins, Inc. hereby warrants the Sportwood Ultra Star material to be free from manufacturing defects for a period of 1 year. This warranty is in lieu of all other warranties, expressed or implied including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Robbins. In the event of breach of any warranty, the liability of Robbins shall be limited to repairing or replacing Sportwood Ultra Star material and system components supplied by Robbins and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential.

## **PART 2 - PRODUCTS**

### **2.1 WOOD ATHLETIC FLOORING (DRAWING DESIGNATION "TYPE 1")**

- A. Manufacturer: Sportwood Ultra Star Floor System, by Robbins, Inc.
- B. Vapor Barrier
  - 1. 6-mil polyethylene.
- C. Resilient Pads
  - 1. Robbins 7/16" (11mm) Bio-Pads
- D. Subfloor

- 
1. Two layers of 15/32" (12mm) thick OSB, 4' x 8' (1.22m x 2.44m) Exposure 1, APA Rated Sheathing.
- E. Maple Flooring Manufacturers Association(MFMA) Wood Flooring. Flooring shall be MFMA grade marked as manufactured by Robbins.
1. Specie: Northern Hard Maple
  2. Seasoning: Kiln Dried
  3. Maple Type: MFMA Parquet
  4. Matching: Square Edge
  5. Grain: Edge Grain
  6. Thickness: 7/16" (11mm)
  7. Width: .818" (21mm) width fillets
  8. Length: 9" (22.9cm)
  9. Grade: 2nd and Better
  10. Factory Finish: Unfinished
  11. Certified Wood: Non FSC
  12. Pattern: Straight lay
- F. Fasteners
1. Elastomeric Sportwood Adhesive (one-part urethane). No two-part adhesives are acceptable. Poly-vinyl acetate (PVA) or chlorinated solvent adhesives shall not be substituted
  2. 1" length, 7/16" (11mm) crown, coated staples or equivalent.
  3. Construction adhesive, PL400 or equivalent.
- G. Finishing materials
1. MFMA approved oil-modified Sealer
  2. MFMA approved oil-modified Finish

**H. Gamelines**

1. Gameline paint(s) shall be recommended by the finishing materials manufacturer, and must be compatible with the finish.

**I. Perimeter**

1. 3" x 4" ventilating type. Color: Black

**PART 3 - EXECUTION****3.1 INSPECTION**

- A. Inspect concrete slab for proper tolerance and dryness, and report any discrepancies to the owner and architect in writing. Slab will be level to within 1/8" (3mm) in a 10' (3m). Moisture content of the concrete slab shall not exceed 80% in accordance to an In-Slab Relative Humidity test or shall not exceed 4% or 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters) vapor transmission or 80% or lower on In-Slab relative humidity test.
- B. All work required to put the concrete subfloors in acceptable condition shall be the responsibility of the general contractor.
- C. Subfloor shall be broom cleaned by general contractor.
- D. Installer shall document all working conditions provided in General Specifications prior to commencement of installation.

**3.2 INSTALLATION****A. Vapor Barrier**

1. Install polyethylene with joints lapped a minimum of 6" (150mm) and turned up 4" (100mm) at the walls.

**B. Subfloor**

1. Install Robbins shock absorbing pads per manufacturer's recommendations.
2. Install the lower subfloor perpendicular to the intended finish flooring direction. All joints shall be staggered 4' and spaced 1/8" (3mm) apart.
3. Install solid blocking at doorways, under bleachers in the stacked position, and below portable goals.
4. Install Bleacher Blocking per manufacturer's recommendations.
5. Install the upper subfloor diagonal to the lower subfloor panels staggering joints 4' and spacing 1/8" (3mm) apart. Secure these panels using adhesive(Double Box X



patteren) and 1" (25mm) staples placed 6" (150mm) On Center (O.C.) at panel perimeter and 12" (300mm) O.C. throughout interior.

C. Flooring

1. Trowel on Robbins Sportwood adhesive. Approximately 50 square feet (4.6 square meters) per gallon.
2. Install Robbins Sportwood maple flooring in Robbins Sportwood adhesive, laying in specified pattern end to end.
3. Robbins Sportwood shall be laid with fine hairline joints. Provide 2" (50mm) expansion void at perimeter and at all vertical obstructions

D. Gamelines

1. Mix two component line striping paint in accordance with supplier's instructions.
2. Line painting should be in accordance with supplier's directions.
3. Color of game lines shall be chosen from manufacturer's standard colors.

### 3.3 FINISHING

A. Gymnasiums (delete if not applicable)

1. Apply specified combination of seal, gameline paint, and finish in accordance with manufacturer's instructions.
2. Buff and vacuum and/or tack between each coat after it dries.
3. Apply game lines accurately after the buffing and vacuuming the coated surfaces. Game lines shall be painted between seal coats and finish coats. Layout in accordance with drawings. For game lines, use current rules of association having jurisdiction. Lines shall be straight with sharp edges in colors selected by architect.

### 3.4 PROTECTION

- A. Protect athletic flooring during remainder of construction period to allow it to cure and to ensure flooring and finish are without damage or deterioration at the time of Substantial Completion.

**END OF SECTION 09 64 66**

## **SECTION 09 65 13 - RESILIENT WALL BASE AND ACCESSORIES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Resilient Base.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 09 65 19 - RESILIENT TILE FLOORING, for resilient tile flooring installations and stair treads and risers incorporating products specified in this Section.
  - 2. SECTION 09 64 66 – WOOD ATHLETIC FLOORING, for flooring installations incorporating products specified in the Section.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.
- C. Product Schedule: For resilient products. Use same designations indicated on Drawings.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

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**1.6 PROJECT CONDITIONS**

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

**1.7 EXTRA MATERIALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

**PART 2 - PRODUCTS****2.1 RESILIENT BASE**

- A. 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:
  - 1. Johnsonite, Inc.
- B. Vent Cove Wall Base: ASTM F 1861.
  - 1. Material Requirement: Type TS (rubber, vulcanized thermoset).
  - 2. Manufacturing Method: Group I (solid, homogeneous).
  - 3. Style: Vented (base with toe).
- C. Minimum Thickness: 0.312 inch.
- D. Size: 4-inch high with 3-inch toe.
- E. Lengths: Coils in manufacturer's standard length.

- F. Outside Corners: Pre-formed.
- G. Inside Corners: Job-formed.
- H. Finish: Matte.
- I. Color: Black.

## **2.2 INSTALLATION MATERIALS**

- A. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    - a. Cove Base Adhesives: Not more than 50 g/L.
    - b. Rubber Floor Adhesives: Not more than 60 g/L.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3 RESILIENT BASE INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed Corners: Install preformed corners before installing straight pieces.
- G. Job-Formed Corners:
  1. Inside Corners: Use straight pieces of maximum lengths possible.

### **3.4 CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  1. Remove adhesive and other blemishes from exposed surfaces.
  2. Remove marks and soil.
- C. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

**END OF SECTION 09 65 13**

## **SECTION 09 65 19 - RESILIENT TILE FLOORING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Rubber floor tile, with butt joined seams.
  - 2. Rubber and metal transition strips.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 09 65 13 – RESILIENT BASE AND ACCESSORIES, for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
  - 2. SECTION 09 64 66 – WOOD ATHLETIC FLOORING, for flooring installations incorporating products specified in the Section.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: Submit Manufacturer's technical data and installation instructions for each type of material and accessories.
- B. Samples for Verification: Full-size units of each color, finish and pattern of floor tile required.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: Provide for Installer, showing proof of installation experience, training, and manufacturer's authorization noted in "Quality Assurance" Article.

#### **1.6 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

- 
- B. Warranty: Manufacturer's warranty, for each type of rubber tile product indicated.

#### **1.7 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Floor Tile: Furnish full size units equal to two percent (2%) of quantity installed, but not less than one box, of each type, color, and pattern of floor tile installed.

#### **1.8 QUALITY ASSURANCE**

- A. Installer Qualifications: A qualified installer who is approved by the rubber floor tile manufacturer, and who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

#### **1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

#### **1.10 FIELD CONDITIONS**

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 68 deg F or more than 73 deg F, in spaces to receive floor tile during the following time periods:
1. 72 hours before installation.
  2. During installation.
  3. 72 hours after installation.
- B. After installation maintain ambient temperatures within range recommended by manufacturer, but not less than 68 deg F or more than 73 deg F.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 72 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

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**1.11 WARRANTY**

- A. Provide manufacturer's ten-year warranty against defects in manufacturing and workmanship of all flooring products, including limited wear, defect and conductivity.

**PART 2 - PRODUCTS****2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. FloorScore Compliance: Resilient tile flooring shall comply with requirements of FloorScore certification.

**2.2 RUBBER FLOOR TILE (DRAWING DESIGNATION “TYPE 2”)**

- A. Basis-of-Design Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Mondo Harmoni, by Mondo America Inc.
- B. Material Properties: Prefabricated rubber flooring, calendered and vulcanized with a base of natural and synthetic rubbers, stabilizing agents and pigmentation.
  - 1. Hardness: 92/88, measured using Shore, Type A durometer per ASTM D 2240.
  - 2. Slip Resistance: Static coefficient of friction of 0.80, per ASTM D2047.
  - 3. Static Load: Less than 0.005-inches residual compression when tested with 800-pounds per ASTM F970 Standard Test Method for Static Load Limit.
  - 4. Bacteria Resistance: Products shall be resistant to bacteria, fungi, and micro-organism activity, per ASTM E2180 and ASTM G21.
- C. Fire Resistance Properties: Provide products with the following fire-resistance characteristics:
  - 1. Flammability: Class 1, ASTM E648; NFPA 253.
  - 2. Smoke Density: Less than 450, per ASTM E662; NFPA 258.
- D. Tile Properties:
  - 1. Wearing Surface: Smooth.
  - 2. Thickness: 0.118-inches.
  - 3. Size: 24-inches x 24-inches.
  - 4. Installation Method: Butt joined.
  - 5. Colors and Patterns: Pearl Grey HG120.



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**2.3 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation, with minimum compressive strength of 3,000 psi per ASTM F-710, provided by or approved by floor tile manufacturer for applications indicated.
  - 1. Ardex K 15 Premium Self-Leveling Underlayment.
  - 2. Approved equal.
- B. Rubber Tile Adhesive: As recommended by floor tile manufacturer to suit floor tile and substrate conditions indicated.

**2.4 RUBBER AND METAL TRANSITION STRIPS**

- A. Basis-of-Design Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Rubber: Johnsonite, model number SSR-XX-B, 1 5/8-inch.
  - 2. Metal: C.R. Laurence Co., Inc. mode numer 35ANS Custom length 2 1/2-inch x 3/16-inch threshold.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Prepare substrates according to rubber floor tile manufacturer's instructions and ASTM F-710, to ensure adhesion of resilient products.
- B. Leveling Compound: Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate. Apply primer over plywood underlayment, as required by leveling compound manufacturer.

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Apply leveling compound with notched trowel, in thickness required to fill cracks, holes and depressions, and as recommended by leveling compound manufacturer.

- C. Acclimate the flooring in a secured storage area maintained permanently or temporarily at ambient service temperature and humidity, or  $68^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and 50% relative humidity, for at least 48 hours prior to application.
- D. Vacuum floors immediately prior to installing the flooring to remove all loose particles. If required, use only water based sweeping compounds. Do not use wax or oil based compounds that leave behind a residue that may interfere with the adhesive bond.

### **3.3 RUBBER FLOOR TILE INSTALLATION**

- A. Comply with manufacturer's written Installation Guide, and other instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles in pattern indicated.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

- I. Install reducer strips at perimeter of flooring area and exposed edges, as required to properly transition to adjacent finishes.

### **3.4 CLEANING**

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform initial maintenance cleaning as soon as possible following tile installation, but at least 72 hours after tile installation. Before retaining "Floor Polish" Paragraph below, verify manufacturer's written instructions for floor polish. Floor polish is used with most vinyl composition floor tile and some solid vinyl floor tile.

### **3.5 PROTECTION**

- A. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

**END OF SECTION 09 65 19**

## **SECTION 09 91 23 - INTERIOR PAINTING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section includes surface preparation and the application of paint and transparent finish systems on the following interior substrates:
  - 1. Steel.
  - 2. Wood.
- B. Section includes removal of paint finishes on existing steel doors and frames, and preparation for new paint finishes.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 07 92 00 – JOINT SEALANTS, for joint sealants.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.

#### **1.5 QUALITY ASSURANCE**

- A. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."

2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

## **1.7 PROJECT CONDITIONS**

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## **1.8 EXTRA MATERIALS**

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

# **PART 2 - PRODUCTS**

## **2.1 MANUFACTURERS**

- A. 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:
  1. Sherwin-Williams Company.
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated.

## **2.2 PAINT, GENERAL**

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

**B. Material Compatibility:**

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

**C. VOC Content:** Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Nonflat Paints and Coatings: 150 g/L.
2. Primers, Sealers, and Undercoaters: 200 g/L.
3. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
4. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
5. Pretreatment Wash Primers: 420 g/L.

**D. Colors:** As indicated in a color schedule.**2.3 INTERIOR FERROUS METAL PAINT SYSTEM****A. Provide the following coating system over interior ferrous metal surfaces:**

1. Primer: B66-310 Series - Pro Industrial Pro-Cryl Universal Primer,
2. First Coat: B66-650 Series - Pro Industrial Acrylic Semi-Gloss,
3. Second Coat: B66-650 Series - Pro Industrial Acrylic Semi-Gloss,
4. Gloss: Level 3-4.

**2.4 SOURCE QUALITY CONTROL****A. Testing of Paint Materials:** Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

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**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Wood: 15 percent.
  - 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

**3.2 PREPARATION**

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. General Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Existing Steel Doors & Frames: Remove existing paint layers down to original factory-applied primer level, using strippers, sanding or other techniques.
  - 1. Sand final surfaces smooth.
  - 2. Fill holes, dents or other imperfections with bondo or other steel substrate filler. Sand smooth when dry.
- G. Wood Substrates (For Clear Finishes):
  - 1. Sand surfaces that will be exposed to view, and dust off.

### **3.3 APPLICATION**

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### **3.4 FIELD QUALITY CONTROL**

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance with product requirements.



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3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### **3.5 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

**END OF SECTION 09 91 23**



**CITY OF VALDEZ**  
**Project Title: VHS Gym Floor Replacement**  
**Project No.: 16-310-9506**  
**Contract No.: 1294**

**TO: All Recipients**

**Date: March 24, 2017**

**SUBJECT: Addendum No.1**

This thirty three (33) 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:

**CHANGES TO PRIOR ADDENDA:** None

**CHANGES TO BIDDING REQUIREMENTS:** None

**CHANGES TO CONTRACTING REQUIREMENTS:** None

**CHANGES TO SPECIFICATIONS:**

- AD1-1.** SECTION 08 33 13 – COILING COUNTER DOORS, **DELETE** this section in its entirety.
- AD1-2.** SECTION 06 40 23 – INTERIOR ARCHITECTURAL WOODWORK, **DELETE** this section in its entirety.
- AD1-3.** SECTION 02 83 33 – LEAD REMOVAL / DISTURBANCE AND DISPOSAL: **ADD** Section in its entirety with attached SECTION 02 83 33.
- AD1-4.** SECTION 02 83 33 – CHEMICAL HAZARDS REMOVAL AND DISPOSAL: **ADD** Section in its entirety with attached SECTION 02 83 33.

**CHANGES TO DRAWINGS:**

- AD1-5.** SHEET A1.1, GYM DEMOLITION PLAN. **ADD** general note to read as follows:

“Existing flooring, doors and door frames contain hazardous materials, see

Abatement Specifications and Reports regarding demolition procedures.”

- AD1-6.** SHEET A1.1, GYM DEMOLITION PLAN: **DELETE** new CMU wall demolition at coiling door at Storage 193.
- AD1-7.** SHEET A2.2, GYM FLOOR PLAN: **DELETE** new coiling door and associated work in its entirety at Storage 193.
- AD1-8.** SHEET A2.3, COURT LINES PLAN: **REPLACE** sheet in its entirety with attached Sheet: A2.3.
- AD1-9.** SHEET A7.1, PLAN AND SECTION DETAILS: **REMOVE** Detail 3/NEW SERVICE PASS-THRU SECTION in its entirety.

**SUPPLEMENTAL INFORMATION:**

- AD1-10.** WHITE ENVIRONMENTAL CONSULTANTS, INC., Bulk Sample Analysis for Asbestos.
- AD1-11.** WHITE ENVIRONMENTAL CONSULTANTS, INC., Lead Analysis in Paint.

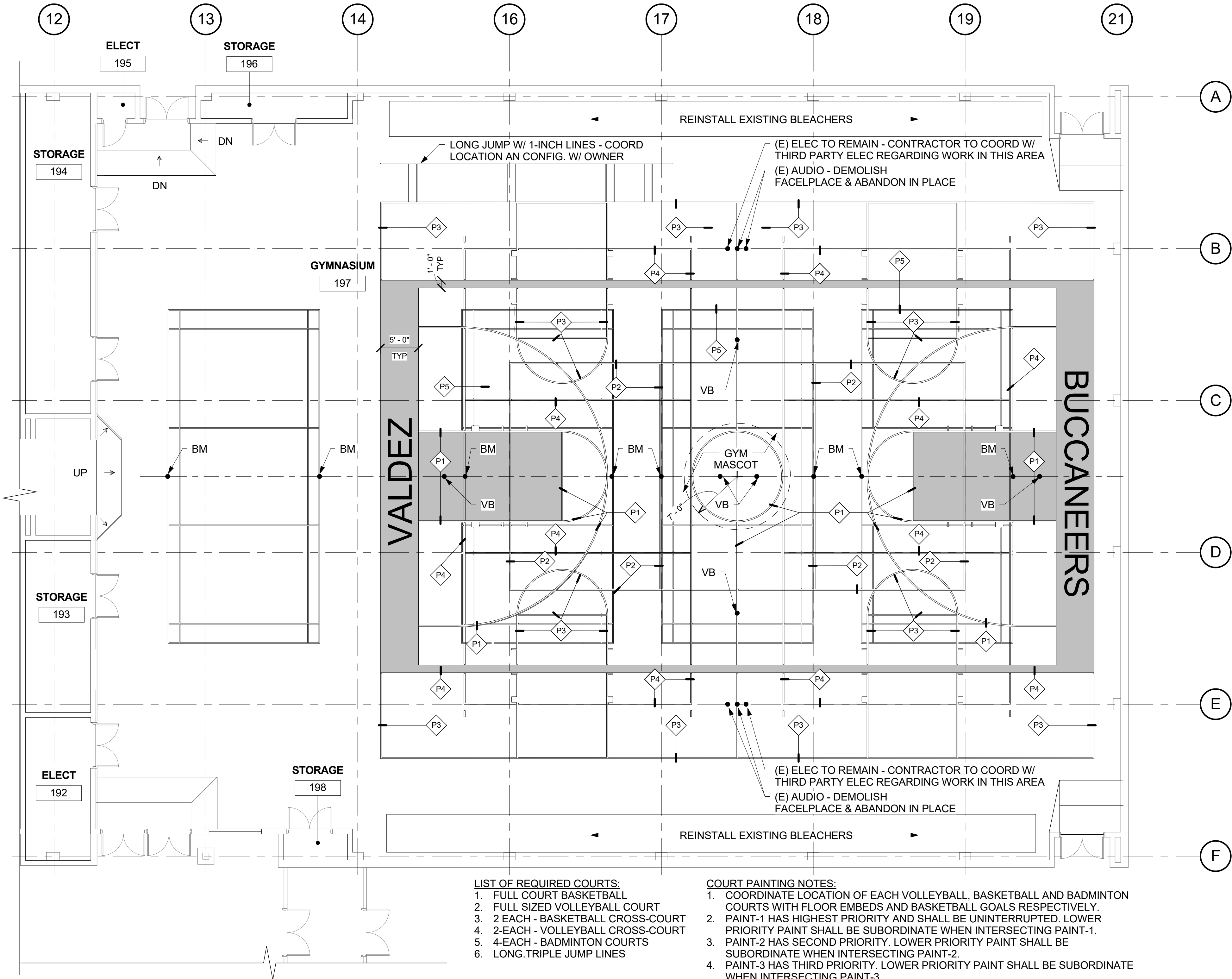


FOR REFERENCE ONLY. FINAL MASCOT  
COLORS AND CONFIGURATION TO BE  
DETERMINED DURING SUBMITTAL PROCESS

2

GYM FLOOR - MASCOT

1/2" = 1'-0"



1

GYM FLOOR PAINTING PLAN

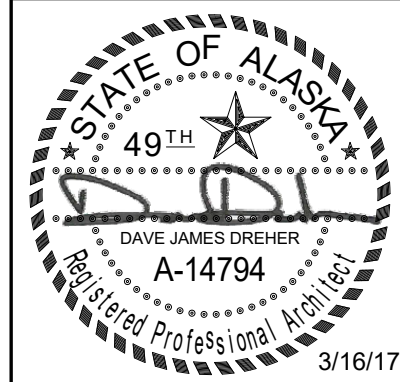
1/8" = 1'-0"

GENERAL:  
1. REPLACE ALL VOLLEYBALL AND BADMINTON STANDARD FLOOR INSERTS.  
ASSUME 8 BADMINTON AND 6 VOLLEYBALL EMBEDDED INSERTS W/ MTL COVERS  
2. RAISE EXISTING BASKETBALL HOOPS TO REGULATION HEIGHT

- LIST OF REQUIRED COURTS:
1. FULL COURT BASKETBALL
  2. FULL SIZED VOLLEYBALL COURT
  3. 2 EACH - BASKETBALL CROSS-COURT
  4. 2-EACH - VOLLEYBALL CROSS-COURT
  5. 4-EACH - BADMINTON COURTS
  6. LONG-TRIPLE JUMP LINES

VB = VOLLEYBALL BASE LOCATION  
BM = BADMINTON BASE LOCATION

- COURT PAINTING NOTES:
1. COORDINATE LOCATION OF EACH VOLLEYBALL, BASKETBALL AND BADMINTON COURTS WITH FLOOR EMBEDS AND BASKETBALL GOALS RESPECTIVELY.
  2. PAINT-1 HAS HIGHEST PRIORITY AND SHALL BE UNINTERRUPTED. LOWER PRIORITY PAINT SHALL BE SUBORDINATE WHEN INTERSECTING PAINT-1.
  3. PAINT-2 HAS SECOND PRIORITY. LOWER PRIORITY PAINT SHALL BE SUBORDINATE WHEN INTERSECTING PAINT-2.
  4. PAINT-3 HAS THIRD PRIORITY. LOWER PRIORITY PAINT SHALL BE SUBORDINATE WHEN INTERSECTING PAINT-3.
  5. PAINT-4 HAS LOWEST PRIORITY AND SHALL BE SUBORDINATE WHEN INTERSECTING ANY OTHER PAINT.
  6. PAINT-5 HAS LOWEST PRIORITY AND SHALL BE SUBORDINATE WHEN INTERSECTING ANY OTHER PAINT.
  7. MAIN BASKETBALL COURT LINES SHALL BE BLACK.
  8. MAIN VOLLEYBALL COURT LINES SHALL BE RED.
  9. CROSS COURT BASKETBALL LINES SHALL BE OFF WHITE.
  10. CROSS COURT VOLLEYBALL LINES SHALL BE OFF WHITE.
  11. "VALDEZ" AND "BUCCANEERS" SHALL BE COLUMBIA BLUE.
  12. BADMINTON COURT LINES SHALL BE OFF WHITE.
  13. PERIMETER BASKETBALL COLOR TO BE BLACK.
  14. IN CLOUMBIA BLUE KEY, GHOST CROSS-COURT VOLLEYBALL LINES, MAIN VOLLEYBALL LINE TO BE RED.
  15. BADMINTON LINES TO BE 1.5-INCHES. ALL OTHER 2-INCH TYP.
  16. COORD. ALL LINE WITH (E) GOALS AND FLOOR INSERTS.



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CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17  
DRAWN: BJN  
CHECKED: DJD  
PROJECT: 1704  
DRAWING TITLE:  
COURT LINES PLAN  
REVISIONS:  
1 ADDENDUM 1 3/23/17  
SHEET NO:

**A2.3**

Chemical Hazard Removal and Disposal

**CHEMICAL HAZARDS REMOVAL AND DISPOSAL  
SECTION 02 08 10**

**PART 1 – GENERAL**

1.01 DESCRIPTION OF WORK: The work includes proper removal of hazardous materials from portions of Valdez High School Gymnasium including:

A. Mercury in gym floor (13250 square feet)

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 13280 Asbestos Removal and Disposal

B. Section 13281 Lead Removal and Disposal

1.03 DEFINITIONS AND ABBREVIATIONS: Definitions and abbreviations are provided in the applicable publications listed in Paragraph 1.04 of this section.

1.04 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification:

A. General Requirements: All work shall be done in compliance with the Uniform Building Code, Uniform Plumbing Code, and the National Electrical Code and the publications listed in this section.

B. Title 29 CFR, Department of Labor  
Part 1910 General Occupational Safety and Health Standards  
Part 2926 Safety and Health Regulations for Construction

C. Title 40 CFR, Environmental Protection Agency  
Part 61 National Emission Standards for Hazardous Air Pollutants  
Part 260 Hazardous Waste Management System: General  
Part 261 Identification and Listing of Hazardous Waste  
Part 262 Standards Applicable to Generators of Hazardous Waste  
Part 263 Standards Applicable to Transporters of Hazardous Waste  
Part 270 The Hazardous Waste Permit Program  
Part 273 Standards of Universal Waste Management  
Part 311 Worker Protection

D. Title 49 CFR, Department of Transportation  
Part 171 General Information, Regulations and Definitions  
Part 172 Hazardous Materials Communication and Regulations  
Part 173 General Requirements for Shipment and Packaging  
Part 177 Carriage by Public Highway  
Part 178 Specifications for Packaging



Chemical Hazard Removal and Disposal

- Part 382 Requirements for Drug Testing
- Part 383 Commercial Driver's License Standards

- E. State of Alaska Administrative Codes (AAC)
  - 8 AAC 61 Occupations Safety and Health Standards
  - 18 AAC 60 Solid Waste Management
  - 18 AAC 62 Hazardous Wastes
  - 18 AAC 75 Oil and Hazardous Substances Pollutions Control
- F. State of Alaska Statutes (AS)
  - AS 45.50.447 Titles Relating to Industrial Hygiene
- G. Federal Standards
  - 313D Material Safety Data Sheets
- H. American National Standards Institute (ANSI)
  - Z9.2-79 Local Exhaust Systems
  - Z87.1-89 Eye and Face Protection
  - Z88.2-80 Practices for Respiratory Protection
- I. American Society for Testing and Materials
  - D-4397 Polyethylene Sheeting
- J. International Fire Code Institute
  - Uniform Fire Code (UFC) 1994 UFC Standards
- K. National Fire Protection Association (NFPA)
  - NFPA 701 (1989) Fire Tests for Flame Resistant Textiles and Films
- L. National Institute for Occupational Safety and Health (NIOSH)
  - Manual of Analytical Methods, 4<sup>th</sup> Edition (1994)

1.05 QUALITY ASSURANCE:

- A. On-Site Observations:
  1. The safety and protection of the Contractor's employees, sub-contractor's employees, the Owner's employees, the facility, and the public is the sole responsibility of the Contractor.
  2. The Owner, the Owner's representative, or the representatives of State or Federal agencies may make unannounced visits to the site during the work. The contractor shall make available two complete sets of clean protective clothing for such visitor use. It is the visitor's responsibility to supply his own respirator and to ensure current medical qualification training, and "fit test".
  3. If the Owner or agency visitor determines that practices are in violation of applicable regulations, they will immediately notify the

Chemical Hazard Removal and Disposal

Contractor that operations must cease until corrective action is taken. Such notification will be followed by formal confirmation.

4. The Contractor shall stop work after receiving such notification. The work may not be restarted until the Contractor receives written authorization from the Owner.
5. All costs resulting from such a stop work order shall be borne by the Contractor and shall not be a basis for an increase in the contract amount or an extension of time.

B. Monitoring and Testing: Monitoring and testing during the work shall be performed as follows:

1. The Contractor shall hire an independent testing/laboratories firm to collect and evaluate all air and toxicity characteristic leaching procedure (TCLP) samples, which are the responsibility of the Contractor. The Contractor shall direct its laboratories, in writing, to release monitoring and testing data, and all other pertinent data and records, to the Owner.
2. The Contractor shall be responsible for having its employees monitored for potential exposure to airborne contaminants as required by this specification and all applicable regulations.
3. The Contractor shall be responsible for having its work area monitored, as well as environmental monitoring outside the work area as required by this specification.
4. The Owner may perform monitoring and testing inside the building, inside the work area, and on the Contractor's employees while work is underway and at any time during the work.
5. The Contractor shall have its independent testing/laboratories firm archive all samples until the successful completion of the project.
6. Final inspection and visual clearance shall be conducted by the independent testing/laboratories firm.

1.06 PROTECTION OF EXISTING WORK TO REMAIN: Perform hazardous material removal work without damage or contamination of adjacent work or the site.

1.07 MEDICAL REQUIREMENTS:

- A. Institute and maintain a medical surveillance program in accordance with 29 CFR 1910.134.
- B. Institute and maintain a random drug testing program, as required by 49 CFR 382, for all drivers of vehicles transporting hazardous materials.

Chemical Hazard Removal and Disposal

- 1.08 TRAINING: Employ only workers who are trained and certified as required by 29 CFR 1910, 29 CFR 1926, 40 CFR 311, and 49 CFR 383 to remove, encapsulate, barricade, transport, or dispose of hazardous materials. All workers performing removal of mercury flooring shall have completed a 40 hour HAZWOPER course.
- 1.09 PERMITS AND NOTIFICATIONS: Secure necessary permits for hazardous material removal, storage, transport and disposal and provide timely notification as required by federal, state and local authorities.
- 1.10 SAFETY AND ENVIRONMENTAL COMPLIANCE: Comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, and disposing of hazardous materials and all other construction activities.
- 1.11 RESPIRATOR PROGRAM: Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.
- 1.12 HAZARD COMMUNICATION PROGRAM: Implement a hazard communication program in accordance with 29 CFR 1910.1200.
- 1.13 SUBMITTALS:
  - A. The Contractor shall submit the following documentation to the Owner for review, approval or rejection as required by Section 01300, Submittal. Work shall not begin until submittals are approved.
    - 1. Shop drawings.
    - 2. Hazardous material removal work plan.
    - 3. Liability insurance policy and performance bond.
    - 4. Schedule.
    - 5. Independent testing laboratory.
    - 6. Disposal site designations.
    - 7. Waste Transporter Designations.
    - 8. Notifications and certifications.
    - 9. Representations.
    - 10. Competent Person Designation Notifications and Certifications.
    - 11. Request for Substitutions.



Chemical Hazard Removal and Disposal

12. Updated Project Information.
- B. Shop drawings shall show:
1. Boundaries of all hazardous material removal areas.
  2. Location and construction of decontamination stations, if required.
  3. Location of temporary site storage facilities.
  4. Location of air monitoring stations, if required.
  5. Emergency egress route(s).
- C. The work plan shall include procedures for:
1. Work area set-up and protection.
  2. Worker protection and decontamination.
  3. Mercury-containing material removal procedures.
  4. Monitoring and testing procedures (Sampling and Analysis Plan)
  5. Waste handling, packaging, labeling, and manifesting procedures.
- D. Schedule: Submit construction schedule by work area.
- E. Independent Testing/Laboratories Firm and Personnel: Submit the name, location, and phone number of proposed independent testing laboratories, and the names and certifications of the industrial hygiene technicians. Include the laboratory's accreditation. Not all laboratories will require all accreditations.
1. The Independent Testing/Laboratories firm shall be acceptable to the Owner.
  2. Evidence that a laboratory has demonstrated proficiency in performing analysis according to Method 1311 TCLP, corresponding to the current versions or Test Methods for Evaluating Solid Wastes (Chemical Physical Methods), SW-846.
  3. Submit the name, address, telephone number, and resume of the Industrial Hygienist (IH) who prepared the Sampling and Analysis Plan and will oversee the on-site monitoring. Submit the names, addresses, and resumes of industrial hygiene technician who may assist the IH for on-site tasks. The Contractor shall submit

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documentation that the IH has all the qualifications for the assigned duties as required by the Contractor's liability insurance policy.

4. Submit copies of the Contractor's letters to the independent testing laboratories, directing each to release all the results for this project to the Owner as these results become available and specified herein.
- F. Disposal Site: Submit the name and location of the proposed U.S. Environmental Protection Agency (EPA) permitted disposal sites.
  - G. Waste Transporter: Submit the name and address of the proposed waste transporters.
  - H. Certifications, Permits, and Notifications: Submit legible copies of each Worker's Hazardous Waste Operations and Emergency Response (HAZWOPER) cards and/or a copy of the refresher training certificate to show that all workers have received their initial training or an eight-hour refresher course within the past year. Submit copies of his/her EPA Hazardous Waste Generator identification number for the purpose of accumulating hazardous waste in accordance with 40 CFR 262 and an EPA identification number for transporting hazardous waste.
  - I. Representations: Submit statement by the Contractor that records of the employee's work assignments, certifications, respirator fit tests, and medical records are accurate, up-to-date, and available for inspection.
  - J. Competent Person: Submit the name and certifications of the Contractor's proposed Competent Person and a list of his/her previous projects. Certify that the Competent Person has the knowledge and training to supervise the work in compliance with the publications listed in Paragraph 1.04 above.
  - K. Substitutions: Submit requests for substitutions of materials, equipment and methods as permitted by Section 01300, Submittals.
  - L. Updated Project Information: Submit changes to the submitted project information at least 24 hours prior to the effective time of change for the following:
    1. Updated schedules for hazardous material removal.
    2. Change in competent person.
    3. Training certificates for additional workers.
    4. Changes to work plan.

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- 1.14 TEST REPORTS: Submit the following documentation produced during the work as received:
  - A. Project daily logs.
  - B. Monitoring and testing data sheets and laboratory reports.
- 1.15 PROJECT COMPLIANCE DOCUMENTS: Submit the following documents with the application for final payment as required by Section 01300, Submittals.
  - A. Daily sign-in sheets.
  - B. Contractor's actual "start and finish" project dates.
  - C. All hazardous waste shipping manifests.
  - D. Disposal site receipts.
  - E. All final laboratory results.
- 1.16 SANITARY FACILITIES: Provide adequate toilet and hygiene facilities.
- 1.17 MATERIAL STORAGE: Store all materials subject to damage off the ground and secure from damage, weather, or vandalism.
- 1.18 ON-SITE DOCUMENTATION: Maintain on-site manufacturer's data for all equipment and supplies proposed to be used for the work.
  - A. Equipment: Show the model, style, operations, and maintenance for the following, as applicable.
    - 1. Respirators: PAPR and canister types.
    - 2. Decontamination facilities.
    - 3. Specialized hazards handling equipment.
  - B. Expendable Supplies: Maintain the manufacturer's safety data, and use the data for the following supplies:
    - 1. Coveralls and headgear.
    - 2. Boots, aprons, and gloves.
    - 3. Disposal containers.
    - 4. Solvents and degreasers.

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- C. Material Safety Data Sheets (MSDS): Maintain on-site Material Safety Data Sheets for each chemical and other material proposed to be used.
- D. Respirator Program: The Contractor's written respirator program shall be onsite.

**PART 2 – PRODUCTS**

- 2.01 PERSONAL PROTECTIVE EQUIPMENT: Provide personal protective clothing as approved and selected by the IH. Two sets of personal protective equipment shall be made available daily to the Owner and other authorized visitors for entry to hazardous material work areas.
  - A. Respirators: Provide personally issued and marked respirators approved by the National Institute of Occupational Safety and Health (NIOSH). Provide sufficient replacements for respirators with disposable canisters.
  - B. Provide filter cartridges approved for each airborne contaminant which may be present. NIOSH approved filter cartridges may be used. At no time shall the permissible exposure limit (PEL) for the contaminant exceed the PEL listed in 29 CFR 1910.1001 Subpart Z.
  - C. Whole Body Protection: Provide approved aprons, gloves, goggles, face shields, and hard-hats, and other protective clothing as required to meet applicable safety regulations to all workers engaged in hazardous materials removal. The Contractor's industrial hygienist shall select and approve the protective clothing.
  - D. Provide protective personal equipment and clothing at no cost to the workers.
- 2.02 DECONTAMINATION UNIT: Provide a decontamination station in accordance with the Contractor's accepted work plan and applicable regulations.
- 2.03 WARNING SIGNS AND TAPE: Post warning signs and tape at the boundaries and entrance to chemical hazards removal areas. Signs required by other statutes, regulations, or ordinances may be posted in addition to, or in the combination with this warning sign.
- 2.04 WARNING LABELS: Affix warning labels to all hazardous waste disposal containers as described in the Contractor's approved Solid Waste Disposal Plan.
- 2.05 SPECIALIZED EQUIPMENT: Specialized equipment to consolidate, reduce or treat hazardous materials shall be specifically manufactured for the intended use and utilized in accordance with the manufacturer's recommendations.

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- 2.06 EXPENDABLE SUPPLIES: Provide flame resistant 6-mil thick polyethylene sheet plastic in widths necessary to minimize seams.
- 2.07 MATERIAL SAFETY DATA SHEETS (MSDSs): Provide MSDSs for all chemical materials brought onto the work-site.
- 2.08 OTHER ITEMS: Provide other items, such as consumable materials, disposable and/or reusable cleaning equipment and hand tools, or miscellaneous construction equipment and materials, in sufficient quantity as necessary to fulfill and complete the requirements of the contract. Electrical equipment and supplies shall be UL listed.
- 2.09 ENCAPSULANTS: Encapsulants shall contain no toxic or hazardous substances. Encapsulants shall be compatible with the products to which they are applied and be compatible with any replacement products.

**PART 3 – EXECUTION**

3.01 WORK AREAS:

- A. Electrical Power: Verify that the electrical power to any equipment being removed is deactivated, disconnected, and locked-out.
- B. Loaded Disposal Drums: The Contractor shall provide handling equipment to move disposal drums loaded with hazardous wastes.

3.02 PERSONNEL PROTECTION PROCEDURES

- A. All personnel entering the work area shall sign the daily log and put on clean protective clothing.
- B. Basic protective clothing shall consist of aprons, gloves, goggles, face shields, and hard hats—with the addition of approved full body coveralls, bib-type aprons, and respirators as conditions warrant.
- C. Make available a contaminated material disposal drum, 6-mil. Plastic wrapping and tape, or appropriate bagging materials.
- D. Decontamination Procedures: All personnel handling or removing hazardous materials will comply with the decontamination procedures as described in the approved work plan.

3.03 HAZARDOUS MATERIAL REMOVAL PROCEDURES: Remove hazardous materials in accordance with the Contractor's approved work plan.

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3.04 MONITORING AND TESTING: Conduct daily sampling in accordance with the Contractor's accepted Sampling and Analysis Plan and the Specification. The Owner may conduct air monitoring in the Contractor's work areas and on the Contractor's employees.

- A. Personal, work area, and environmental monitoring for airborne contaminants shall be performed by industrial hygiene technicians who are employees of the Contractor's Independent Testing/Laboratories Firm
- B. Perform air monitoring in accordance with 29 CFR 1926, current EPA guidance, appropriate NIOSH testing methods, and as specified herein. Calibrate all sampling pumps on-site with a calibrated transfer standard before and after each sample. Built-in rotometers on pumps are not acceptable for calibration.
- C. Monitor for all airborne contaminants listed in 29 CFR 1926.55 and 8 AAC 61.1100, which are produced by the Contractor's operations.
- D. Contractor shall test waste materials as required by 40 CFR 261, the disposal site's permit, and its approved work plan.

3.05 DISPOSAL:

- A. Dispose of hazardous wastes in an EPA permitted hazardous waste disposal site as required by 40 CFR 260 and 40 CFR 761, the Contractor's approved plan, and the disposal site operator.
- B. Comply with current waste disposal, handling, labeling, storage, and transportation requirements of the wastes disposal facility, U.S. Department of Transportation, and EPA regulations.

3.06 CLEANING OF WORK AREA:

- A. Remove all hazardous materials and debris within a work area. Wet clean all work area surfaces.
- B. Notify the Owner that hazardous materials removal has been completed and the work area is ready for visual inspection. Include a statement that all hazardous material and debris in the work area have been removed as required by the contract.

**End of Section**

LEAD REMOVAL /DISTURBANCE

**LEAD REMOVAL / DISTURBANCE AND DISPOSAL**  
**Section 02 83 33**

**PART 1 - GENERAL**

**1.1 DESCRIPTION OF WORK**

- A. The work may require the disturbance (including cleanup of existing loose paint), demolition, or removal, and disposal of lead painted and/or lead-containing materials related to the Valdez High Gymnasium Floor Replacement Project as specified herein. Items to be disturbed may include, but are not limited to:
  - 1. Painted interior building components (doors, door frames, wall systems)
- B. The work includes all air monitoring, dust sampling, waste testing and disposal as specified herein. Materials listed are not necessarily hazardous waste or hazardous to handle. Lead-containing paints or materials identified for demolition and disposal shall be tested by the Toxicity Characteristics Leaching Procedure (TCLP) to determine if they are hazardous waste prior to disposal. Metal waste shall be recycled where practical.
- C. Asbestos, lead and other 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. This notification is provided in accordance with EPA and OSHA requirements. No asbestos is to be disturbed during this specific project scope.
- D. All work disturbing lead-containing materials shall comply with 29 CFR 1926.62 and other applicable regulations.

**1.2 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 13285 Chemical Hazards
- B. White Environmental Consultants Inc. Laboratory Report # 627632 Asbestos Results
- C. White Environmental Consultants Inc. Laboratory Report # 6276277 Lead in Paint Results

**1.3 DEFINITIONS AND ABBREVIATIONS:** Definitions and abbreviations are provided in the applicable publications listed in Paragraph 1.4 of this section.

**1.4 APPLICABLE PUBLICATIONS**

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The publications listed below form a part of this specification to the extent referenced.

- A. General Requirements: All work shall be performed in compliance with the International Building, Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Code; Uniform Plumbing Code; the National Electrical Code; and the publications listed in this section that are in effect at the time of the bidding of this contract.
- B. Title 29 Codes of Federal Regulations (CFR), Department of Labor (USDOL)  
Part 1910 General Occupational Safety and Health Standards  
Part 1926 Safety and Health Regulations for Construction
- C. Title 40 CFR, Environmental Protection Agency (EPA)  
Part 61 National Emission Standards for Hazardous Air Pollutants  
Part 311 Worker Protection Part 763 Asbestos
- D. Title 49 CFR, Department of Transportation (DOT)  
Part 171 General Information, Regulations and Definitions  
Part 172 Hazardous Materials Communication and Regulations  
Part 173 General Requirements for Shipments and Packaging  
Part 177 Carriage by Public Highway  
Part 178 Specifications for Packaging  
Part 382 Requirements for Drug Testing  
Part 383 Commercial Driver's License Standards
- E. State of Alaska Administrative Codes (AAC)  
8 AAC 61 Occupational Safety and Health Standards  
18 AAC 60 Solid Waste Management
- F. State of Alaska Statutes  
AS 18.31 Health and Safety –Asbestos  
AS 45.50.477 Titles Relating to Industrial Hygiene
- G. Public Law 101-637  
Asbestos School Hazard Abatement Reauthorization Act
- H. Federal Standards  
313D Material Safety Data Sheets
- I. American National Standard Institute (ANSI)  
Z9.2 Local Exhaust Systems  
Z87.1 Eye and Face Protection  
Z88.2 Practices for Respiratory Protection
- J. American Society for Testing and Materials (ASTM)  
D-4397 Polyethylene Sheeting
- K. International Code Institute International Building (IBC), Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Codes Current Standards



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- L. National Fire Protection Association (NFPA) NFPA 701 Fire Tests for Flame Resistant Textiles and Films
- M. National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods, Current Edition
- N. Underwriters Laboratories (UL)  
UL 586 High-Efficiency, Particulate, Air (HEPA) Filter Units

**1.5 QUALITY ASSURANCE**

- A. On-site Observation:
  - 1. The safety and protection of the Contractor's employees, Subcontractor's employees, Owner's employees, the facility, and the public is the sole responsibility of the Contractor.
  - 2. The Owner, the Owner's Representative, or representatives of State or Federal agencies may make unannounced visits to the site during the work. The Contractor shall make available two complete sets of clean, protective clothing for such visitor use. If the work requires the use of PAPR or Supplied Air Respirators, the contractor shall provide respirators to the visitor to ensure compatibility with fresh batteries or supplied air system. It is the visitor's responsibility to ensure medical qualification, training, and current "fit test" prior to using any respirator provided by the Contractor.
  - 3. If the Owner or agency visitor determines that practices are in violation of applicable regulations, they will immediately notify the Contractor that operations must cease until corrective action is taken. Such notification will be followed by formal confirmation.
  - 4. The Contractor shall stop work after receiving such notification. The work may not be restarted until the Contractor receives written authorization from the Owner.
  - 5. All costs resulting from such a stop work order shall be borne by the Contractor and shall not be a basis for an increase in the contract amount or an extension of time.
- B. Monitoring and Testing: Monitoring and testing during the work shall be performed as follows:
  - 1. The Contractor shall hire Independent Testing Laboratories to collect and evaluate all air, dust, bulk, and toxicity characteristic leaching procedure (TCLP) samples that are the responsibility of the Contractor. The Contractor shall direct its laboratories, in writing, to release monitoring and testing data, and all other pertinent data and records, to the Owner.
  - 2. The Contractor shall be responsible for monitoring its employees for potential exposure to airborne contaminants as required by this specification and all applicable regulations.
  - 3. The Contractor shall be responsible for work area monitoring and environmental monitoring outside the work area as required by this specification.
  - 4. The Owner may perform monitoring and testing inside the building, inside the work areas, and on the Contractor's employees while work is underway and at any time during the work.
  - 5. Final inspection and clearance testing shall be conducted by the Contractor.
  - 6. The Contractor shall have its Independent Testing Laboratories archive all samples

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until the successful completion of the project.

C. Additional Sampling of Suspect Materials:

1. The Contractor and all Subcontractors shall be vigilant during demolition and construction in the event additional suspect lead or hazardous materials are encountered. If suspect lead or hazardous materials not previously identified are encountered, the contractor shall stop work that may be affected by this material and immediately notify the Owner. The Owner or the Owner's Representative will provide recommendations and additional testing if necessary.
2. The Contractor and all Subcontractors shall notify the Owner prior to any bulk sampling of suspect lead-containing material or other hazardous materials to allow the Owner or Owner's Representative to be present during such sampling.

**1.6 PROTECTION OF EXISTING WORK TO REMAIN:** Perform lead removal in the project work areas without damage or contamination of adjacent work or the facility.

**1.7 MEDICAL REQUIREMENTS**

- A. Institute and maintain a surveillance program in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.
- B. Institute and maintain a random drug testing program, as required by 49 CFR 382, for all drivers of vehicles transporting hazardous materials.

**1.8 TRAINING:** Employ only workers who are trained and certified as required by 29 CFR 1910, 29 CFR 1926, 40 CFR 311, 40 CFR 745 and 49 CFR 383 to remove, encapsulate, barricade, transport, or dispose of lead-containing materials.

**1.9 PERMITS, IDENTIFICATION NUMBERS AND NOTIFICATIONS:** Secure necessary permits for hazardous material removal, storage, transport and disposal and provide timely notification as required by federal, state, and local authorities.

**1.10 SAFETY AND ENVIRONMENTAL COMPLIANCE:** Comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, and disposing of hazardous materials and all other construction activities.

**1.11 RESPIRATOR PROGRAM:** Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.

**1.12 HAZARD COMMUNICATION PROGRAM:** Implement a hazard communication program in accordance with 29 CFR 1910.1200.

**1.13 SUBMITTALS**

- A. Submit the following documentation to the Owner for review, approval or rejection. Work shall not begin until submittals are approved.
  1. Shop drawings.

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2. Work plan.
  3. Liability insurance policy and performance bond.
  4. Schedule.
  5. Independent testing laboratory and laboratory personnel.
  6. Disposal site designations.
  7. Waste transporter designations.
  8. Representations.
  9. "Competent Person" designation and experience.
  10. EPA Training certifications and notification plan, if required.
  11. Request for substitutions.
- B. Shop drawings shall show:
1. Boundaries of each lead work area, if required.
  2. Location and construction of decontamination stations, if required.
  3. Location of temporary site storage facilities.
  4. Location of air monitoring stations, both in and outside of the work area.
  5. Emergency egress route(s).
  6. Location of negative pressure exhaust systems, if required.
- C. The work plan shall include procedures for:
1. Work area set-up and protection.
  2. Worker protection and decontamination.
  3. Initial exposure determination(s).
  4. Lead removal procedures.
  5. Waste testing, transport, and disposal procedures.
  6. Monitoring and testing procedures (Sampling and Analysis Plan).
  7. Spill clean-up emergency procedures.
- D. Insurance Policy and Bond: Submit copies of the Contractor's or Subcontractor's insurance policy and performance bond. Submittal requirement is only to ensure that the insurance certificate(s) show specific coverage for the potentially hazardous materials being handled by this project. The insurance and bond amounts and certificate holder requirements are addressed in other portions of the contract documents and are not covered as part of this submittal requirement.
- E. Schedule: Submit construction schedule by work area.
- F. Independent Testing Laboratories and Laboratory Personnel: Submit the name, location, and phone number of proposed independent testing laboratories, and the names and certifications of the industrial hygiene technicians. Include the laboratory's accreditation. Not all laboratories will require all accreditations.
1. The Independent Testing Laboratories shall be acceptable to Owner.
  2. Submit evidence that the laboratory is currently judged proficient in lead analysis, as determined by the Environmental Lead Proficiency Analytical Testing (ELPAT) Program, of the American Industrial Hygiene Association (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP) for lead in paint chip, soil, and dust wipe samples.

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3. Submit evidence that the laboratory is currently certified by OSHA to perform blood lead analysis.
  4. Submit evidence that the laboratory has demonstrated proficiency as determined by ELPAT or ELLAP performance for NIOSH Method 7082 and/or NIOSH Method 7105 analytical method for the determination of lead in air.
  5. Submit evidence that the laboratory has demonstrated proficiency in performing analyses according to Method 1311 TCLP, corresponding to the current version of Test Methods for Evaluating Solid Wastes (Chemical Physical Methods), SW-846. Evidence may include successful participation in a recognized inter-laboratory quality control program such as a laboratory certified by the California Health and Welfare Agency, Department of Health Services, or a more informal inter-laboratory quality control program.
  6. Submit evidence that the laboratory is currently accredited by the American Industrial Hygiene Association (AIHA).
  7. Submit the name, address, telephone number, and résumé of the Contractor's Industrial Hygienist (IH) or competent person who prepared the Sampling and Analysis Plan and will oversee the on-site monitoring, visual inspections and clearance testing. Submit the names, addresses, and résumés of industrial hygiene technicians who may assist the IH for on-site tasks. Submit documentation that the IH has all the qualifications for the assigned duties as required by the Contractor's liability insurance policy.
  8. Submit copies of the Contractor's letter to each of the independent testing laboratories, directing each to release all the results for this project to the Owner, as these results become available and as specified herein.
- G. Disposal Site: Submit the name and location of the proposed Environmental Protection Agency (EPA) permitted disposal site.
- H. Waste Transporter: Submit the name and address of the proposed waste transporter.
- I. Representations: Submit statement by the Contractor that records of employees' work assignments, certifications, respirator fit tests, and medical records are accurate, up-to-date, and available for inspection.
- J. Competent Person: Submit the name and certifications of the Contractor's proposed Competent Person and a list of his/her previous projects. Certify that the Competent Person has the knowledge and training to supervise the work in compliance with the publications listed in Paragraph 1.4 above.
- K. Substitutions: Submit requests for substitutions of materials, equipment and methods.
- L. Updated Project Information: Submit changes to the submitted project information at least 24 hours prior to the effective time of change for the following:
1. Updated schedules for lead removal.
  2. Change in Competent Person.
  3. Changes to work plan.

**1.14 TEST REPORTS:** Submit the following documentation produced during the work as soon as

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received:

- A. Project Daily Logs: Submit the previous day's Daily Logs. Logs shall include regulated area sign-in sheets and list of lead-containing materials removed, including quantities and locations of those materials, in the units used on the drawings. Claims for additional quantities will not be addressed unless daily quantities are submitted.
- B. Monitoring and testing data sheets and laboratory reports.

**1.15 PROJECT COMPLIANCE DOCUMENTS:** Submit the following documents to the Owner with application for final payment:

- A. Contractor's actual project "Start and Finish" dates.
- B. Waste testing results per Paragraph 3.5 (A).
- C. Waste Shipment Records (Manifest EPA form 8700-22) if required.
- D. Clearance sampling and soil sampling data sheets (if required) and laboratory reports.
- E. Disposal site receipts.
- F. Final clearance submittals as outlined in 3.7 (if required).
- G. Evidence that each employee who was engaged in lead disturbance/removal work or who was exposed to lead completed training on lead covering the requirements of 29 CFR 1926.62.

**1.16 SANITARY FACILITIES:** Provide adequate toilet and hygiene facilities.

**1.17 MATERIAL STORAGE:** Store all materials subject to damage off the ground and secure from damage, weather, or vandalism.

**1.18 ON-SITE DOCUMENTATION:** Maintain on the job site, copies of the following data for safety procedures, equipment, and supplies used for the work.

- A. Equipment: Show the model, style, capacity and the operation and maintenance procedures for the following, as applicable:
  - 1. High-Efficiency, Particulate, Air (HEPA) Filtration units.
  - 2. HEPA Vacuum cleaners.
  - 3. Pressure differential recording equipment.
  - 4. Heat stress monitoring equipment.
- B. Material Safety Data Sheets (MSDSs): Maintain MSDSs for each encapsulant, surfactant, solvent, detergent, and other material proposed to be used.
- C. Respiratory Protection Plan: The Contractor's written respirator program.

## LEAD REMOVAL /DISTURBANCE

### PART 2 - PRODUCTS

**2.1 PERSONAL PROTECTIVE EQUIPMENT:** Provide personal protective clothing as approved and selected by the IH.

- A. Respirators: Provide personally issued and marked respirators approved by the National Institute of Occupational Safety and Health (NIOSH). Provide sufficient replacements for respirators with disposable canisters. Use respirators equipped with dual cartridges whenever both lead hazards and other respiratory hazards exist in the work area.
- B. Provide filter cartridges approved for each airborne contaminant which may be present. NIOSH approved filter cartridges may be used. At no time shall the permissible exposure limit (PEL) for the contaminant exceed the PEL listed in 8 AAC 61.1100.
- C. Whole Body Protection: Provide approved aprons, gloves, eye protection, and hard-hats, and other protective clothing as required to meet applicable safety regulations to personnel potentially exposed to lead dust or fumes above the permissible exposure limit (PEL). Wear this protection properly. Full facepiece respirators shall meet the requirements of ANSI Z87.1.
- D. Provide protective personal equipment and clothing at no cost to the workers.

### 2.2 DECONTAMINATION UNIT

The following decontamination procedures will be strictly adhered to whenever personnel enter or leave the regulated work area:

- A. Each worker and authorized visitor prior to entering regulated area will, put on the appropriate respirator and clean protective full body clothing and safety equipment as needed.
- B. All workers and authorized visitors will, each time they leave the work area, HEPA vacuum all gross debris from their protective clothing, remove all protective clothing and place into disposal bags and proceed to the decontamination station while continuing to wear respirators. Workers will completely decontaminate and remove respirators while in the decontamination station after washing around the face seal.
- C. The HEPA filters will either be wetted and disposed of as lead waste or tape will be placed over the filters for reuse. Workers will then proceed through the decontamination station to clean and disinfect respirators.
- D. Workers will not eat, drink, smoke, and or chew gum, or tobacco while in the work area or decontamination area.

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- E. Imminent threats of life in the work area take precedence over decontamination considerations. In any emergency involving an imminent threat to life, the injured person will be removed from the work area in the quickest way possible. This will be the only exception to these decontamination requirements. Emergency exit will be provided in the work area.

- 2.3 WASTE WATER FILTERS ( if required):** Install the waste water filters in a series of stages with the final filtration stage sufficient to meet discharge standard of 18 AAC 70 and/or any local sewage system discharge limit for lead. Size the waste water pump for 1.25 times the shower head flow-rate. Dispose all filters as lead contaminated waste.
- 2.4 WARNING SIGNS AND TAPE:** Post warning signs and tape at the boundaries and entrances to lead disturbance and removal work areas. Signs required by other statutes, regulations, or ordinances may be posted in addition to, or in combination with, this warning sign. Conform warning signs and tape to the requirements of 29 CFR 1926.62.
- 2.5 WARNING LABELS:** Affix warning labels to all hazardous waste disposal containers as described in the Contractor's approved Solid Waste Disposal Plan. Conform labeling to 29 CFR 1926.62 and 49 CFR 100-199.
- 2.6 TOOLS:** Vacuum cleaners shall be equipped with HEPA filters. Use only approved power tools to remove lead-containing material. Do not use open-flame and electric element heat-gun type tools with temperatures in excess of 700°F to remove lead-containing material. Remove all residual lead contamination from reusable tools being removed from lead disturbance or removal work areas. Electrical tools and equipment shall be UL listed.
- 2.7 AIR MONITORING EQUIPMENT:** The Contractor's IH shall select the air monitoring equipment to be used for the evaluation of airborne lead.
- 2.8 EXPENDABLE SUPPLIES:** Provide flame resistant 6-mil thick polyethylene sheet plastic shall be provided in widths necessary to minimize seams.
- 2.9 MATERIAL SAFETY DATA SHEETS (MSDSs):** Provide MSDSs for all chemical materials brought onto the work-site.
- 2.10 OTHER ITEMS:** Provide other items, such as consumable materials, disposable and/or reusable cleaning equipment and hand tools, or miscellaneous construction equipment and materials, in sufficient quantity as necessary to fulfill and complete the requirements of the contract. Electrical equipment and supplies shall be UL listed.
- 2.11 ENCAPSULANTS:** Encapsulants shall contain no toxic or hazardous substances. Encapsulants shall be compatible with the products to which they are applied and be compatible with replacement products.

**PART 3 - EXECUTION**

## LEAD REMOVAL /DISTURBANCE

**3.1 WORK AREAS**

- A. Lead Control Areas: A control area, structure or containment where lead-containing or contaminated materials are being disturbed. Critical barriers and/or physical boundaries shall be employed to isolate the lead control area and to prevent migration of lead contamination and unauthorized entry of personnel.
- B. Contained Lead Work Area Requirements: Construct contained lead work areas as described in the Contractor's approved work plan. A contained lead work area is required whenever airborne lead levels cannot be maintained below the OSHA action level at the boundary of a lead work area.
- C. Building Ventilation System: Shut down and isolate by air-tight seals all building ventilation systems supplying air into or returning air from a lead control area or contained lead work area.
- D. Building Electrical Systems: Verify that the electrical service is deactivated, disconnected and locked out where necessary for wet washing and/or removal where needed. Provide temporary electrical service, equipped with ground fault protection, where needed.

**3.2 PERSONNEL PROTECTION PROCEDURES**

- A. Initial Determination: An initial determination is required in the absence of acceptable prior exposure data in accordance with 29 CFR 1926.62. Establish an initial lead work area for each material to be disturbed and each disturbance procedure if required. Isolate these lead work areas from the rest of the building. Personnel working in these areas shall wear respiratory protection and personal protective equipment as directed by the IH. Perform personal and work area air monitoring as directed by the IH. Operational decontamination facilities shall be available. Work performed shall be representative of the work to be done during the remainder of the project.
- B. Respirator Evaluation: Upgrading, downgrading, or not requiring respirators shall be recommended by the Contractor's IH based on the measured airborne lead-containing dust concentrations. Immediately implement recommendations to upgrade the respiratory protection shall be implemented immediately, followed by notification to the Owner. NOTE: Submit recommendations in writing to downgrade respirator type or not require respirators to the Owner for review and written approval prior to implementation.
- C. Decontamination Procedures: Worker and material decontamination procedures shall be as described in the Contractor's approved work plan. Worker decontamination shall be as directed by the Contractor's competent person.
- D. Work Stoppage: Stop work if the IH, the Owner, or a representative of a regulatory agency determines that the work is not in compliance with the Contractor's approved work plan, these specifications, or applicable laws and regulations. The Contractor shall stop work and notify the Owner whenever the measured concentrations of lead outside the lead control area equal or exceed 30 µg/m for airborne lead or 200 µg/ft for lead dust



## LEAD REMOVAL /DISTURBANCE

on surfaces that would normally be accessible by building occupants. When such work stoppage occurs, the cause of the contamination shall be corrected and the damaged or contaminated area shall be restored to its original decontaminated condition by the Contractor at no expense to the Owner. The Contractor is responsible for removing dusts and debris that were generated as a result of his work.

- E. The Contractor shall adhere to all applicable regulations regarding entry into confined spaces.

### 3.3 LEAD DISTURBANCE AND REMOVAL PROCEDURES

- A. General: Perform lead disturbance or removal work in accordance with the Contractors approved work plan, applicable regulations and this specification.
- B. Pre-Cleaning: Removal of existing loose paint chips is included in the scope of work. Pre-clean surfaces by HEPA vacuum and wet washing/wiping prior to the establishment of a work area.

### 3.4 MONITORING AND TESTING: Conduct daily sampling in accordance with the Contractor's accepted Sampling and Analysis Plan and this specification. The Owner may conduct air monitoring in the Contractor's work areas and on the Contractor's employees.

- A. Perform environmental air monitoring outside the lead work area for each lead work area without a negative initial determination. Include at least one sample immediately outside the entrance to the lead work area.
- B. Perform dust wipe sampling for each lead work area without a negative initial determination. Include at least one sample immediately outside the entrance to the work area daily.
- C. Take personnel samples in accordance with 29 CFR 1926.62. Personal samples for an employee will include a minimum of two samples per 8 hour shift. Employees will be monitored at the rate of at least one employee for every eight people performing each task in each work area. Persons performing separate tasks or in separate lead work areas shall be sampled separately.
- D. Reduction of monitoring: For each operation for which the Negative Initial Determination established workers' exposure will be below the action level, the Contractor's IH may petition the Owner's Representative to recommend that the monitoring as required above be reduced for the specific task or operation.

### 3.5 DISPOSAL

- A. Sampling of Waste Materials: The Contractor shall test waste materials according to 40 CFR 261 and the disposal site's permit to determine if they are hazardous waste and to dispose of them accordingly. Collect, package and transport to an EPA approved Hazardous Waste Disposal Site all bulk debris, loose paint chips, fines, dust from HEPA filters and vacuum bags, unfiltered waste water, water filter cartridges, disposable

## LEAD REMOVAL /DISTURBANCE

personal protective equipment (including respirator filters, poly, and tape) which do not have TCLP test results that classify the material as non-hazardous for lead. Lead-acid batteries and other batteries are classified by the EPA as Universal Wastes. The EPA encourages that all Universal Wastes be recycled in accordance with 40 CFR 273, or in the case of lead-acid batteries, in accordance with 40 CFR 266, subpart G.

- B. Hazardous Waste Disposal: Dispose of hazardous project wastes as required by 40 CFR 260 and the Contractor's approved work plan.
  - C. Construction (Non-Hazardous) Waste Disposal: Dispose of solid (non-hazardous) waste in a permitted waste facility, in accordance with applicable federal, state, and local laws and regulations. Burning of waste is prohibited.
  - D. Salvageable Materials: The Contractor may salvage metallic lead, lead-acid batteries and other materials to keep such materials from entering the project waste stream. Sell or transfer salvage with a document of exempt status as provided by 40 CFR 261.
  - E. Waste Storage: Temporarily store solid wastes as described in the approved work plan.
- 3.6 FINAL CLEANING AND VISUAL INSPECTION:** Perform a final cleaning and visual inspection of each lead control area prior to release to unprotected workers in accordance with the Contractor's approved work plan. Clean the lead control area by vacuuming with a HEPA filtered vacuum cleaner, wet mopping or wet wiping. Do not dry sweep or use pressurized air to clean up the area. A final visual inspection report shall be provided by the Owner's Representative verifying that all lead disturbance required by the contract has been completed and that all visible dust and debris subject to disturbance by the planned work under this contract have been removed and the area HEPA vacuumed, wet mopped or wet wiped.
- 3.7 WORK AREA CLEARANCE TESTING:** Work area clearance testing by the Contractor is required for each lead control area where the lead action level has been exceeded. Clearance testing shall be performed only after a visual inspection report by the IH Technician has documented that the work area is clean and that all lead disturbance required by the contract has been completed. Clearance testing shall include the following:
- A. A visual inspection report by the Contractor's IH Technician verifying that all lead disturbance required by the contract has been completed and that all visible dust and debris subject to disturbance by the planned work under this contract have been removed and the area HEPA vacuumed, wet mopped or wet wiped.
  - B. Three (3) lead wipe and/or lead soil sample results from within the lead control area per the Contractor's approved work plan and in accordance with NIOSH method 9100.
  - C. Dust clearance levels shall be below 40 µg/ft for floors, 250 µg/ft for interior window sills and 400 µg/ft for window troughs.
  - D. The Owner may conduct concurrent clearance testing.
  - E. Work area barriers or containments shall not be removed until clearance testing results

LEAD REMOVAL /DISTURBANCE

are reviewed and approved by the Owner.

**3.8 SUBSTANTIAL COMPLETION**

- A. After the work area barriers and temporary construction and equipment have been removed, the Contractor shall inspect the work area to verify that no lead debris, contaminated water, or other residue remains. Any remaining residue shall be cleaned up using HEPA vacuum cleaners and wet wiping methods.
- B. The Contractor shall certify that the work area has been cleaned of all lead in compliance with the contract, and that there is no unrepaired damage to walls, ceilings, doors or surfaces or finishes other than that called for by the scope of work.
- C. Costs of restoration of damaged finishes shall be borne by the Contractor.

**END OF SECTION**

**Bulk Sample Analysis for Asbestos**

WL Project #: LA-022364

Client Project #: 068-17

Report #: 627632

Report By: G. Caudill

Report Date: 02/28/2017

Client: City of Valdez

PO Box 307

Valdez, AK 99686

Billing Number: 26008

Collected By: B. O'Bray

Collection Date: 02/24/2017

Analysis By: J. Hicklin

Analysis Date: 02/28/2017

Received By: G. Caudill

Received Date: 02/27/2017

TAT: 24 Hour

Sample Count: 6 Layer Count: 10

Project Name/Location: WEC: Valdez High School Gymnasium Floor  
Replacement

Client ID #	WL ID#	Location:
001	AB17-1386	Gymnasium, Behind Bleacher

Homogenous

Material

Color

Layer

No

Floor Adhesive

Orange

1 of 1

Asbestos: None Detected

Other Fibrous Material

Fibrous %

Cellulose

Trace

Other Fibrous Materials: 2%

Synthetic

2%

Non-Fibrous Materials: 98%

Client ID #	WL ID#	Location:
002	AB17-1387	Gymnasium, Behind Bleacher

Homogenous

Material

Color

Layer

No

Floor Adhesive

Orange

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:
003	AB17-1388	Gymnasium, Behind Bleacher

Homogenous

Material

Color

Layer

No

Floor Substrate

Tan/Yellow

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-022364

Client Project #: 068-17

Report #: 627632

Report By: G. Caudill

Report Date: 02/28/2017

Client ID #      WL ID#      Location:  
004      AB17-1389A      Gymnasium @ Elect 192

Homogenous      Material  
No      Cove Base Mastic

Color      Layer  
Brown      1 of 2

**Asbestos: None Detected**

Other Fibrous Material	Fibrous %
Cellulose	Trace

Other Fibrous Materials: TRACE

Non-Fibrous Materials: 100%

Client ID #      WL ID#      Location:  
004      AB17-1389B      Gymnasium @ Elect 192

Homogenous      Material  
No      Cove Base Mastic

Color      Layer  
Tan      2 of 2

**Asbestos: None Detected**

Other Fibrous Material	Fibrous %
Cellulose	2%

Other Fibrous Materials: 2%

Non-Fibrous Materials: 98%

Client ID #      WL ID#      Location:  
005      AB17-1390A      Gymnasium @ Stage 193

Homogenous      Material  
No      Cove Base Mastic

Color      Layer  
Tan      1 of 3

**Asbestos: None Detected**

Other Fibrous Material	Fibrous %
Cellulose	2%
Synthetic	Trace

Other Fibrous Materials: 2%

Non-Fibrous Materials: 98%

Client ID #      WL ID#      Location:  
005      AB17-1390B      Gymnasium @ Stage 193

Homogenous      Material  
No      Cove Base Mastic

Color      Layer  
Brown      2 of 3

**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-022364

Client Project #: 068-17

Report #: 627632

Report By: G. Caudill

Report Date: 02/28/2017

Client ID #      WL ID#      Location:  
005      AB17-1390C      Gymnasium @ Stage 193

Homogenous	Material	Color	Layer
No	Unknown	Black	3 of 3

**Asbestos: None Detected**

Other Fibrous Material	Fibrous %
Cellulose	Trace
Synthetic	Trace

**Other Fibrous Materials: TRACE****Non-Fibrous Materials: 100%**

Client ID #      WL ID#      Location:  
006      AB17-1391A      Gymnasium Behind Wood Lattice

Homogenous	Material	Color	Layer
No	Lagging	Black	1 of 2

**Asbestos: None Detected**

Other Fibrous Material	Fibrous %
Synthetic	99%

**Other Fibrous Materials: 99%****Non-Fibrous Materials: 1%**

Client ID #      WL ID#      Location:  
006      AB17-1391B      Gymnasium Behind Wood Lattice

Homogenous	Material	Color	Layer
No	Insulation	Yellow	2 of 2

**Asbestos: None Detected**

Other Fibrous Material	Fibrous %
Cellulose	40%
Mineral Wool	50%

**Other Fibrous Materials: 90%****Non-Fibrous Materials: 10%**  
Joel Hicklin, Laboratory Technical Manager

02/28/2017

Date

02/28/2017

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).



**383 Industrial Way, Anchorage, Alaska 99501**  
**Phone (907) 258-8661 Fax (907) 258-8662**

PROJECT NAME Valdez H. S. Gymnasium Floor Replacement  
LOCATION Valdez AK PROJECT NO. 068-17  
CLIENT City of Valdez DATE 2/24/17  
CLIENT PROJECT# \_\_\_\_\_ SHEET NO. 1 OF 1

## CHAIN OF CUSTODY RECORD – ANALYTICAL REQUEST

ANALYSIS REQUESTED (circle-)  
PCM PLM TEM LEAD

## TURNAROUND REQUESTED

NO. OF SAMPLES

COLLECTION DATE:

RELINQUISHED BY:

DATE / TIME

SAMPLES RECEIVED BY		DATE	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

DATE / TIME

SHIPPING METHOD

COURIER (signature)

SAMPLES RECEIVED BY	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

DATE / TIME

## COMMENTS

LA- 022364

[illegible]

## Lead Analysis in Paint

WL Project #: LA-022365

Client Project #: 068-17

Report #: 627627

Report By: G. Caudill

Report Date: 02/27/2017

Client: City of Valdez  
PO Box 307  
Valdez, AK 99686  
Billing Number: 26008

Collected By: B. O'Bray  
Collection Date: 02/24/2017  
Analysis By: G. Caudill  
Analysis Date: 02/27/2017  
Received By: G. Caudill  
Received Date: 02/27/2017

TAT: 24 Hour

Sample Count: 10

Project Name/Location: WEC: Valdez High School Gymnasium Floor Replacement

Client ID	WLSample	Result	Result Units	Reporting Limit (ppm)
P-001	AL17-685	130	ppm	81
P-002	AL17-686	150	ppm	94
P-003	AL17-687	210	ppm	90
P-004	AL17-688	210	ppm	82
P-005	AL17-689	140	ppm	88
P-006	AL17-690	<85	ppm	85
P-007	AL17-691	170	ppm	75
P-008	AL17-692	170	ppm	100
P-009	AL17-693	280	ppm	86
P-010	AL17-694	98	ppm	80



Grant Caudill, Lab Analyst

02/27/2017

Date



Joel Hicklin, Laboratory Technical Manager

02/27/2017

Date

Preparation is performed according to EPA Method SW-846 3050B (M). Analysis performed according to EPA method SW-846 7420 (M), analysis by flame atomic absorption spectroscopy. The Reporting Limit is at least twice that of the Method Detection Limit (MDL). The MDL (defined as the minimum concentration of an analyte that can be reported with 99% confidence to have a concentration greater than zero) is determined from statistical analysis of replicate samples in a given matrix containing the analyte, as defined in 40CFR Part 136, Appendix B. Field and laboratory blanks are used to assess possible contamination and sensitivity of analysis, and no blank correction is made. Unless otherwise stated, all quality control samples are acceptable. Modifications made to the previously referenced test methods are documented in WEC, Inc. Standard Operating Procedures Manual. Supporting laboratory documentation is available upon request. Unless otherwise stated, samples are received in acceptable condition. Results relate only to the items tested. WEC, Inc. Anchorage is a current proficient participant in the AIHA ELPAT program and is accredited by AIHA LAP, LLC for environmental lead (Lab ID# 102739). 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).





WHITE  
ENVIRONMENTAL  
CONSULTANTS INC.

383 Industrial Way, Anchorage, Alaska 99501  
Phone (907) 258-8661 Fax (907) 258-8662

PROJECT NAME Valdez H.S. Gymnasium Floor Replacement  
LOCATION Valdez AK PROJECT NO. 008-17  
CLIENT City of Valdez DATE 2/24/17  
CLIENT PROJECT# SHEET NO. 1 OF 1

## CHAIN OF CUSTODY RECORD – ANALYTICAL REQUEST

ANALYSIS REQUESTED (circle) PCM PLM TEM LEAD	TURNAROUND REQUESTED <u>24 hr</u>	NO. OF SAMPLES <u>10</u>	COLLECTION DATE: <u>02/24/17</u>
RELINQUISHED BY: <u>[Signature]</u>	DATE / TIME <u>02/27/17</u>	SAMPLES RECEIVED BY	DATE / TIME
SHIPPING METHOD <u>NA</u>	COURIER (signature) <u>NA</u>	SAMPLES RECEIVED BY <u>GC</u>	DATE / TIME <u>2-27-17</u>

COMMENTS

LA- 022365

SAMPLE ID#	MATERIAL	LOCATION	COMMENTS
P- 001		Storage #194	Floor
P- 002		Storage #194	Door
P- 003		Storage #194	Frame
P- 004		Storage # 196	wall
P- 005		Storage # 196	Door
P- 006		Storage # 196	Frame
P- 007		Storage # 193	Frame
P- 008		Storage # 193	Door
P- 009		Storage # 193	Floor Wall
P- 010		Storage # 193	Floor

**End of Addendum.**



**CITY OF VALDEZ**  
**Project Title: VHS Gym Floor Replacement**  
**Project No.: 16-310-9506**  
**Contract No.: 1294**

**TO: All Recipients**

**Date: April 3, 2017**

**SUBJECT: Addendum No. 2**

This twenty (20) 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:

**CHANGES TO PRIOR ADDENDA:**

Regarding Addendum 1, item 3: The section title "LEAD REMOVAL / DISTURBANCE AND DISPOSAL" was incorrectly numbered. Below is the correct section number.

AD1-3. SECTION ~~02-83-33~~ 02 08 10 – LEAD REMOVAL / DISTURBANCE AND DISPOSAL: ADD Section in its entirety with attached SECTION ~~02-83-33~~ 02 08 10.

**CHANGES TO BIDDING REQUIREMENTS:** Replace pages 3, 10, 25, and 26 of the contract with the ones attached to this addendum.

**CHANGES TO CONTRACTING REQUIREMENTS:** None

**CHANGES TO SPECIFICATIONS:**

**AD2-1.** SECTION 01 23 00 - ALTERNATES: **REPLACE** section in its entirety with attached SECTION 01 23 00.

**AD2-2.** SECTION 09 64 66 – WOOD ATHLETIC FLOORING: **REPLACE** section in its entirety with attached SECTION 09 64 66.

**CHANGES TO DRAWINGS:**

**AD2-3.** SHEET A1.1: **DELETE** Keynote Number #8 in its entirety.

**AD2-4.** SHEETS A1.1 & A2.2: **REPLACE** sheets in their entirety with attached Sheets A1.1 & A2.2.

**AD2-5.** SHEET A2.3: **ADD** general note to read as follows:

“GHOST ANY GYM COURT LINES THROUGH MASCOT”

**AD2-6.** SHEET A2.3: **REVISE** Court Painting Notes: Number #10 to read as follows:  
“10. CROSS COURT VOLLEYBALL LINES SHALL BE ~~OFF WHITE~~ **COLUMBIA BLUE.**”

**AD2-7.** SHEET A2.3: **REVISE** Court Painting Notes: Number #15 to read as follows:

“15. BADMINTON LINES TO BE ~~1.5 INCHES~~ **1 INCH.** ALL OTHER 2-INCH TYP”

#### **BIDDER QUESTIONS & ANSWERS:**

1. The exit door in the north east corner of the gym that is between rooms 195 and 196 has a removable mullion. This will be the best point for moving items in and out of the gymnasium. Will this door and area at the north side of the gym remain clear so we can stage and move items in and out of the gymnasium thru out the duration of the project?

RESPONSE : That area should be clear for your use throughout the project. In the case of an emergency or other request by the Owner, the contractor should accommodate accordingly.

2. My understanding is School will remove all items in the gym and storage i.e. mats, hurdles, volleyball poles concessions, etc. please verify?

RESPONSE : The contractor should plan on removing and replacing all items in the storage rooms themselves. The school staff may be able to help but that is not guaranteed. If storage units need to be removed, cut, or adjusted to accommodate the new flooring that is the responsibility of the contractor.

3. Sheet A2.2 Calls for room 192 to receive athletic flooring typ 2. I do not see where this is possible as the perimeter has conduit penetrations and there is a couple transformers in the room as well. There is no way to finish this room nor base it as everything at the perimeter would be exposed and a catchall for dirt. My suggestion would be to make a ramp into the room. this can stop flush with the interior wall and door frame. If ramp needs to meet ADA it could be extended further into the room. Is a ramp at electrical room 192 acceptable?

RESPONSE: Addressed in Addendum above.

4. In rooms 193 and 194 there are after the fact built in storage cabinets made of plywood that go floor to ceiling with plywood doors. These are not shown on the plans, what is the intent for the new flooring, Is it to go into the cabinets or stop short and ramp into

these areas? Please keep in mind that we need to have roughly 2" expansion voids that provide unobstructed space for system movement. These would items that have vertical obstruction such as volleyball sleeves, electrical boxes, cabinetry etc.

RESPONSE: The intent would be to provide "Gym Floor Type 2" in these rooms per the drawings. At all built-in casework, the flooring can be stopped 2-inches short for expansion as noted above.



**City of Valdez  
Invitation to Bid**

**Date: March 17, 2017**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

This project includes, but is not necessarily limited to:

- Abatement and removal of the existing gym flooring if additive alternate 1 is awarded.
- Removal and reinstallation of the existing bleachers and wall mounted equipment to support new flooring installation.
- Existing door modification and refinishing.
- New wood sports flooring installation with internal ramps up to playing surface. To include new game lines and center court mascot.

Engineers Estimate for construction under \$ 400,000.00.

Sealed bids will be accepted until 4:00pm local time on April 7, 2017 at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read 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 March 28<sup>th</sup>, 2017 at 8:30am. Following the Pre-Bid conference will be a site visit to the Valdez High School Gym.

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 website at [www.ci.valdez.ak.us](http://www.ci.valdez.ak.us); documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

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

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

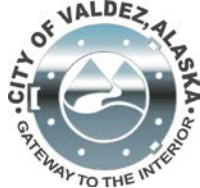
Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid as required by AS 36.05.070.

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

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

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

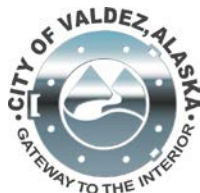
Advertising Dates: March 17, 2017 – April 7, 2017. Newspaper advertising dates: March 22, 29, April 5, 2017.



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

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506 / Contract Number: 1294**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	1	LS	N/A	
2	All labor required for new floor and door modification	1	LS	N/A	
3	All materials required for new floor and door modification	1	LS	N/A	
4	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	1	LS	N/A	
Additive Alternates					
AA #1	Abate existing floor and prep for new floor installation on the concrete slab	1	LS	N/A	



**City of Valdez  
Special Provisions**

**Project: VHS Gym Floor Replacement  
Project Number: 16-310-9506/ Contract Number: 1294**

**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:

- Installation of new wood floor on top of the existing gym flooring.
- Removal and reinstallation of the existing bleachers and wall mounted equipment to support new flooring installation.
- Existing door modification and refinishing.
- New wood sports flooring installation with internal ramps up to playing surface. To include new game lines and center court mascot.

**Alternate Bid(s)**

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

- Abate the existing floor. Prep the concrete for installation of the new floor.

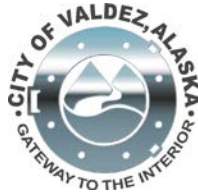
**SP 03 Time of Completion**

All work shall be completed in accordance with the Contract Documents by July 26, 2017.

Liquidated damages will be assessed in the sum of one hundred dollars (\$100.00) 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





**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**

Lead paint is present. Abatement of the existing floor is required if Additive Alternate 1 is awarded. This existing floor contains high levels of mercury.

The contractor is responsible for all costs associated with proper and legal disposal of the waste and debris.

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.

Staging area will be behind (just north) of the high school gym. Contractor will need to verify staging area is still available and receive approval from the City.

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

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

#### **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**

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. Contractor shall notify the City of any claims of damage, and shall clean and restore any

## **SECTION 01 23 00 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**


- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

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

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 09 64 66 – WOOD ATHLETIC FLOORING, for flooring installations incorporating products specified in the Section.
  - 2. SECTION 09 65 13 – RESILIENT BASE AND ACCESSORIES, for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
  - 3. SECTION 09 65 66 – RESILIENT ATHLETIC FLOORING, for athletic flooring.

- 
- 4. **SECTION 02 08 10 – CHEMICAL HAZARDS – For gym flooring abatement to be scheduled as an Additive Alternate in this section.**

#### **1.4 DEFINITIONS**

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

---

**1.5 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION****3.1 SCHEDULE OF ALTERNATES**

~~A. Alternate No. 1 – Flooring Substitution: Work includes the following:~~

- ~~1. Provide Flooring Type 1 in lieu of Type 2 in the following rooms, Elect 192, Storage 193, Storage 194, Elect 195, Storage 196 & Storage 198.~~

**B. Alternate No. 1 – Flooring Modification: Work includes the following:**

- 1. Remove and abate existing gym flooring. Provide Additive Alternate #1 - Flooring Type 1 per drawings.**

**END OF SECTION 01 23 00**

## **SECTION 09 64 66 – WOOD ATHLETIC FLOORING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Wood athletic flooring.
  - 2. Accessories for wood athletic flooring.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following
  - 1. SECTION 09 65 13 – RESILIENT BASE AND ACCESSORIES, for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
  - 2. SECTION 09 65 66 – RESILIENT ATHLETIC FLOORING, for athletic flooring.

#### **1.4 REFERENCES**

- A. MFMA - Maple Flooring Manufacturers Association
- B. DIN 108032 (part 2) - Performance Test
- C. ASTM F2772 - Athletic Performance Properties of Indoor Sports Floor Systems
- D. FSC – Forest Stewardship Council

#### **1.5 SUBMITTALS**

- A. Specification and Drawings
  - 1. Submit Robbins Sportwood Ultra Star specification sheet.
  - 2. Submit Robbins Sportwood Ultra Star drawings as required.
  - 3. Submit certification that floor system to be provided has been tested by an independent agency verifying the flooring system meets or exceeds all six of the minimum standards as established by DIN 18032, part 2

B. Sample

1. Submit one (1) sample of Sportwood Ultra Star.

C. Concrete Guidelines

1. Submit MFMA Recommendations for correct preparation, finishing and testing of concrete subfloor surfaces to receive wood flooring.

D. Maintenance Guidelines

1. Submit copy of Maintenance Instructions.

**1.6 QUALITY ASSURANCE**

- A. The manufacturer shall have experience in the field and have been in business for a minimum of ten (10) years.
- B. Installer shall have performed installations of the same scale in the last three years.
- C. Installer to be recognized and approved by the athletic flooring manufacturer and field personnel shall be trained by supplier on proper installation and finishing process.

**1.7 DELIVERY, STORAGE, AND HANDLING**

A. Delivery of Materials

1. Materials shall not be delivered, stored or installed until all masonry, door and painting work is complete. Room temperature of 55-80 degrees Fahrenheit (13 to 27 degrees Celsius) and relative humidity of 35-50 % are to be maintained. Ideal installation/storage conditions are the same as those that will prevail when building is occupied
2. Materials shall not be stored at the installation location if the moisture content of the concrete slab exceeds 4% or vapor transmission exceeds 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters) using a calcium chloride test or the In-Slab relative humidity level for the concrete slab is 80% or lower before installation.

**1.8 SITE CONDITIONS**

- A. General Contractor is responsible to ensure slab is clean and free of all dirt and debris prior to floor installation beginning.

- B. Permanent heat, light and ventilation shall be installed and operating during and after installation. Maintain a temperature range of 55 to 80 degrees Fahrenheit and a relative humidity range of 35 to 50%. Consult MFMA guidelines for further information.
- C. After floors are finished, area to be kept locked by general contractor to allow curing time for the finish. If after required curing time general contractor or owner requires use of gym, he shall protect the floor by covering with non-fibred kraft paper or red rosin paper with taped joints, until acceptance by owner (or owner's agent) of complete gymnasium floor.

## 1.9 WARRANTY

- A. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.
- B. Robbins, Inc. hereby warrants the Sportwood Ultra Star material to be free from manufacturing defects for a period of 1 year. This warranty is in lieu of all other warranties, expressed or implied including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Robbins. In the event of breach of any warranty, the liability of Robbins shall be limited to repairing or replacing Sportwood Ultra Star material and system components supplied by Robbins and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential.

## PART 2 - PRODUCTS

### 2.1 WOOD ATHLETIC FLOORING (DRAWING DESIGNATION "TYPE 1") BASE BID

- A. Manufacturer: Sportwood Ultra Star Floor System, by Robbins, Inc. Or approved Equal.
- B. Vapor Barrier

- 1. 6-mil polyethylene.

#### C. Resilient Pads

- 1. Robbins 7/16" (11mm) ZERO / G PAD

#### D. Subfloor

- 1. Two layers of 15/32" (12mm) thick OSB, 4' x 8' (1.22m x 2.44m) Exposure 1,

APA Rated Sheathing.

E. Maple Flooring Manufacturers Association(MFMA) Wood Flooring. Flooring shall be MFMA grade marked as manufactured by Robbins.

1. Specie: Northern Hard Maple
2. Seasoning: Kiln Dried
3. Maple Type: MFMA Parquet
4. Matching: Square Edge
5. Grain: Edge Grain
6. Thickness: 7/16” (11mm)
7. Width: .818” (21mm) width fillets
8. Length: 9” (22.9cm)
9. Grade: 2nd and Better
10. Factory Finish: Unfinished
11. Certified Wood: Non FSC
12. Pattern: Straight lay

F. Fasteners

1. Elastomeric Sportwood Adhesive (one-part urethane). No two-part adhesives are acceptable. Poly-vinyl acetate (PVA) or chlorinated solvent adhesives shall not be substituted
2. 1” length, 7/16” (11mm) crown, coated staples or equivalent.
3. Construction adhesive, PL400 or equivalent.

G. Finishing materials

1. MFMA approved oil-modified Sealer
2. MFMA approved oil-modified Finish

H. Gamelines

1. Gameline paint(s) shall be recommended by the finishing materials manufacturer, and must be compatible with the finish.

I. Perimeter

1. 3" x 4" ventilating type. Color: Black

**2.2 WOOD ATHLETIC FLOORING (DRAWING DESIGNATION "TYPE 1") ADDITIVE  
ALTERNATE #1**

- A. Manufacturer: Sportswood Ultra Star Floor System, by Robbins, Inc. Or Approved Equal.
- B. Vapor Barrier

2. 6-mil polyethylene.

**C. Resilient Pads**

2. Robbins 7/16" (11mm) Bio-Pad

D. Subfloor

2. Two layers of 15/32" (12mm) thick OSB, 4' x 8' (1.22m x 2.44m) Exposure 1, APA Rated Sheathing.

- E. Maple Flooring Manufacturers Association(MFMA) Wood Flooring. Flooring shall be MFMA grade marked as manufactured by Robbins.

13. Specie: Northern Hard Maple

14. Seasoning: Kiln Dried

15. Maple Type: MFMA Parquet

16. Matching: Square Edge

17. Grain: Edge Grain

18. Thickness: 7/16" (11mm)

19. Width: .818" (21mm) width fillets

20. Length: 9" (22.9cm)

21. Grade: 2nd and Better



22. Factory Finish: Unfinished

23. Certified Wood: Non FSC

24. Pattern: Straight lay

F. Fasteners

4. Elastomeric Sportwood Adhesive (one-part urethane). No two-part adhesives are acceptable. Poly-vinyl acetate (PVA) or chlorinated solvent adhesives shall not be substituted

5. 1" length, 7/16" (11mm) crown, coated staples or equivalent.

6. Construction adhesive, PL400 or equivalent.

G. Finishing materials

3. MFMA approved oil-modified Sealer

4. MFMA approved oil-modified Finish

H. Gamelines

2. Gameline paint(s) shall be recommended by the finishing materials manufacturer, and must be compatible with the finish.

I. Perimeter

2. 3" x 4" ventilating type. Color: Black

**PART 3 - EXECUTION**

**3.1 INSPECTION**

A. Inspect concrete slab for proper tolerance and dryness, and report any discrepancies to the owner and architect in writing. Slab will be level to within 1/8" (3mm) in a 10' (3m). Moisture content of the concrete slab shall not exceed 80% in accordance to an In-Slab Relative Humidity test or shall not exceed 4% or 4.5 pounds per 1,000 square feet (2.20 kg per 100 square meters) vapor transmission or 80% or lower on In-Slab relative humidity test.

B. All work required to put the concrete subfloors in acceptable condition shall be the responsibility of the general contractor.

C. Subfloor shall be broom cleaned by general contractor.

- D. Installer shall document all working conditions provided in General Specifications prior to commencement of installation.

### 3.2 INSTALLATION

#### A. Vapor Barrier

- 1. Install polyethylene with joints lapped a minimum of 6" (150mm) and turned up 4" (100mm) at the walls.

#### B. Subfloor

- 1. Install Robbins shock absorbing pads per manufacturer's recommendations.
- 2. Install the lower subfloor perpendicular to the intended finish flooring direction. All joints shall be staggered 4' and spaced 1/8" (3mm) apart.
- 3. Install solid blocking at doorways, under bleachers in the stacked position, and below portable goals.
- 4. Install Bleacher Blocking per manufacturer's recommendations.
- 5. Install the upper subfloor diagonal to the lower subfloor panels staggering joints 4' and spacing 1/8" (3mm) apart. Secure these panels using adhesive(Double Box X pattern) and 1" (25mm) staples placed 6" (150mm) On Center (O.C.) at panel perimeter and 12" (300mm) O.C. throughout interior.

#### C. Flooring

- 1. Trowel on Robbins Sportwood adhesive. Approximately 50 square feet (4.6 square meters) per gallon.
- 2. Install Robbins Sportwood maple flooring in Robbins Sportwood adhesive, laying in specified pattern end to end.
- 3. Robbins Sportwood shall be laid with fine hairline joints. Provide 2" (50mm) expansion void at perimeter and at all vertical obstructions

#### D. Gamelines

- 1. Mix two component line striping paint in accordance with supplier's instructions.
- 2. Line painting should be in accordance with supplier's directions.
- 3. Color of game lines shall be chosen from manufacturer's standard colors.

### 3.3 FINISHING

#### A. Gymnasiums (delete if not applicable)

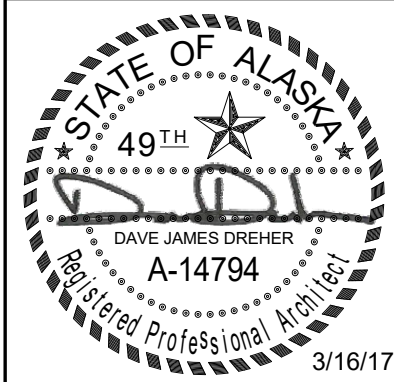
- 1. Apply specified combination of seal, gameline paint, and finish in accordance with manufacturer's instructions.
- 2. Buff and vacuum and/or tack between each coat after it dries.
- 3. Apply game lines accurately after the buffing and vacuuming the coated surfaces. Game lines shall be painted between seal coats and finish coats. Layout in accordance

with drawings. For game lines, use current rules of association having jurisdiction.  
Lines shall be straight with sharp edges in colors selected by architect.

### **3.4 PROTECTION**

- A. Protect athletic flooring during remainder of construction period to allow it to cure and to ensure flooring and finish are without damage or deterioration at the time of Substantial Completion.

**END OF SECTION 09 64 66**



**Burkhart Craft**  
ARCHITECTS LLC  
880 N Street Suite 302 | Anchorage Alaska 99501  
T: 907.929.9334 | www.burkhart-craft.com

CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE:	03/16/17
DRAWN:	BJN
CHECKED:	DJD
PROJECT:	1704
DRAWING TITLE:	GYM DEMOLITION PLAN
REVISIONS:	ADDENDUM #2
SHEET NO:	<b>A1.1</b>

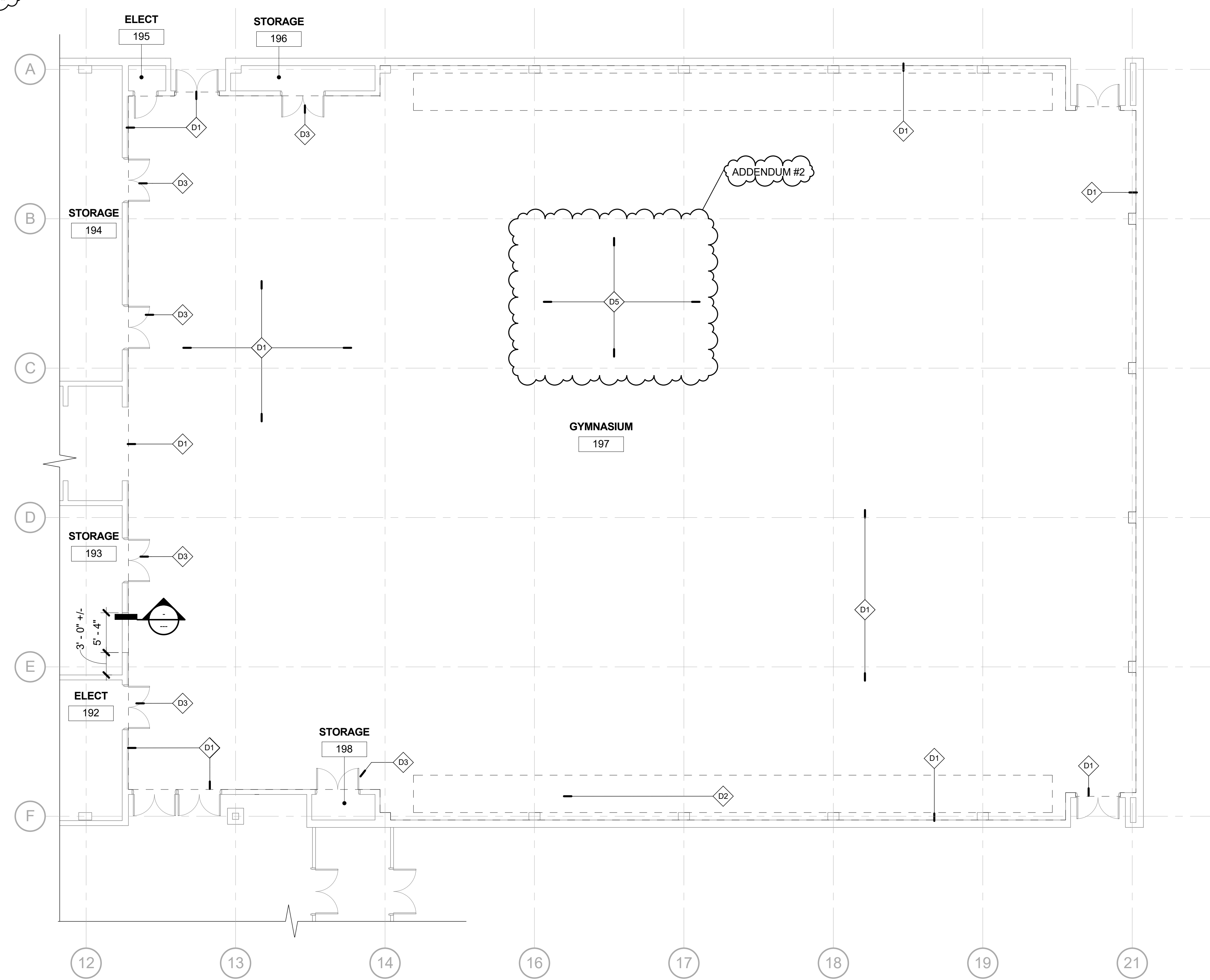
**DEMOLITION KEYNOTES:**

- D1 REMOVE EXISTING ATHLETIC FLOORING AND BASE SYSTEM COMPLETE - REMOVE DEBRIS AND/OR ADHESIVE - CLEAN AND PREPARE SLAB TO RECEIVE NEW ATHLETIC FLOORING SYSTEM - ADDITIVE ALTERNATE #1
- D2 REMOVE BLEACHER SYSTEM AND STORE FOR RE-INSTALLATION FOLLOWING COMPLETION OF NEW ATHLETIC FLOORING SYSTEM
- D3 REMOVE HOLLOW METAL DOOR(S) - PROVIDE 2" NOMINAL UNDERCUT
- D5 PREP (E) FLOORING FOR INSTALLATION OF (N) WOOD FLOORING OVER (E) - BASE BID

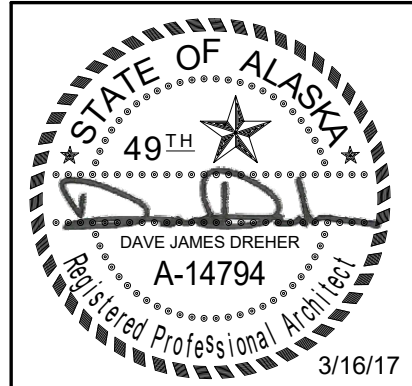
ADDENDUM #2

ADDENDUM #2

ADDENDUM #2



**1 GYM DEMOLITION PLAN**  
1/8" = 1'-0"



**Burkhart Craft**  
ARCHITECTS LLC  
880 N Street Suite 302 | Anchorage Alaska 99501  
T: 907.929.9334 | www.burkhart-craft.com

CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17

DRAWN: BJN

CHECKED: DJD

PROJECT: 1704

DRAWING TITLE:  
GYM FLOOR PLAN

REVISIONS:  
ADDENDUM #2

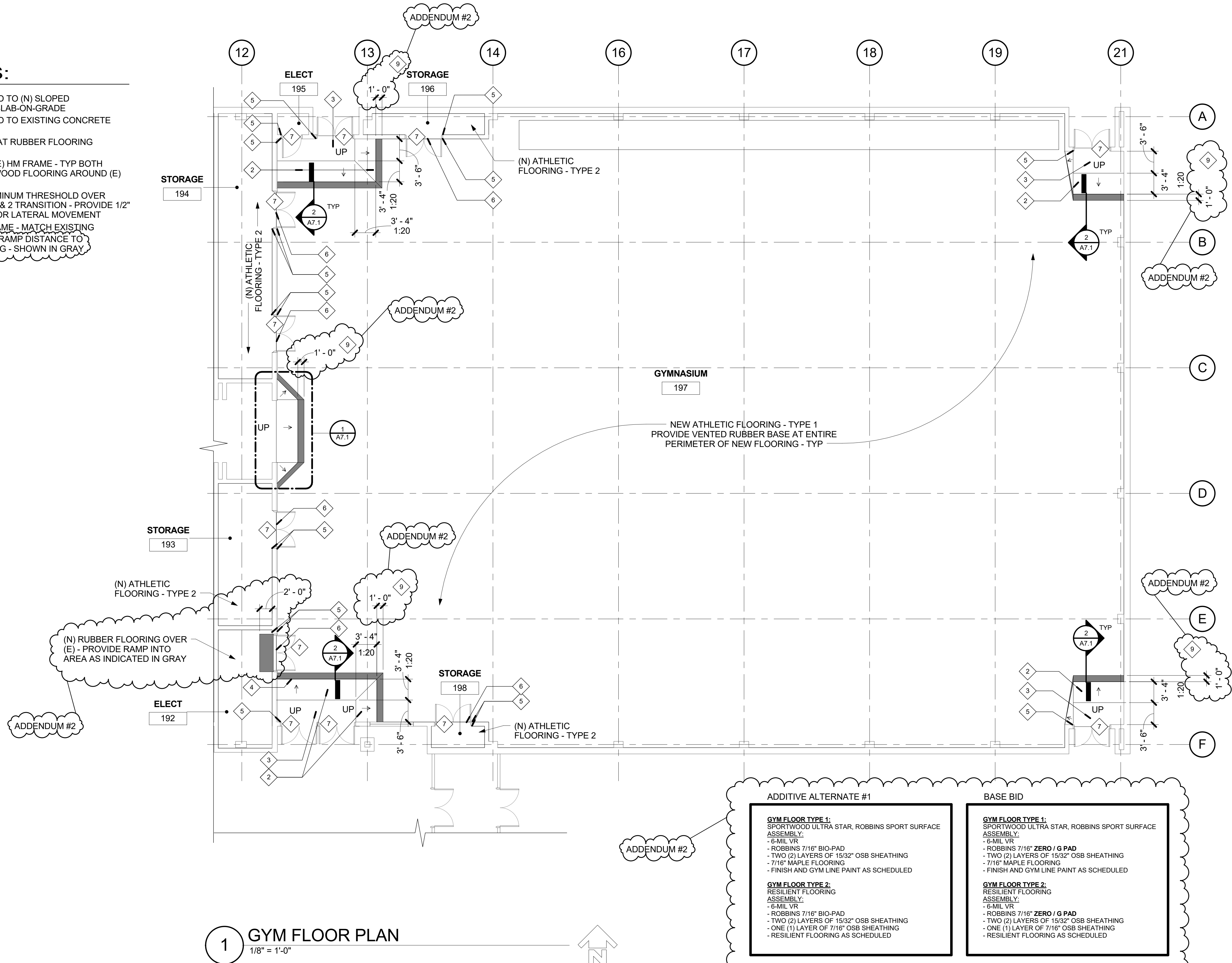
SHEET NO:

**A2.2**

**KEYNOTES:**

- 2 RUBBER FLOORING ADHERED TO (N) SLOPED CAST-IN-PLACE CONCRETE SLAB-ON-GRADE
- 3 RUBBER FLOORING ADHERED TO EXISTING CONCRETE SLAB-ON-GRADE
- 4 RUBBER TRANSITION STRIP AT RUBBER FLOORING TERMINUS - TYP
- 5 TERMINATE WALL BASE AT (E) HM FRAME - TYP BOTH SIDES OF OPENING - COPE WOOD FLOORING AROUND (E) H.M. FRAME (REMAINS)
- 6 PROVIDE 1-PIECE 2 1/2" ALUMINUM THRESHOLD OVER ATHLETIC FLOORING TYPE 1 & 2 TRANSITION - PROVIDE 1/2" SPACE BETWEEN FLOORS FOR LATERAL MOVEMENT
- 7 (N) PNT @ (E) DOOR AND FRAME - MATCH EXISTING
- 8 BASE BID - ADD ADDITIONAL RAMP DISTANCE TO ACCOMMODATE (E) FLOORING - SHOWN IN GRAY

ADDENDUM #2



**End of Addendum**



**CITY OF VALDEZ**  
**Project Title: VHS Gym Floor Replacement**  
**Project No.: 16-310-9506**  
**Contract No.: 1294**

**TO: All Recipients**

**Date: April 7, 2017**

**SUBJECT: Addendum No.3**

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:

**Changes:**

Under the base bid, abatement of the existing floor is required at all ramp areas.

The bid opening date has been extended to **2PM April 10, 2017.**

**End of Addendum**

Summary of Proposals Received				Project: 17-350-1701											
Bid Opening				Contract No. 1270											
Date:	April 5, 2017 at 2:00pm			Project No. Clinic Sidewalk Replacement											
Place:	Capital Facilities Conference Room			Prosser-Dagg Construction Company, LLC		Zastrow Enterprises, Inc.									
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	1	LS	N/A	\$1,750.00	N/A	4,200.00								
2	Underground Utilities Locate	1	LS	N/A	\$250.00	N/A	1,800.00								
3	Unusable Excavation	45	CY	55.00	\$2,475.00	10.80	486.00								
4	Type II-A Classified Fill and Backfill	40	CY	80.00	\$3,200.00	33.00	1,320.00								
5	Leveling Course	10	CY	170.00	\$1,700.00	48.00	480.00								
6	Remove Existing Sidewalk or Concrete Apron	48	CY	55.00	\$2,640.00	13.20	633.60								
7	Remove Existing Curb and Gutter	85	LF	24.00	\$2,040.00	4.80	408.00								
8	Remove Existing Pavement	18	SY	70.00	\$1,260.00	120.00	2,160.00								
9	P.C.C. Curb and Gutter (Type 1 or 3)	45	LF	136.98	\$6,164.10	126.80	5,706.00								
10	P.C.C. Sidewalk 5" thick	33	CY	200.00	\$6,600.00	239.40	7,900.20								
11	P.C.C. ADA Curb Ramp with Detectable Warning Panels	28	SY	200.00	\$5,600.00	239.40	6,703.20								
12	Joint Sealant	116	LF	4.00	\$464.00	10.78	1,250.48								



Summary of Proposals Received				Project: 17-350-1701							
Bid Opening				Contract No. 1270							
Date: April 5, 2017 at 2:00pm				Project No. Clinic Sidewalk Replacement							
Place: Capital Facilities Conference Room				Prosser-Dagg Construction Company, LLC		Zastrow Enterprises, Inc.					
13	A.C. Pavement (Class D, 2" thickness)	13	SY	550.00	\$7,150.00	180.00	2,340.00				
14	Painted Traffic Markings	1	LS	N/A	\$3,000.00	N/A	4,800.00				
15	Field engineering, submittals, shop & record drawings, and close-out punchlist	1	LS	N/A	\$400.00	N/A	1,000.00				
	Addendum(s) Acknowledged			✓		✓					
	Bid Bond			✓		✓					
	Alaska Business License			✓		✓					
	Alaska Contractor License			✓		✓					
	Total Base Bid			\$44,693.10		\$41,187.48					
The bid totals are subject to correction after the bids have been completely reviewed.											
Totals have been reviewed		<div>X</div>		I hereby certify that the above is a true and correct summary of proposals received.							
Totals have been corrected		<div></div>		<div>Kevin R. Patton</div> Project Manager							

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: Clinic Sidewalk Replacement

Project Number: 17-350-1701

Contract Number: 1270

Cost Code: 350-0310-55000.1701

Issued for Construction

Date: March 10, 2017



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

Project Manager:  
Jennifer Patton

Construction Plan Set Completed By:

**City of Valdez**  
**PO Box 307**  
**212 Chenega Avenue**  
**Valdez, AK 99686**



**City of Valdez  
Contract Documents**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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**City of Valdez  
Invitation to Bid**

**Date: March 10, 2017**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

This project includes, but is not necessarily limited to:

**Demolish and replace approximately 85 LF of sidewalk, curb and gutter, and curb ramp.**

Engineers Estimate for construction under \$50,000.00.

Sealed bids will be accepted until 2:00pm local time on April 5, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read 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 March 22, 2017 at 2:00pm.

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 website at [www.ci.valdez.ak.us](http://www.ci.valdez.ak.us); documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above 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 "Standard Specifications and Standard Details" shall be used. An electronic copy is available from the City of Valdez website at <http://www.ci.valdez.ak.us> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez  
Instructions to Bidders**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

**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, including any amendment of withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered. The bid will be returned unopened. Conditioned or qualified bids unless requested will be considered nonresponsive.

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ  
CLINIC SIDEWALK REPLACEMENT  
PROJECT NO. 17-350-1701  
CONTRACT NO. 1270  
DATE OF BID OPENING: APRIL 5, 2017

CAPITAL FACILITIES DIRECTOR  
CITY OF VALDEZ  
300 AIRPORT ROAD, SUITE 201  
P.O. BOX 307  
VALDEZ, AK 99686

### 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.

**Modification by facsimile of bids already submitted will be considered if received before the bid opening time noted in the Invitation for Bid or the addenda. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. All addenda must be acknowledged prior to the bid opening; facsimile acknowledgement is acceptable for all addenda issued as long as an original completed form was provided within your sealed bid. Facsimile modifications shall not reveal the total amount of the original or revised bid.**

Facsimile number to use is (907) 835-5574.



## **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. Addenda Acknowledged 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 intent to award.

- A. Contract Bond (Payment Bond: See Bonding Requirements below)
- B. Contract Bond (Performance Bond: See Bonding Requirements below)
- C. Certificate of Insurance naming City of Valdez as an "Additional Insured"
- D. Proof of Current Registration if a corporation
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form

## **9. Bonding Requirements**

### **A. Bid Security**

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

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

The Bid Security or Bid Bond shall be issued for five percent (5%) of the bid amount.

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



## B. Contract Payment Bond

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

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

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

## C. Contract Performance Bond

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

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

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

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

## 10. Bidder Qualifications

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

## 11. Withdrawal of Bids

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





## **12. Bidders Interested in More than One Bid**

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

## **13. Rejection of Bids**

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

## **14. Hiring of Local Labor**

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

## **15. Local Bidder Preference**

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

### **Section 2.80.020 Definitions**

“Local bidder” means a business who:

1. 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:
  - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
  - b. Has advertised a local mailing or street address and local phone number for the business in a manner reasonably accessible to city residents;
  - c. Has current state business licenses and city business registrations;
  - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

### **Section 2.80.060D Competitive Procurement Procedure**

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 having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



## **16. Award of Bid**

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

## **17. Pre-Bid Conference**

A non-mandatory Pre-Bid Conference will be held March 22, 2017, 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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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 _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



**City of Valdez  
Bid Schedule  
Page 1 of 3**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	1	LS	N/A	
2	Underground Utilities Locate	1	LS	N/A	
3	Unusable Excavation	45	CY		
4	Type II-A Classified Fill and Backfill	40	CY		
5	Leveling Course	10	CY		
6	Remove Existing Sidewalk or Concrete Apron	48	SY		
7	Remove Existing Curb and Gutter	85	LF		
8	Remove Existing Pavement	18	SY		
9	P.C.C. Curb and Gutter (Type 1 or 3)	45	LF		
10	P.C.C. Sidewalk 5" thick	33	SY		



**City of Valdez  
Bid Schedule  
Page 2 of 3**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	P.C.C. ADA Curb Ramp with Detectable Warning Panels	28	SY		
12	Joint Sealant	116	LF		
13	A.C. Pavement (Class D, 2" thickness)	13	SY		
14	Painted Traffic Markings	1	LS	N/A	
15	Field engineering, submittals, shop & record drawings, and close-out punchlist	1	LS	N/A	



**City of Valdez  
Bid Schedule  
Page 3 of 3**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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 \_\_\_\_\_, 201\_\_\_\_

BIDDER:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorizing Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

CORPORATE SEAL

\_\_\_\_\_  
Federal I.D. or S.S.N.

ATTEST:

\_\_\_\_\_  
Signature of Corporate Sec.

\_\_\_\_\_  
Print Name



**City of Valdez  
Bid Bond**

**KNOW ALL MEN BY THERE PRESENTS**, that we

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

as Principal, hereinafter called the Principal, and

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

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

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

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

Dollars (\$ \_\_\_\_\_),

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

Whereas, the Principal has submitted a bid for

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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

Signed and sealed this \_\_\_\_\_ day or \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)



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

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

---

This agreement is made \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and (**Contractor**) doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice To Proceed and to complete all work in accordance with the contract documents and addendums within Forty-Five (45) calendar days of the Notice to Proceed. 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 Two Hundred Fifty dollars (\$250.00) 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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

---

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

**Contractor**

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attested:**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City, State, Zip Code

**Recommended:**

\_\_\_\_\_  
Federal I.D. or S.S.N.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Capital Facilities Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form:

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Attorney for the City of Valdez



# City of Valdez Non-Collusion Affidavit

**Project: Clinic Sidewalk Replacement**  
**Project Number: 17-350-1701 / Contract Number: 1270**

(to be executed prior to award)

[illegible]

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: Clinic Sidewalk Replacement**  
**Project Number: 17-350-1701 / Contract Number: 1270**

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

Signature

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission Expires:\_\_\_\_\_



**City of Valdez  
Performance Bond**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

**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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

in accordance with Drawings and Specifications prepared by

**City of Valdez  
PO Box 307  
212 Chenega Avenue  
Valdez, AK 99686**

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



**City of Valdez  
Performance Bond**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)



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

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

in accordance with Drawings and Specifications prepared by

**City of Valdez  
PO Box 307  
212 Chenega Avenue  
Valdez, AK 99686**

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



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

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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 \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)



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

**Project: Clinic Sidewalk Replacement**  
**Project Number: 17-350-1701 / Contract Number: 1270**

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,\_\_\_\_\_, 201\_\_.

CONTRACTOR

CITY OF VALDEZ, OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Capital Facilities Director

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REMARKS: \_\_\_\_\_  
\_\_\_\_\_





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

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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 of 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: Clinic Sidewalk Replacement**  
**Project Number: 17-350-1701 / Contract Number: 1270**

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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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SP 02	Scope of Work
SP 03	Time of Completion
SP 04	Special Site Conditions
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SP 06	Coordination and Schedule
SP 07	Site Preservation Restoration and Cleanup
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**City of Valdez  
Special Provisions**

**Project: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

**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:

Demolish and replace approximately 85 SF of sidewalk and curb ramp.

**Alternate Bid(s)**

The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

There are no alternate bid items.

**SP 03 Time of Completion**

All work shall be completed in accordance with the Contract Documents within 45 calendar days of the date of the written Notice to Proceed.

Liquidated damages will be assessed in the sum of Two Hundred and Fifty dollars (\$250.00) 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**

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 or to the C&D pit on Haul Road. The Baler is located approximately 5 miles out of town, and the C&D pit is located approximately 6 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.



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

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

#### **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**

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. 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. Contractors shall be responsible for all associated clean up 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 drawing titled "Clinic Sidewalk Replacement". These drawings are by reference included herein.



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

**Project: Clinic Sidewalk Replacement**  
**Project Number: 17-350-1701 / Contract Number: 1270**

Division 10                      Standard General Provisions

**Article 7.5    Progress Payments**

Add the following:

Any request for payments for work accomplished within the calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>) must be received by the city no later than January 31<sup>st</sup> of the following year. Failure to provide a request for payment by Jan. 31<sup>st</sup> for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31<sup>st</sup> 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 1<sup>st</sup> to December 31<sup>st</sup>) must be received by the city no later than January 31<sup>st</sup> of the following year. Failure to provide a request for final payment by January 31<sup>st</sup> for work accomplished the previous year will delay payment. Failure to provide a request for payment by January 31<sup>st</sup> 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: Clinic Sidewalk Replacement  
Project Number: 17-350-1701 / Contract Number: 1270**

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>



A photograph of two construction workers in safety gear (hard hats, high-visibility vests, and work clothes) working on a construction site. They are positioned behind a large, grey concrete block wall. One worker is wearing a white hard hat and the other an orange one. They are both looking down at the blocks. In the background, an orange excavator is visible, and the ground is uneven and rocky. The title text is overlaid on a yellow and blue banner at the top of the image.

# Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016  
Issue 32



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THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Labor and  
Workforce Development**

Office of the Commissioner

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

April 1, 2016

**TO ALL CONTRACTING AGENCIES:**

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2016.

All projects with a final bid date of April 11, 2016, or later, must pay the prevailing wage rates contained in this pamphlet. 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, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink, appearing to read "Heidi Drygas".

Heidi Drygas  
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 the current laws and regulations, please refer to the official codes.

## EXCERPTS FROM ALASKA LAW

*(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)*

### **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.

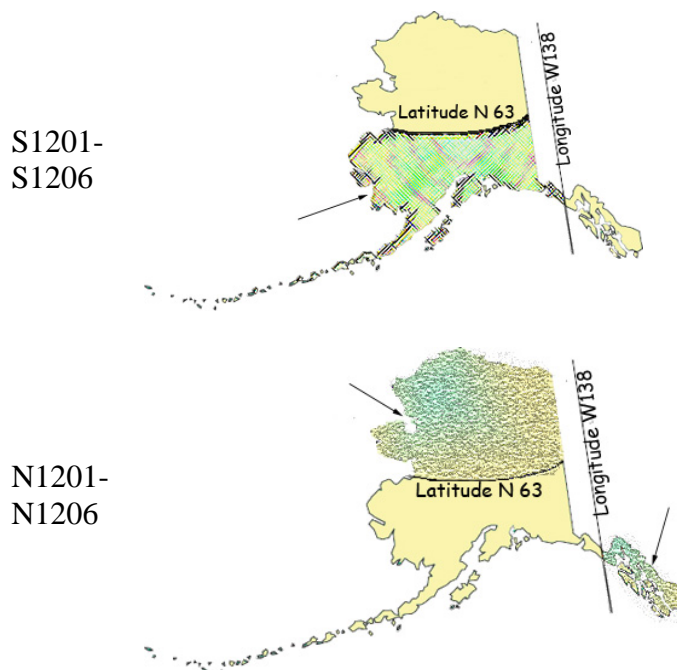
**Sec. 36.05.900. Definition.**

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.

**ADDITIONAL INFORMATION**

**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:



**ACCOMMODATIONS AND PER DIEM**

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

#### **Employer-Provided Camp or Suitable Accommodations**

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the 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 project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

#### **Per Diem**

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers' and Mechanics' Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department's existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

#### **\*\* NEW \*\* APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

Boilermakers	Elevator Constructors & Mechanics	Plumbers and Pipefitters
Bricklayers	Insulation Workers	Roofers
Carpenters	Ironworkers	Sheetmetal Workers
Cement Masons	Laborers	Surveyors



Culinary Workers  
Electricians  
Equipment Operators

Mechanics  
Millwrights  
Painters  
Piledriving Occupations

Sprinkler Fitters  
Truck Drivers  
Tug Boat Workers  
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

### **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 & Safety Division  
Wage and Hour Administration  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: [anchorage.lss-wh@alaska.gov](mailto:anchorage.lss-wh@alaska.gov)

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
1251 Muldoon Road, Suite 113  
Anchorage, AK 99504-2098  
Email: anchorage.lss-wh@alaska.gov

**For *REGULATIONS* information relating to any of the following:**

- ☐ Wage and Hour Title 23 Employment Practices
- ☐ Wage and Hour Title 36 Public Works
- ☐ Employment Agencies
- ☐ Child Labor
- ☐ Employment Preference (Local Hire)
- ☐ Plumbing Code
- ☐ Electrical Code
- ☐ Boiler/Pressure Vessel Construction Code
- ☐ Elevator Code
- ☐ Certificates of Fitness
- ☐ Recreational Devices

**Request any of the following *PUBLICATIONS* by checking below:**

- |  |   |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet   |
| <input type="checkbox"/> Minimum Wage & Overtime Poster              | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster                          | <input type="checkbox"/> Child Labor Pamphlet           |

***PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.***

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ( $.90 \times 4 = 3.6 - .6 = 3$ ). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development**  
**Labor Standards & Safety Division**  
**Wage and Hour Administration**  
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:  
anchorage.lss-wh@alaska.gov

**Juneau**

1111 W. 8<sup>th</sup> Street, Suite 302  
Juneau, Alaska 99801  
Phone: (907) 465-4842

Email:  
juneau.lss-wh@alaska.gov

**Fairbanks**

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

Email:  
fairbanks.lss@alaska.gov

**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

Bengal Groups, LLC  
Mohammed Ali, Individual  
Fry’s Services, LLC  
John Paul Freie, Individual  
Pyramid Audio & Video, Ltd.  
Jeffrey P. Schneider, Individual

November 3, 2017  
November 3, 2017  
November 16, 2017  
November 16, 2017  
June 19, 2018  
June 19, 2018

# 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

						VAC	SAF	
<b>A0101</b>	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	3.00	0.34	72.86

## Bricklayers & Blocklayers

\*\*See note on last page if remote site

						L&M		
<b>A0201</b>	Blocklayer	39.81	9.53	8.50	0.55	0.15	0.43	58.97

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

						L&M		
<b>A0202</b>	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	0.15	0.43	58.97

Cleaner (PCC)

						L&M		
<b>A0203</b>	Marble & Tile Finisher	33.94	9.53	8.50	0.55	0.15	0.43	53.10

Terrazzo Finisher

						L&M		
<b>A0204</b>	Torginal Applicator	37.88	9.53	8.50	0.55	0.15	0.43	57.04

## Carpenters, Statewide

\*\*See note on last page if remote site

						L&M	SAF	
<b>A0301</b>	Carpenter (journeyman)	38.09	9.78	13.61	0.70	0.10	0.15	62.43

Lather/Drywall/Acoustical

## Cement Masons, Region I (North of N63 latitude)

\*\*See note on last page if remote site

						L&M		
<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	0.10		58.01

Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Mason (journeyman)  
Concrete

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Cement Masons, Region I (North of N63 latitude)</b>								
**See note on last page if remote site								
<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18		<b>L&amp;M</b> 0.10	58.01
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>N0402</b>	Group II, including:	37.50	7.43	11.80	1.18		<b>L&amp;M</b> 0.10	58.01
	Form Setter							
<b>N0403</b>	Group III, including:	37.50	7.43	11.80	1.18		<b>L&amp;M</b> 0.10	58.01
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>N0404</b>	Group IV, including:	37.50	7.43	11.80	1.18		<b>L&amp;M</b> 0.10	58.01
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Guniting Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>N0405</b>	Group V, including:	37.75	7.43	11.80	1.18		<b>L&amp;M</b> 0.10	58.26
	Plasterer							
<b>Cement Masons, Region II (South of N63 latitude)</b>								
**See note on last page if remote site								
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18		<b>L&amp;M</b> 0.10	57.76

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

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

\*\*See note on last page if remote site

<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	57.76
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Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Mason (journeyman)  
Concrete  
Concrete Paving  
Curb & Gutter, Sidewalk  
Curing of All Concrete  
Grouting & Caulking of Tilt-Up Panels  
Grouting of All Plates  
Patching Concrete  
Screed Pin Setter  
Spackling/Skim Coating

<b>S0402</b>	Group II, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	57.76
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Form Setter

<b>S0403</b>	Group III, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	57.76
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Concrete Saw (self-powered)  
Curb & Gutter Machine  
Floor Grinder  
Pneumatic Power Tools  
Power Chipping & Bushing  
Sand Blasting Architectural Finish  
Screed & Rodding Machine Operator  
Troweling Machine Operator

<b>S0404</b>	Group IV, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	57.76
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Application of All Composition Mastic  
Application of All Epoxy Material  
Application of All Plastic Material  
Finish Colored Concrete  
Guniting Nozzleman  
Hand Powered Grinder  
Tunnel Worker

<b>S0405</b>	Group V, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>	0.10	58.01
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Plasterer

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VAC=vacation



Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Culinary Workers * See note on last page</b>							
<b>A0501</b>	Baker/Cook	25.67	6.53	6.37		<b>LEG</b> 0.07	38.64
<b>A0503</b>	General Helper	22.62	6.53	6.37		<b>LEG</b> 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
<b>A0504</b>	Head Cook	26.22	6.53	6.37		<b>LEG</b> 0.07	39.19
<b>A0505</b>	Head Housekeeper	23.04	6.53	6.37		<b>LEG</b> 0.07	36.01
	Head Kitchen Help						
<b>Dredgemen</b> **See note on last page if remote site							
<b>A0601</b>	Assistant Engineer	39.26	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
<b>A0602</b>	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.20
<b>A0603</b>	Fireman	38.54	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.64
<b>A0605</b>	Leverman Clamshell	41.79	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	63.89
<b>A0606</b>	Leverman Hydraulic	40.03	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	62.13
<b>A0607</b>	Mate & Boatman	39.26	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	61.36
<b>A0608</b>	Oiler (dredge)	38.54	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.64
<b>Electricians</b>							
<b>A0701</b>	Inside Cable Splicer	39.82	12.19	13.01	0.95	<b>L&amp;M</b> 0.20 <b>LEG</b> 0.15	66.32

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Electricians</b>								
<b>A0702</b>	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	66.23
<b>A0703</b>	Power Cable Splicer	52.27	12.19	18.76	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	84.52
<b>A0704</b>	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	76.38
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	82.72
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	77.75
<b>A0707</b>	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	74.58
<b>A0708</b>	Powderman	48.52	12.19	18.65	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	80.66
<b>A0710</b>	Material Handler	26.15	11.64	4.78	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	43.02
<b>A0712</b>	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	50.85
<b>A0713</b>	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	59.78
<b>A0714</b>	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	63.33
<b>A0715</b>	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	64.52
<b>Elevator Workers</b>								
<b>A0802</b>	Elevator Constructor	36.75	14.43	14.96	0.60	<b>L&amp;M</b> 0.30	<b>VAC</b> 3.35	70.39
<b>A0803</b>	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	<b>L&amp;M</b> 0.30	<b>VAC</b> 5.83	88.62

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VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Heat &amp; Frost Insulators/Asbestos Workers</b>								
**See note on last page if remote site								
<b>A0902</b>	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>A0904</b>	Insulator, Group II	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>A0905</b>	Fire Stop	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>IronWorkers</b>								
**See note on last page if remote site								
<b>A1101</b>	Ironworkers, including:	36.25	7.83	19.25	0.97	L&M	IAF	64.86
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
<b>A1102</b>	Helicopter	37.25	7.83	19.25	0.97	L&M	IAF	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)							
<b>A1103</b>	Fence/Barrier Installer	32.75	7.83	19.00	0.97	L&M	IAF	61.11
	Guard Rail Installer							
<b>A1104</b>	Guard Rail Layout Man	33.49	7.83	19.00	0.97	L&M	IAF	61.85
<b>Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)</b>								
**See note on last page if remote site								
<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	L&M	LEG	56.37
	Asphalt Worker (shovelman, plant crew)							

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

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)  
 Foam Gun or Foam Machine Operator  
 Green Cutter (dam work)  
 Guniting Operator  
 Hod Carrier  
 Jackhammer or Pavement Breaker (more than 45 pounds)  
 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	
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)</b>								
**See note on last page if remote site								
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Welding Certified (in connection with laborer's work)					0.20	0.20	58.27
<b>N1204</b>	Group IIIA	35.18	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Asphalt Raker, Asphalt Belly Dump Lay Down					0.20	0.20	61.55
	Drill Doctor (in the field)							
	Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
<b>N1205</b>	Group IV	19.57	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Final Building Cleanup					0.20	0.20	45.94
	Permanent Yard Worker							
<b>N1206</b>	Group IIIB	38.72	5.00	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Federally Licensed Powderman (Responsible Person in Charge)					0.20	0.20	62.38
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							
<b>Laborers (The area that is south of N63 latitude and west of W138 longitude)</b>								
**See note on last page if remote site								
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
	Asphalt Worker (shovelman, plant crew)					0.20	0.20	56.37
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37

Form Stripper  
General Laborer  
Guardrail Laborer, Bridge Rail Installer  
Hydro-seeder Nozzleman  
Laborer, Building  
Landscape 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	
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

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)  
Foam Gun or Foam Machine Operator  
Green Cutter (dam work)  
Guniting Operator  
Hod Carrier  
Jackhammer or Pavement Breaker (more than 45 pounds)

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

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	
<b>S1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

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

						L&M	LEG	
<b>S1204</b>	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

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)  
Licensed Powderman  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayers  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

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



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

\*\*See note on last page if remote site

<b>S1205</b>	Group IV	19.57	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
						0.20	0.20	45.94

Final Building Cleanup  
Permanent Yard Worker

<b>S1206</b>	Group IIIB	38.72	5.00	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	
						0.20	0.20	62.38

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade,  
Stake Hopper)

### Millwrights

<b>A1251</b>	Millwright (journeyman)	36.49	9.78	11.26	1.00	<b>L&amp;M</b>		
						0.40	0.05	58.98

<b>A1252</b>	Millwright Welder	37.49	9.78	11.26	1.00	<b>L&amp;M</b>		
						0.40	0.05	59.98

### Painters, Region I (North of N63 latitude)

\*\*See note on last page if remote site

<b>N1301</b>	Group I, including:	32.07	7.83	11.10	1.08	<b>L&amp;M</b>		
						0.07		52.15

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

<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	<b>L&amp;M</b>		
						0.07		52.67

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Painters, Region I (North of N63 latitude)</b>							
**See note on last page if remote site							
<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	<b>L&amp;M</b> 0.07	52.67
	Wallpaper/Vinyl Hanger						
<b>N1304</b>	Group IV, including:	37.88	7.83	11.86	1.05	0.05	58.67
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>N1305</b>	Group V, including:	29.51	7.83	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
<b>Painters, Region II (South of N63 latitude)</b>							
**See note on last page if remote site							
<b>S1301</b>	Group I, including :	30.31	7.83	10.85	1.08	<b>L&amp;M</b> 0.07	50.14
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
<b>S1302</b>	Group II, including :	31.56	7.83	10.85	1.08	<b>L&amp;M</b> 0.07	51.39
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
<b>S1303</b>	Group III, including :	31.66	7.83	10.85	1.08	<b>L&amp;M</b> 0.07	51.49
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

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

\*\*See note on last page if remote site

<b>S1304</b>	Group IV, including:	37.88	7.83	11.11	1.08	<b>L&amp;M</b>	0.07	57.97
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Glazier

Storefront/Automatic Door Mechanic

<b>S1305</b>	Group V, including:	29.51	7.83	5.02	0.83	<b>L&amp;M</b>	0.07	43.26
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Carpet Installer

Floor Coverer

Heat Weld/Cove Base

Linoleum/Soft Tile Installer

### Piledrivers

\*\*See note on last page if remote site

<b>A1401</b>	Piledriver	38.09	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	62.43
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Assistant Dive Tender

Carpenter/Piledriver

Rigger

Sheet Stabber

Skiff Operator

<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.09	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	63.43
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<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.40	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	66.74
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Single Atmosphere Suit, Bell or Submersible Pilot

<b>A1404</b>	Diver (working) ***See note on last page	82.20	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	106.54
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<b>A1405</b>	Diver (standby) ***See note on last page	42.40	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	66.74
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<b>A1406</b>	Dive Tender ***See note on last page	41.40	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	65.74
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<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.65	9.78	13.61	0.70	<b>L&amp;M</b>	<b>IAF</b>	67.99
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### Plumbers, Region I (North of N63 latitude)

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25	<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
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Plumber

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

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

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25	<b>L&amp;M</b>	<b>S&amp;L</b>	
						1.10		64.76

Welder

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

<b>S1501</b>	Journeyman Pipefitter	40.00	8.88	11.57	1.25	<b>L&amp;M</b>		
						0.20		61.90

Plumber

Welder

### Plumbers, Region IIA (1st Judicial District)

<b>X1501</b>	Journeyman Pipefitter	37.27	12.72	11.25	2.50	<b>L&amp;M</b>		
						0.24		63.98

Plumber

Welder

### Power Equipment Operators

\*\*See note on last page if remote site

<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00	<b>L&amp;M</b>		
						0.10		62.13

Asphalt Roller: Breakdown, Intermediate, and Finish

Back Filler

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine

Boat Coxswain

Bulldozer

Cableways, Highlines & Cablecars

Cleaning Machine

Coating Machine

Concrete Hydro Blaster

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

(a) Hydralifts or Transporters, (all track or truck type)

(b) Derricks

(c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

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

## Power Equipment Operators

\*\*See note on last page if remote site

							L&M	
<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00	0.10		62.13
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	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)							
	Licensed Line & Grade							
	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							
	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)							
	Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)							
	Sub Grader (Gurries, Reclaimer & similar types)							
	Tack Tractor							
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
	Unlicensed Off-Road Hauler							
	Wate Kote Machine							

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

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

\*\*See note on last page if remote site

<b>A1602</b>	Group IA, including:	41.79	9.95	11.05	1.00	<b>L&amp;M</b>	0.10	63.89
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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, Roto-Mill/Profiler (finish:  
 when finishing to final grade and/or to hubs, or for asphalt)  
 Power Plants (1000 k.w. & over)  
 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

<b>A1603</b>	Group II, including:	39.26	9.95	11.05	1.00	<b>L&amp;M</b>	0.10	61.36
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Boiler - Fireman  
 Cement Hogs & Concrete Pump Operator  
 Conveyors (except those listed in Group I)  
 Grade Checker  
 Hoists on Steel Erection, Towermobiles & Air Tuggers  
 Horizontal/Directional Drill Locator  
 Licensed Grade Technician  
 Locomotives, Rod & Geared Engines  
 Mixers  
 Screening, Washing Plant  
 Sideboom (cradling rock drill, regardless of size)  
 Skidder  
 Trenching Machines (under 16 inches)  
 Water/Waste Water Treatment Operator

<b>A1604</b>	Group III, including:	38.54	9.95	11.05	1.00	<b>L&amp;M</b>	0.10	60.64
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"A" Frame Trucks, Deck Winches  
 Bombardier (tack or tow rig)  
 Boring Machine  
 Brooms, Power  
 Bump Cutter

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

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

\*\*See note on last page if remote site

						L&M		
<b>A1604</b>	Group III, including:	38.54	9.95	11.05	1.00	0.10		60.64

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

						L&M		
<b>A1605</b>	Group IV, including:	32.33	9.95	11.05	1.00	0.10		54.43

Crane Assistant Engineer/Rig Oiler  
Drill Helper  
Parts & Equipment Coordinator  
Spotter  
Steam Cleaner  
Swamper (on trenching machines or shovel type equipment)

## Roofers

\*\*See note on last page if remote site

						L&M		
<b>A1701</b>	Roofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03	58.22

						L&M		
<b>A1702</b>	Roofer Material Handler	29.83	11.75	2.91	0.81	0.10	0.03	45.43

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

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

							L&M	
<b>N1801</b>	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25		67.64

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

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

							L&M	
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33		63.52

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

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



Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Sheet Metal Workers, Region II (South of N63 latitude)</b>							
						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52
	Skylight installation						
<b>Sprinkler Fitters</b>							
						<b>L&amp;M</b>	
<b>A1901</b>	Sprinkler Fitter	43.75	8.77	13.35	0.45	0.25	66.57
<b>Surveyors</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>A2001</b>	Chief of Parties	42.51	9.98	9.99	1.30	0.10	63.88
						<b>L&amp;M</b>	
<b>A2002</b>	Party Chief	40.92	9.98	9.99	1.30	0.10	62.29
						<b>L&amp;M</b>	
<b>A2003</b>	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	0.10	61.69
						<b>L&amp;M</b>	
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	0.10	59.57
						<b>L&amp;M</b>	
<b>A2005</b>	Stake Hop/Grademan	35.27	9.98	9.99	1.30	0.10	56.64
						<b>L&amp;M</b>	
<b>A2006</b>	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	0.10	55.23
<b>Truck Drivers</b>							
**See note on last page if remote site							
						<b>L&amp;M</b>	
<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	0.10	60.66
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						

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

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

\*\*See note on last page if remote site

<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	60.66
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Material Coordinator and Purchasing Agent  
 Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)  
 Semi with Double Box Mixer  
 Tireman, Heavy Duty/Fueler  
 Water Wagon (250 Bbls and above)

<b>A2102</b>	Group 1A including:	40.56	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	61.93
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Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)  
 Jeeps (driver under load)

<b>A2103</b>	Group II, including:	38.03	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	59.40
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All Deltas, Commanders, Rollagons, & similar equipment  
 Boom Truck/Knuckle Truck (over 5 tons)  
 Construction and Material Safety Technician  
 Dump Trucks (including rockbuggy & 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)  
 Lowboys (including attached trailers & jeeps up to & including 8 axles)  
 Mechanics  
 Partsman  
 Ready-mix (over 7 yards up to & including 12 yards)  
 Stringing Truck  
 Super Vac Truck/Cacasco Truck/Heat Stress Truck  
 Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.58
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Batch Trucks (8 yards & up)  
 Boom Truck/Knuckle Truck (up to & including 5 tons)  
 Dump Trucks (including rockbuggy & 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  
 Oil Distributor Driver  
 Thermal Plastic Layout Technician  
 Traffic Control Technician

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Truck Drivers</b>								
**See note on last page if remote site								
<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b>		58.58
	Trucks/Jeeps (push or pull)					<b>L&amp;M</b>		
<b>A2105</b>	Group IV, including:	36.63	9.98	9.99	1.30	<b>L&amp;M</b>		58.00
	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)							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)							
	Dumpster							
	Expeditor (general)							
	Fire Truck/Ambulance Driver							
	Flat Beds, Dual Rear Axle							
	Foam Distributor Truck Dual Axle							
	Front End Loader with Fork							
	Grease Truck							
	Hydro Seeder, Dual Axle							
	Hyster Operators (handling bulk aggregate)							
	Loadmaster (air & water operations)							
	Lumber Carrier							
	Ready-mix, (up to & including 7 yards)							
	Rigger (air/water/oilfield)							
	Semi or Truck & Trailer							
	Tireman, Light Duty							
	Track Truck Equipment							
	Vacuum Truck, Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck, Dual Axle							
	Water Wagon, Semi							
<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	<b>L&amp;M</b>		57.24
	Batch Truck (up to & including 7 yards)							
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							

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

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

\*\*See note on last page if remote site

						L&M		
<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	0.10		57.24

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 Seeders, Single axle  
 Pickups (pilot cars & all light-duty vehicles)  
 Rigger/Swamper  
 Tack Truck  
 Team Drivers (horses, mules, & similar equipment)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	0.20	59.37

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

						L&M	LEG	
<b>N2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	0.20	60.47

Burning & Cutting Torch  
 Certified Erosion Sediment Control Lead (CESCL Laborer)  
 Concrete Laborer  
 Jackhammer  
 Laser Instrument Operator  
 Nozzlemen, Pumpcrete or Shotcrete  
 Pipelayer Helper

						L&M	LEG	
<b>N2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46

Miner  
 Retimberman

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07

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)  
Licensed Powderman  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	0.20	59.37

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

						L&M	LEG	
<b>S2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	0.20	60.47

Burning & Cutting Torch  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Concrete Laborer  
Jackhammer  
Laser Instrument Operator  
Nozzlemen, Pumpcrete or Shotcrete  
Pipelayer Helper

						L&M	LEG	
<b>S2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46

Miner  
Retimberman

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07

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)  
Licensed Powderman  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25

Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

### Tunnel Workers, Power Equipment Operators

\*\*See note on last page if remote site

						L&M	
<b>A2207</b>	Group I	44.03	9.95	11.05	1.00	0.10	66.13

						L&M	
<b>A2208</b>	Group IA	45.97	9.95	11.05	1.00	0.10	68.07

						L&M	
<b>A2209</b>	Group II	43.19	9.95	11.05	1.00	0.10	65.29

						L&M	
<b>A2210</b>	Group III	42.39	9.95	11.05	1.00	0.10	64.49

						L&M	
<b>A2211</b>	Group IV	35.56	9.95	11.05	1.00	0.10	57.66

\* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

\*\* This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

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

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

# TITLE 36 - PUBLIC CONTRACTS



Wage and Hour  
Administration  
Pamphlet 400

Statutes  
Regulations

**November 2011**

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



**ALASKA DEPARTMENT OF LABOR  
& WORKFORCE DEVELOPMENT**

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[labor.alaska.gov/lss/home.htm](http://labor.alaska.gov/lss/home.htm)



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

This pamphlet is set out in two sections. The first section contains the Alaska Statutes (pages 1-16), and the second section contains the Alaska Administrative Code or regulations (pages 17-40). The index of topics on page 41 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: [labor.alaska.gov/lss/forms/Pam400.pdf](http://labor.alaska.gov/lss/forms/Pam400.pdf).

# **TITLE 36. Public Contracts**

## **Wage and Hour Administration Pamphlet 400**

### **Statutes and Regulations**

**November 2011**

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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**ALASKA STATUTES  
TITLE 36. PUBLIC CONTRACTS.**

**Chapter**

- 05. Wages and Hours of Labor (§§ 36.05.005–36.05.110)
- 10. Employment Preference (§§ 36.10.005–36.10.990)
- 15. Alaska Product Preferences (§§ 36.15.010--36.15.020)
- 25. Contractors' Bonds (§§ 36.25.010–36.25.025)
- 95. General Provisions (§ 36.95.010)

**CHAPTER 05. WAGES AND HOURS OF LABOR.**

**Section**

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid, and other information
- 45. Notice of work and completion; withholding of payment

**Section**

- 60. Penalty for violation of this chapter
- 70. Wage rates in specifications and contracts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

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

**Sec. 36.05.005. Applicability.** This chapter applies only to a public construction contract that exceeds \$25,000. (§ 1 ch 28 SLA 2011)

**Sec. 36.05.010. Wage rates on public construction.** A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed whichever occurs first. This process shall be repeated until the contract is completed. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

**Sec. 36.05.020. Basis for determining wage.** A subcontract which 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.** (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 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)

**APPLICABILITY.** This Act applies to public construction if the public construction is subject to AS 36.005 and if the contract for the public construction is entered into on or after the effective date of this Act. In this section, "public construction" has the meaning given in AS 36-95.010. (§ 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
- 06. Statement of purpose
- 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
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- 90. Publication of list of violators
- 100. Penalty
- 120. Investigations and hearings
- 125. Enforcement

### Section

- 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) non-resident 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.** The legislature adopted AS 36.10.010 in response to problems and concerns identified by the findings of facts in AS 36.10.005 to

(1) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state if the purpose of the project includes reducing the unemployment of residents;

(2) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state;

(3) reduce the level of unemployment among residents of the state.  
(§ 1 ch 69 SLA 1985)

**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 by § 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. Duties of commissioner of labor and workforce development.** (a) The commissioner of labor 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. Duties of 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 let after April 24, 1960. (§ 6 ch 177 SLA 1960)

**Sec. 36.10.090. Publication of list of violators.** (a) The commissioner of labor 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 which 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 revenue sharing or public school foundation money. 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 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 Executive Order No. 39, § 11 (1977))

**Sec. 36.10.100. 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 which 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;

(3) *[Repealed by § 46 ch 53 SLA 1973.] (§ 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. 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 revenue sharing or public school foundation money, 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)

**Sec. 36.10.130. Resident hire report.** The attorney general and the commissioner of labor shall report annually to the legislature and 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. (§ 5 ch 33 SLA 1986)

**Sec. 36.10.140. Eligibility for preference.** (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 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 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;

(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; 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)

**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 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. 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. Effect of judicial decisions.** 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

#### **Section**

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

**Section**

- 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.

##### Articles

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

##### Section

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's wage and hour administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503; telephone: (907) 269-4900. The form is also available on the department's website at: <http://labor.state.ak.us/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 another rate is specified in the apprentice training agreement approved by the United States Department of Labor, Bureau of Apprenticeship and Training.

(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)

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. This determination will be published by the department in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. Prevailing wage rates will be periodically revised by the department, 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)

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's Wage and Hour Administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503-4149; telephone: (907) 269-4900. The pamphlet is also available on the department's website at: <http://labor.state.ak.us/lss/lssforms.htm>.



**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
- 69. Determination of peculiar source of unemployment

**Section**

- 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
- 88. Computations regarding hiring preference requirements

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

*8 AAC 30.066. Hiring Preference For Economically Disadvantaged Minority Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)*

*8 AAC 30.067. Hiring Preference For Economically Disadvantaged Female Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)*

**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 36.10.140 AS 36.95.010(4)

**8 AAC 30.073. Determination of Resident Hiring Preferences.** (a) The commissioner will, at least biennially, determine whether an area is a zone of preference under AS 36.10 and this chapter if enough data is available to make that determination.

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

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

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective immediately and apply to all public-funded projects in the zone. (Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.075

**8 AAC 30.078. Resident Hiring Preferences in Overlapping or Multiple Zones.** (a) If two areas are determined to be zones of preference under AS 36.10 and this chapter for the same resident hiring preference, and one of the zones is located entirely within the other, the preference requirements will apply to the larger zone.

(b) As provided in AS 36.10.150 - 36.10.175, if a public-funded project is located in more than one zone, the entire project is subject to the resident hiring preferences in effect in those zones. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

*8 AAC 30.080. Repealed 12/4/76.*

**8 AAC 30.081. Compliance With Preference Requirements.** (a) To comply with AS 36.10.150 - 36.10.175, an employer subject to a resident hiring reference shall meet the relevant resident hire percentage, prescribed under this chapter, for each separate workweek. If an area has been determined to be a zone of preference for more than one type of resident hiring preference, the requirements of each preference apply. An employer may count the hire of an eligible resident toward satisfaction of each preference for which the resident qualifies.

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

and must include a statement of compliance with all resident hiring preferences in effect.

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

(d) An employer subject to a resident hiring preference who is unable to find enough eligible residents may request from the department a waiver to hire an ineligible person for a specific job. The waiver request must be submitted to the department at least seven calendar days before the waiver is required to be considered for approval. Within three working days, the department shall determine whether the contractor's proposed minimum qualifications for the position covered by the waiver request are acceptable. The employer must place an advertisement using at least one public form of statewide advertising, such as a newspaper with statewide circulation, and must request that the Alaska Employment Service post a statewide facilitated recruitment job order through the Alaska Job Center Network. The advertisement and the job order must run for at least three calendar days, and both must

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) 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 36.10.190
	AS 36.10.075	AS 36.10.180	

**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 federal bureau of apprenticeship and training.

(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 29 U.S.C. 1501 - 1781 (Job Training Partnership Act). (Eff. 9/27/87, Register 103)

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

##### **Section**

- 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 the division finds after investigation that probable cause exists for believing that a violation of AS 36.05 or AS 36.10 has occurred, it will attempt to eliminate the unlawful practice by conference and persuasion as follows:

(1) the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 with a copy of the complaint or a description of the alleged violation and inform the respondent of the results of the division's investigation; and

(2) the division will provide an opportunity for an informal conference with the respondent to discuss the matter and attempt to eliminate the alleged violations.

(c) Repealed 1/2/91.

(d) If an alleged violation is not rectified by the informal conference or if the respondent fails to attend the conference without good cause, the division will refer the matter to the attorney general for enforcement under AS 36.05.030(b) or schedule a hearing. (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)

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.

(c) 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

### Section

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; am 3/2/2008, Register 185)

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."

### Section

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 (1980 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 making this determination, the department will use the criteria established by the Alaska Supreme Court in *Jeffcoat v. State*, Dept. of Labor, Sup. Ct. Op. No. 3162 (File No. S-1444), 732 P.2d 1073 (1987). These criteria include

(A) the degree of the alleged employer's right to control the manner in which the work is to be performed;

(B) the alleged employee's opportunity for profit or loss depending upon their managerial skill;

(C) the alleged employee's investment in equipment or materials required for their task, or their employment of helpers;

(D) whether the service rendered requires a special skill;

(E) the degree of permanence of the working relationship; and

(F) whether the service rendered is an integral part of the alleged employer's business.

(14) repealed 8/9/01;

(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. (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)

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 one or more public construction projects to 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;

(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;

(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.

(1) includes work under a limited or full warranty; the services that are normally provided under that warranty to repair a defect or malfunction are not subject to AS 36 even if performed on-site; and

(2) does not include routine daily or periodic maintenance. (Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/24/11, 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 Division of Labor Standards and Safety, 3301 Eagle Street, Suite 301, Anchorage, Alaska 99503-4149.

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LABOR STANDARDS REGULATIONS  
NOTICE REQUEST

If you would like to receive Wage & Hour or Mechanical Inspection publications or regulations information, please indicate below which programs you would like, print your name and mailing address in the space provided, and mail this page to:

Alaska Department of Labor and Workforce Development  
Wage and Hour Administration  
3301 Eagle Street, Suite 301  
Anchorage, Alaska 99503

**For REGULATIONS information relating to any of the following:**

- ☐ Wage & Hour Title 23 Employment Practices
- ☐ Wage & Hour Title 36 Public Works
- ☐ Current Prevailing Wage Rates
- ☐ Employment Agencies
- ☐ Child Labor
- ☐ Employment Preference (Local Hire)
- ☐ Plumbing Code
- ☐ Electrical Code
- ☐ Boiler/Pressure Vessel Construction Code
- ☐ Elevator Code
- ☐ Certificates of Fitness
- ☐ Recreational Devices

**For information on any of the following SEMINARS:**

- ☐ Electrical
- ☐ Plumbing
- ☐ Boiler

**Request any of the following PUBLICATIONS by checking below:**

- |  |   |
|--|---|
| <input type="checkbox"/> Wage & Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet   |
| <input type="checkbox"/> Minimum Wage & Overtime Poster            | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster                        | <input type="checkbox"/> Child Labor Pamphlet           |

**PLEASE NOTE:** DUE TO INCREASED MAILING COSTS AND BUDGET CONSTRAINTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE.

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

OWNER:  
CITY OF VALDEZ  
P.O. BOX 307  
212 CHENEGA AVE.  
VALDEZ, AK 99686

PROPOSED MAJOR MAINTENANCE PROJECT:

**CLINIC SIDEWALK REPLACEMENT**

**VALDEZ MEDICAL CLINIC**

**1001 MEALS AVENUE, VALDEZ, ALASKA**

**PROJECT NO. 17-350-1701**

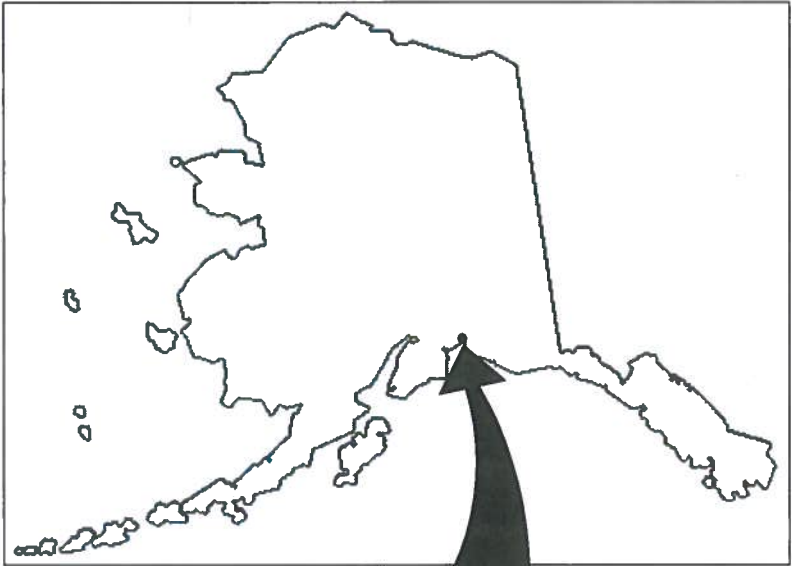
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VALDEZ MEDICAL CLINIC



PROJECT LOCATION



VALDEZ

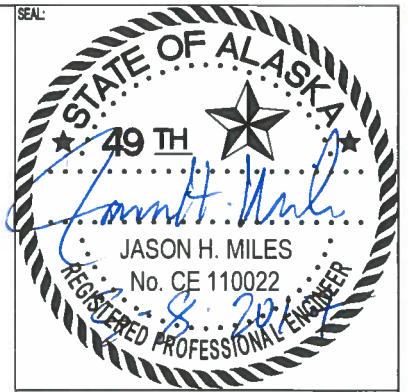
LEGEND:

	EXISTING	PROPOSED
FIRE HYDRANT		
EDGE OF PAVEMENT		
BUILDING LINE		
SIGN		
STRIPING		
DETECTABLE WARNING PANELS		
ASPHALT		

GENERAL NOTES:

1.
- DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED
2.
- ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED
3.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE 2003 CITY OF VALDEZ STANDARD SPECIFICATIONS AND DETAILS





CITY OF VALDEZ  
PO BOX 307  
212 CHENEGA AVE  
VALDEZ, AK 99686



DRAWN BY: JRP  
CHECKED BY: JHM  
DATE: 3-8-2017  
PROJECT NO.: 17-350-1701

### CLINIC SIDEWALK REPLACEMENT

VALDEZ MEDICAL CLINIC  
1001 MEALS AVENUE  
VALDEZ, AK 99686

REVISIONS:

C-1

PROVIDENCE VALDEZ MEDICAL CENTER

VALDEZ MEDICAL CLINIC

END  
CONSTRUCTION

EXISTING ASPHALT  
DRIVE

HOSPITAL  
MAINTENANCE/UTILITIES  
BUILDING

REMOVE EXISTING SIDEWALK,  
CURB & GUTTER, RAMPS, 12" OR 24" OF  
ASPHALT PAVEMENT, AND EXISTING SOIL  
TO APPROPRIATE DEPTH FOR PROPOSED  
SIDEWALK CROSS SECTION DETAIL (3/C2)

REMOVE EXISTING SOIL TO APPROPRIATE  
DEPTH FOR PROPOSED SIDEWALK CROSS  
SECTION DETAIL (3/C2)

BEGIN CONSTRUCTION

SAW CUT 12" FROM EOP

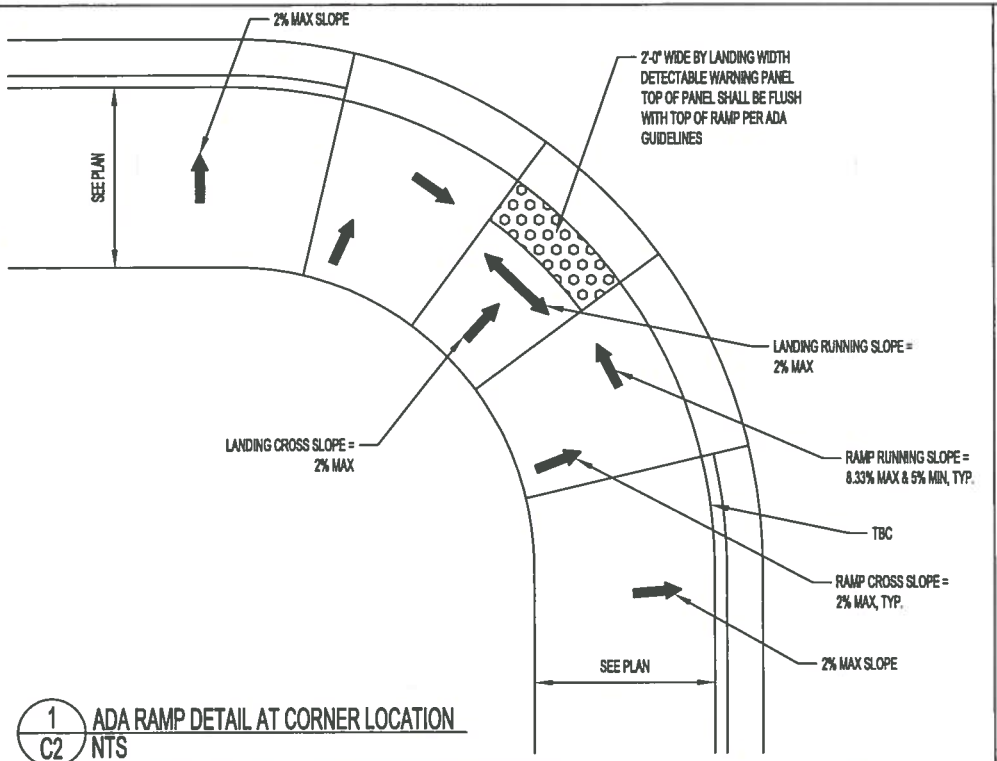
SAW CUT 24" FROM EOP

EXISTING ASPHALT  
DRIVE

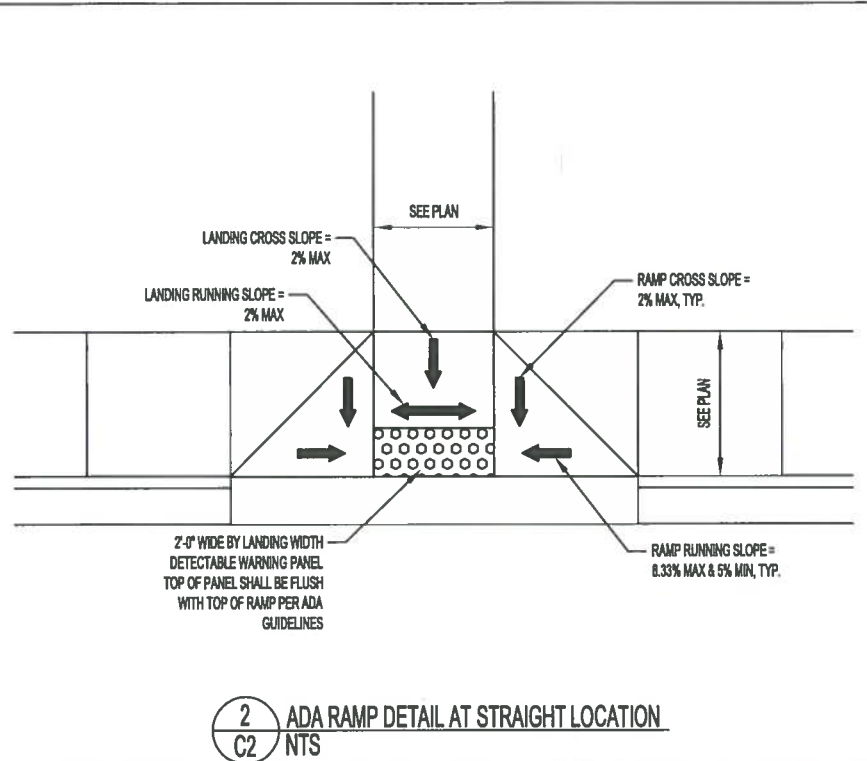
DEMOLITION PLAN

SCALE: 1/16" = 1'-0"

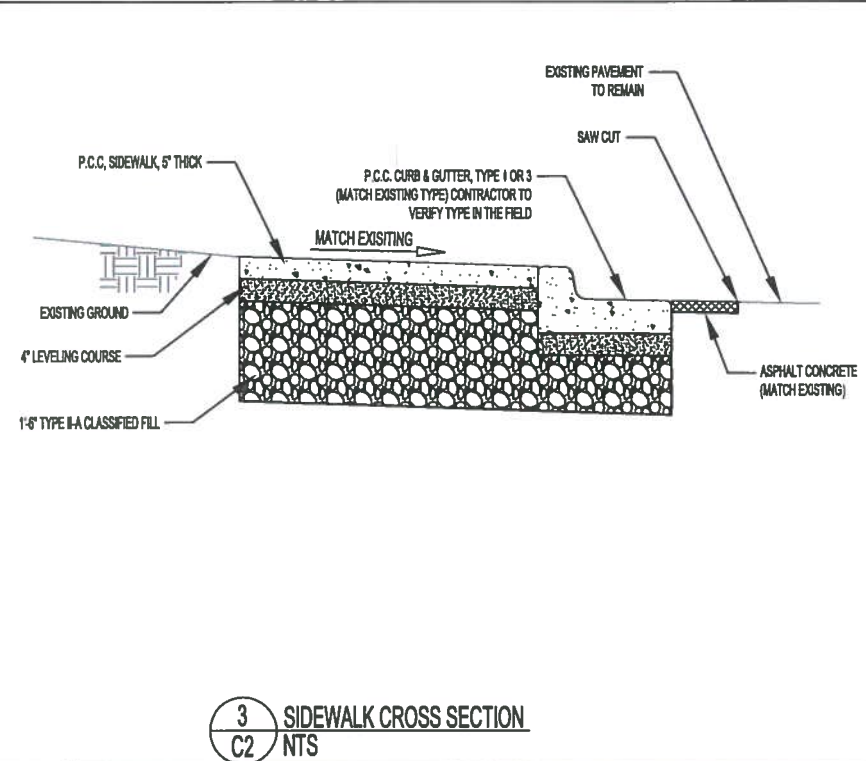




1  
C2 ADA RAMP DETAIL AT CORNER LOCATION  
NTS



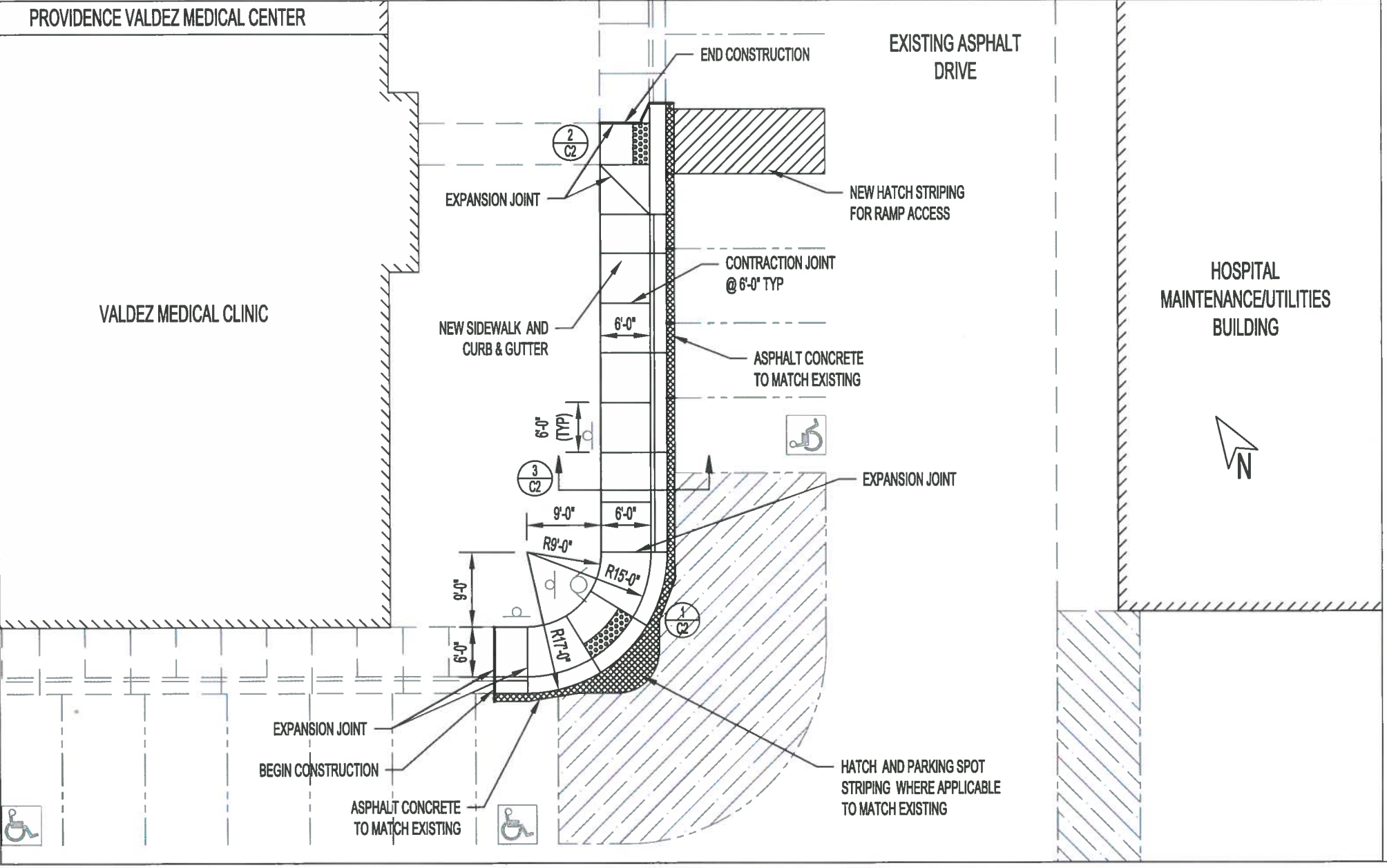
2  
C2 ADA RAMP DETAIL AT STRAIGHT LOCATION  
NTS



3  
C2 SIDEWALK CROSS SECTION  
NTS



CITY OF VALDEZ  
PO BOX 307  
212 CHENEGA AVE  
VALDEZ, AK 99686

**NOTES:**

1. STRIPING SHALL BE YELLOW PAINT IN TWO COATS, EXCEPT FOR AT HANDICAP PARKING SPACES WHICH SHALL BE BLUE PAINT IN TWO COATS
2. STRIPING SHALL BE 4" THICK
3. STRIPE ALL PARKING SPACE AND CAUTION HATCH MARKINGS WHERE NEW ASPHALT IS INSTALLED.
4. EACH DETECTABLE WARNING PANEL SHALL HAVE A TRUNCATED DOMED SURFACE TWENTY-FOUR INCHES (24") IN DEPTH FOR THE WIDTH OF THE RAMP. THE TRUNCATED DOMES SHALL HAVE A HEIGHT OF TWO-TENTHS INCH (0.2"), A DIAMETER OF NINE-TENTHS INCH (0.9"), A CENTER-TO-CENTER SPACING OF ONE AND SIX-TENTHS INCHES (1.6") MINIMUM AND TWO AND FOUR-TENTH INCHES (2.4") MAXIMUM, AND A BASE-TO-BASE SPACING OF SIXTY-FIVE ONE-HUNDRETH INCH (0.65"), MEASURED BETWEEN THE MOST ADJACENT DOMES.
5. EACH DETECTABLE WARNING PANEL SHALL BE ARMOR TILE CAST-IN-PLACE IN-LINE DOME TACTILE, OR A GRAY CAST IRON PLATE OR PANEL, OR AN APPROVED EQUAL.
6. EACH DETECTABLE WARNING PANEL SHALL BE FEDERAL YELLOW IN COLOR. THE SPECIFIED COLOR SHALL BE HOMOGENEOUS THROUGHOUT THE PANEL.
7. THE CONTRACTOR IS RESPONSIBLE FOR ANY TOP SOIL AND SEEDING NEEDED AS A RESULT OF CONSTRUCTION. ANY TOP SOIL AND/OR SEEDING SHALL BE IN ACCORDANCE WITH THE 2003 CITY OF VALDEZ STANDARD SPECIFICATIONS AND DETAILS.

**NEW SIDEWALK AND ADA CURB RAMP PLAN**  
SCALE: 1/16" = 1'-0"

DRAWN BY: JRP  
CHECKED BY: JHM  
DATE: 3-8-2017  
PROJECT NO.: 17-350-1701

**CLINIC SIDEWALK REPLACEMENT**

VALDEZ MEDICAL CLINIC  
1001 MEALS AVENUE  
VALDEZ, AK 99686

REVISIONS:



**CITY OF VALDEZ**  
**Project Title: Clinic Sidewalk Replacement**  
**Project No.: 17-350-1701**  
**Contract No.: 1270**

**TO: All Recipients**

**Date: March 15, 2017**

**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:

The non-mandatory Pre-Bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on **March 22, 2017 at 10:00 am.**

All questions from the bidders are due by Wednesday, April 29, 2017. They must be submitted in writing to [jpatton@ci.valdez.ak.us](mailto:jpatton@ci.valdez.ak.us).

**End of Addendum**





**CITY OF VALDEZ**  
**Project Title: Clinic Sidewalk Replacement**  
**Project No.: 17-350-1701**  
**Contract No.: 1270**

**TO: All Recipients**

**Date: March 15, 2017**

**SUBJECT: Addendum No. 2**

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:

All questions from the bidders are due by **Wednesday, March 29, 2017**. They must be submitted in writing to [jpatton@ci.valdez.ak.us](mailto:jpatton@ci.valdez.ak.us).

**End of Addendum**



**CITY OF VALDEZ**  
**Project Title: Clinic Sidewalk Replacement**  
**Project No.: 17-350-1701**  
**Contract No.: 1270**

**TO: All Recipients**

**Date: March 30, 2017**

**SUBJECT: Addendum No. 3**

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:

**CHANGES TO THE CONTRACT:**

PAGE 11 OF 31: CHANGE bid item number 10 from P.C.C. Sidewalk 5" thick to P.C.C. Sidewalk 6" thick.

**CHANGES TO DRAWINGS:**

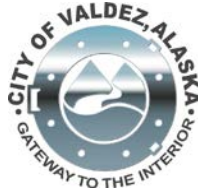
SHEET C-2, DETAIL 3: CHANGE P.C.C. Sidewalk, 5" thick to P.C.C. Sidewalk, 6" thick.

**CONTRACTOR QUESTIONS:**

1. What type of concrete?

*COV Answer: This information can be found in the City of Valdez Standard Specification dated April 2003. The specifications are available for download on our website.*

**End of Addendum**



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and BEZEK-DURST-SEISER, INC. ("Consultant") effective on the 18th day of April 2017.

All work under this agreement shall be referred to by the following:

**Project: Roof Replacement – City Hall  
Project No: 16-310-1130  
Contract No.: 1299  
Cost Code: 310-1130-58000**

Consultant's project manager under this agreement is John Stadum.

Consultant's project manager may not be changed without the written consent of the City.

City's project managers is Scott Benda.

**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.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 180 days of the written Notice to Proceed. Work Shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services  
Project: Roof Replacement – City Hall  
Project No. 16-310-1130  
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Cost Code: 310-1130-58000



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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

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: Roof Replacement – City Hall  
Project No. 16-310-1130  
Contract No. 1299  
Cost Code: 310-1130-58000



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.

**BEZEK-DURST-SEISER, INC.**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

BY: \_\_\_\_\_

\_\_\_\_\_  
Ruth E. Knight, Mayor

DATE: \_\_\_\_\_

Date: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTEST:**

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

\_\_\_\_\_  
Mailing Address

Date: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Elke Doom, City Manager

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Signature of Company Secretary or Attest

\_\_\_\_\_  
Jason Miles, P.E., Capital Facilities Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Brena, Bell & Clarkson, P.C.

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Agreement for Professional Services  
Project: Roof Replacement – City Hall  
Project No. 16-310-1130  
Contract No. 1299  
Cost Code: 310-1130-58000**



## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all engineering and support services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached proposal dated March 31, 2017.



**Bezek Durst Seiser**  
3330 C Street, Suite 200  
Anchorage, Alaska 99503  
T (907) 562-6076 F (907) 562-6635  
[www.bdsak.com](http://www.bdsak.com)

March 31, 2017

Mr. Scott Benda  
Ms. Laura Langdon  
City of Valdez  
Project Manager, Capital Facilities Department  
Pioneer Field, Suite 201  
Valdez, Alaska 99686

RE: **COV City Hall Partial Reroof  
Proposal for Professional Design Services**

Dear Mr. Benda and Ms. Langdon:

BDS Architects with its specialized Roof Technology Group (RTG) is pleased to propose professional design services for this work. This letter proposes work scope, schedule and fee.

### **Scope of Work**

We understand the primary goal of this project is to replace the roof so leaks are ended for the long term and insulation is improved. The roof surface must be exceptionally durable to withstand the abuse of normal Valdez snow removal and snow loads. A tough membrane plus a thorough level of detailing will be key to accomplishing these goals.

Design is to be primarily in 2017 for 2018 construction. Tasks are:

1. Site Investigation and Report
2. Contract documents
3. Bidding assistance

Our roof design group provides long lasting durable designs, including adding parapets where they are non-existent, in some instances rebuild insulation and vapor retarder systems, and generally following good roof system fundamentals.

As directed the roof sections included with this work scope are: 1, 2, 2b, 3, 11, 12, and 13 totaling about 11,583 square feet (per the 10-roof Survey Report).

*Site and Report (35% design) includes:*

1. We will collect extensive and accurate asbuilt information to be utilized for the design documents. Knowing existing roof drain sizes, structure slopes, all details, etc, will be important.
2. Site investigation will provide roof system cuts. We will hire a competent roofing contractor from Anchorage to provide professional cuts and patches so we know what existing construction and condition is at the roof perimeter edge and from the membrane to the interior ceiling finish. We will test asphaltic products for asbestos.
3. We will walk the building perimeter, the interior and the roof collecting data for design.
4. Supporting photos.
5. Preliminary existing and proposed roof plans with typical details.
6. Cost estimate.
7. Letter format report.
8. Project management and QC.
9. We request a ladder to access the roof.

*Construction Documents:*

1. When the COV has approved the 35% submittal the design will proceed with the bid documents. A 95% submittal is proposed for review by the COV. A final, 100% submittal would be utilized for the bid documents. Further change can be accomplished via addendum during bidding.
2. Drawings included:
  - a. information sheet
  - b. existing and new roof plans
  - c. detail sheets
  - d. possibly exterior elevations, partial roof framing plans, etc

Drawings will be set up similar to the Library, Museum, HHES Canopies Reroof 2015 project.



3. Specifications with color photos for contractors use.
4. Cost estimates will be submitted with each submittal.
5. Project management and QC.

*General:*

1. Aid the COV to plan and clearly describe the construction schedule in the bid document. May is generally a good construction month in Valdez with July and August being rainier.

2. Potential membrane types:

We generally encourage the use of a multi-layered, built-up asphaltic membrane due to its quality, durability and long life. We understand these buildings are not overdesigned structurally so the addition of concrete pavers as protection from snow removal would not be advisable. The asphaltic membrane with a thick protective mineral cap sheet is recommended; this membrane was utilized on the Museum, Library, and Airport.

Membrane redundancy, meaning 'multiple layers', is a fundamental of good roof design. Other important components are insulation layers and proper detailing.

3. Metal panel roof areas will be based on the system utilized on the Museum and Library.
4. The assumption is that there will be no structural upgrades. We assume these buildings are under-designed per the current snow live load requirements resulting in an established snow removal program.
5. As discussed, construction administration fees can be proposed later.
6. These buildings have varying structures, sizes, and deficiencies.
7. Tenting protection requirements from rain and wind will be included similar to the previous BDS design roofing projects. This protects the COV from contractor claims of rain delay or damage while keeping the project on schedule.
8. Are there any environmental reports available?

*Bidding* - Assist the COV with addendum, contractor calls, attend the prebid meeting in Valdez.

*Proposed Schedule (approximately)*

03-31-17	Submit fee proposal
04-29-17	NTP
06-01-17	Site investigation
08-01-17	35% design
10-01-17	95% CD's submittal for COV review
11-01-17	100% CD's submittal
11-08-17	Out to Bid
11-18-17	Prebid meeting, at site
12-08-17	Bid
04-15-18	Begin demolition and construction, at soonest likely
09-30-18	Complete construction

We suggest a somewhat aggressive schedule so construction is doable but is not pushed into the rainy months.

*Proposed fee*

We roughly estimate the cost of construction per the roof report to be in the \$520,000 range. We propose to provide the following services on a "lump sum" basis.

\$ 6,000	Site investigation
\$ 8,000	35% design
\$ 28,000	95% design
\$ 7,000	100% design
\$ 2,000	Bidding assistance
<hr/>	
\$ 51,000	Total proposed

Thank you for your consideration.

Sincerely,



John Stadum, Principal  
Roof technology Group Manager

**Agreement for Professional Services**  
**Project: Roof Replacement – City Hall**  
**Project No. 16-310-1130**  
**Contract No. 1299**  
**Cost Code: 310-1130-58000**



## **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 \$ 51,000.00 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 A (Appendix C).

Agreement for Professional Services  
Project: Roof Replacement – City Hall  
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## 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.

### II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does 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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. 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.

**Agreement for Professional Services**  
**Project: Roof Replacement – City Hall**  
**Project No. 16-310-1130**  
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**Cost Code: 310-1130-58000**  
V. Payments:



The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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.

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.

**Agreement for Professional Services**  
**Project: Roof Replacement – City Hall**  
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**Cost Code: 310-1130-58000**



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 which 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) day's 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, 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 to 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

**Agreement for Professional Services**  
**Project: Roof Replacement – City Hall**  
**Project No. 16-310-1130**  
**Contract No. 1299**  
**Cost Code: 310-1130-58000**



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 of the 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 which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes 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 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 propose 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.



**Agreement for Professional Services  
Project: Roof Replacement – City Hall  
Project No. 16-310-1130  
Contract No. 1299  
Cost Code: 310-1130-58000**



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 which subcontract amount exceed \$50,000.

#### **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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which apply to the claim and under which it is made.

**Agreement for Professional Services**  
**Project: Roof Replacement – City Hall**  
**Project No. 16-310-1130**  
**Contract No. 1299**  
**Cost Code: 310-1130-58000**



- 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 which 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 fraudulent as to the claim unless, with 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.
- 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 which 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.

**Agreement for Professional Services  
Project: Roof Replacement – City Hall  
Project No. 16-310-1130  
Contract No. 1299  
Cost Code: 310-1130-58000**



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.

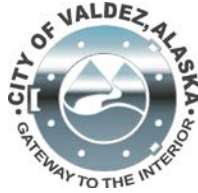
The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

**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.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, ("City") and BEZEK-DURST-SEISER, INC. ("Consultant") effective on the 18th day of April 2017.

All work under this agreement shall be referred to by the following:

**Project: Roof Replacement – School District Office, Teen Center, and Harbormaster  
Project No: 16-310-1130  
Contract No.: 1300  
Cost Code: 310-1130-58000**

Consultant's project manager under this agreement is John Stadum.

Consultant's project manager may not be changed without the written consent of the City.

City's project managers are Scott Benda & Laura Langdon.

**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.

**ARTICLE 3. Period of Performance**

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 180 days of the written Notice to Proceed. Work Shall proceed in accordance with the schedule set forth in Appendix A.

Agreement for Professional Services  
Project: Roof Replacement – School District  
Office, Teen Center, and Harbormaster  
Project No. 16-310-1130  
Contract No. 1300  
Cost Code: 310-1130-58000



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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

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: Roof Replacement – School District  
Office, Teen Center, and Harbormaster  
Project No. 16-310-1130  
Contract No. 1300  
Cost Code: 310-1130-58000



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.

**BEZEK-DURST-SEISER, INC.**

**CITY OF VALDEZ, ALASKA  
APPROVED:**

BY: \_\_\_\_\_

\_\_\_\_\_  
Ruth E. Knight, Mayor

DATE: \_\_\_\_\_

Date: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTEST:**

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Elke Doom, City Manager

\_\_\_\_\_  
City, State, Zip Code

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Jason Miles, P.E., Capital Facilities Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Secretary or Attest

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.

Date: \_\_\_\_\_

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Agreement for Professional Services  
Project: Roof Replacement – School District  
Office, Teen Center, and Harbormaster  
Project No. 16-310-1130  
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## **Appendix A Scope of Work**

### **BASIC SERVICES**

Provide all engineering and support services necessary to provide the City of Valdez:

The scope of work is more specifically described in the attached proposal dated March 31, 2017.



**Bezek Durst Seiser**  
3330 C Street, Suite 200  
Anchorage, Alaska 99503  
T (907) 562-6076 F (907) 562-6635  
[www.bdsak.com](http://www.bdsak.com)

March 31, 2017

Mr. Scott Benda  
Ms. Laura Langdon  
City of Valdez  
Project Manager, Capital Facilities Department  
Pioneer Field, Suite 201  
Valdez, Alaska 99686

**RE: COV Reroofs: School District Offices, Teen Center, Harbormaster  
Proposal for Professional Design Services**

Dear Mr. Benda and Ms. Langdon:

BDS Architects with its specialized Roof Technology Group (RTG) is pleased to propose professional design services for this work. This letter proposes work scope, schedule and fee.

### **Scope of Work**

We understand the primary goal of this project is to replace the roofs so leaks are ended for the long term and insulation is improved. The roof surface must be exceptionally durable to withstand the abuse of normal Valdez snow removal and snow loads. A tough membrane plus a thorough level of detailing will be key to accomplishing these goals.

Design is to be primarily in 2017 for 2018 construction. Tasks are:

1. Site Investigation and Report
2. Contract documents
3. Bidding assistance

Our roof design group provides long lasting durable designs, including adding parapets where they are non-existent, in some instances rebuild insulation and vapor retarder systems, and generally following good roof system fundamentals.



*Site and Report (35% design) includes:*

1. We will collect extensive and accurate asbuilt information to be utilized for the design documents. Knowing existing roof drain sizes, structure slopes, all details, etc, will be important.
2. Site investigation will provide roof system cuts. We will hire a competent roofing contractor from Anchorage to provide professional cuts and patches so we know what existing construction and condition is at the roof perimeter edge and from the membrane to the interior ceiling finish. We will test asphaltic products for asbestos.
3. We will walk the building perimeter, the interior and the roof collecting data for design.
4. Supporting photos.
5. Preliminary existing and proposed roof plans with typical details.
6. Cost estimate.
7. Letter format report.
8. Project management and QC.
9. We request ladders for access to multiple roofs.

*Construction Documents:*

1. When the COV has approved the 35% submittal the design will proceed with the bid documents. A 95% submittal is proposed for review by the COV. A final, 100% submittal would be utilized for the bid documents. Further change can be accomplished via addendum during bidding.
2. Drawings included:
  - a. information sheet
  - b. existing and new roof plans
  - c. detail sheets
  - d. possibly exterior elevations, partial roof framing plans, etc

Drawings will be set up similar to the Library, Museum, HHES Canopies Reroof 2015 project.

3. Specifications with color photos for contractors use.
4. Cost estimates will be submitted with each submittal.

5. Project management and QC.

*General:*

1. Aid the COV to plan and clearly describe the construction schedule in the bid document. May is generally a good construction month in Valdez with July and August being rainier.

2. Potential membrane types:

We generally encourage the use of a multi-layered, built-up asphaltic membrane due to its quality, durability and long life. We understand these buildings are not overdesigned structurally so the addition of concrete pavers as protection from snow removal would not be advisable. The asphaltic membrane with a thick protective mineral cap sheet is recommended; this membrane was utilized on the Museum, Library, and Airport.

Membrane redundancy, meaning 'multiple layers', is a fundamental of good roof design. Other important components are insulation layers and proper detailing.

3. The assumption is that there will be no structural upgrades. We assume these buildings are under-designed per the current snow live load requirements resulting in an established snow removal program.
4. As discussed, construction administration fees can be proposed later.
5. These buildings have varying structures, sizes, and deficiencies.
6. Tenting protection requirements from rain and wind will be included similar to the previous BDS design roofing projects. This protects the COV from contractor claims of rain delay or damage while keeping the project on schedule.
7. Are there any environmental reports available?

*Bidding* - Assist the COV with addendum, contractor calls, attend the prebid meeting in Valdez.

*Proposed Schedule (approximately)*

03-31-17	Submit fee proposal
04-29-17	NTP
06-01-17	Site investigation
08-01-17	35% design
10-01-17	95% CD's submittal for COV review
11-01-17	100% CD's submittal
11-08-17	Out to Bid
11-18-17	Prebid meeting, at site
12-08-17	Bid
04-15-18	Begin demolition and construction, at soonest likely
09-30-18	Complete construction

We suggest a somewhat aggressive schedule so construction is doable but is not pushed into the rainy months.

*Proposed fee*

We roughly estimate the cost of construction per the roof report to be in the \$860,000 range. We propose to provide the following services on a "lump sum" basis.

\$ 9,000	Site investigation
\$ 15,000	35% design
\$ 45,000	95% design
\$ 13,000	100% design
\$ 1,000	Bidding assistance
<u>\$ 83,000</u>	<u>Total proposed</u>

Thank you for your consideration.

Sincerely,



John Stadum, Principal  
Roof technology Group Manager

Agreement for Professional Services  
Project: Roof Replacement – School District  
Office, Teen Center, and Harbormaster  
Project No. 16-310-1130  
Contract No. 1300  
Cost Code: 310-1130-58000



## **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 \$ 83,000.00 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 A (Appendix C).



## 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.

### II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

**Agreement for Professional Services**  
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The City may, at its election, or in response to a request from the Consultant, furnish information or services from other Consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

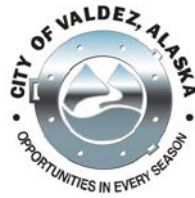
### III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. 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.

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V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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.

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.

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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 which 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.

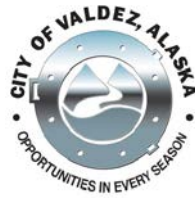
**IX.            Termination or Suspension:**

This Agreement may be terminated by either party upon ten (10) day's 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, 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 to 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



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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 of the 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:

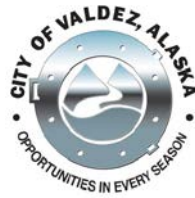
Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant 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 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

**Agreement for Professional Services**  
**Project: Roof Replacement – School District**  
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the propose 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 which subcontract amount exceed \$50,000.

#### **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 with 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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

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- The provisions of this Agreement which 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. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information which 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 fraudulent as to the claim unless, with 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.
- 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 which does not otherwise exist without regard to this Agreement.

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This Agreement may be changed only by written amendment executed by both the City and the Consultant.

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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.

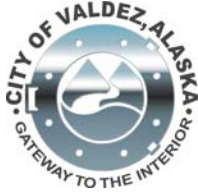
The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require their payment by any Subconsultant or any other persons in the performance of this Agreement.

**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.



**City of Valdez  
Agreement for Professional Services**

THIS AGREEMENT between the CITY OF VALDEZ, ALASKA, (“City”) and Winchester Alaska, Inc (“Consultant”) effective on the 18<sup>th</sup> day of April 2017.

All work under this agreement shall be referred to by the following:

**Project: Hospital Oxygen Generator Relocation  
Project No: 16-310-9196  
Contract No.: 1297  
Cost Code: 310-9196-58000**

Consultant’s project manager under this agreement is Gerald L. Winchester.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Jennifer Patton.

**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.

**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 70 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: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

**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	\$100,000	\$300,000
Comprehensive Automobile Liability	\$100,000	\$300,000
Professional Liability	\$500,000	\$500,000

**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: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

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.

**Winchester, Alaska, Inc.**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Company Secretary or Attest

Date: \_\_\_\_\_

**CITY OF VALDEZ, ALASKA**  
**APPROVED:**

\_\_\_\_\_  
Ruth E. Knight, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Elke Doom, City Manager

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Jason Miles, P.E., Capital Facilities Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Brena, Bell & Clarkson, P.C.

\_\_\_\_\_  
Anthony S. Guerriero

Date: \_\_\_\_\_

**Appendix A**  
**Scope of Work**

**BASIC SERVICES**

Provide all engineering and support services necessary to provide the City of Valdez:

Provide assistance in determining options and costs for conceptual design for the addition that will house the oxygen generator. Once an option is chosen provide 35% drawings with a cost estimate.

The scope of work is more specifically described in the attached proposal dated March 23, 2017.

**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 \$42,266.00 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 A (Appendix C).



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645 "G" St., Ste. 100, #613  
Anchorage, Alaska 99501  
Office - (907) 272-4347  
Fax. - (907) 272-5751  
Mobile - (907) 272-4347  
E-Mail – jwinchester@winchesteralaska.com

## Winchester Alaska, Inc. – *Architects & Planners*

March 23, 2017

Jennifer Patton, Project Manager  
Capital Facilities Dept.  
City of Valdez  
PO Box 307  
Pioneer Field Ste. 201  
Valdez, AK 99686

Ph: 907-835-5478  
Fax: 907-835-5574  
Cell: 404-272-3804  
Email: jpatton@ci.valdez.ak.us

RE: Scope of Services/Fee Proposal for A/E Design Proposal – Oxygen Generation Building

Jennifer:

We are responding to the request for a proposal for 35% documents for the Scope of Work outlined in your email as follows;

- City of Valdez has decided to build an addition onto the building rather than use an existing interior space. Providence staff would like to know what options are available with the addition. We would like to know if the following are possible:
  - Include a larger room for the O2 Generator in case the Hospital wants to upgrade to a larger unit in the future.
  - Include a separate storage space for the Oxygen Bottles. They are currently stored in a cage in the storage room from option 1 for the O2 generator room. We have been told this is not to code, as a 1 hr fire rated wall is needed.
  - An additional space for one of the following uses: general storage, a bio-hazard storage space, or relocating the morgue.

The order of importance for additional scope is:

1. Storage space for O2 bottles,
2. Larger room for O2 generator,
3. Space for morgue,
4. Space for Bio-Hazard,
5. Space for general storage.

City of Valdez understand there are space restraints in this area, and want to minimize interference with patient room views. Project needs to maintain the loading/unloading area, and may be able to use the alcove and north of the existing O2 generator room.

The budget is \$900,000 for design and construction.

Please note the following clarifications about our scope and fees.

**A. Scope of Work:**

1. Initial Programming and Concept Design:

- a. We will begin the process, once under contract, with a kickoff discussion meeting with all stakeholders in the meeting in Valdez to review and resolve all design criteria, system design, layouts, and any program information required to complete the project.
- b. We can develop a basic Concept Plans and options that meets City of Valdez and all stakeholder requirements.
- c. Upon Selection of an Option, we will proceed to 35% design.

2. Complete 35% Design:

- a. Provide Civil, Architectural, Structural, Mechanical, and Electrical Design to 35% with sufficient detail for cost estimation
- b. Coordination with all consultants for integration of engineering and systems along with all documentation.
- c. Provide Cost Estimation from HMS or other professional cost estimator for budgeting project, size and complete construction.

3. Resolve 35% Estimate and Design

- a. Assist with review, approval, alternates to assure project remains within budget.

4. Provide Final Design Proposal for 100% Design, Bidding, and Construction

**D. Fee Budget for Services:**

We would anticipate the fee for the level of services indicated above based on the hours required and overall project cost and liability to be:

<b><u>Base A/E fees for 35% Design:</u></b>	<b><u>Fee</u></b>	<b><u>Schedule</u></b>
35% Design	\$ 34,266	4-6 weeks
Client Review		1 week
Cost Estimation		1-2 weeks
Final 35%		1 week
<b><u>Total Base Fee (1) 10 Bed Camp</u></b>	<b><u>\$ 34,266</u></b>	<b><u>9-10 weeks</u></b>

**Additional Services**

Travel, Mfgr., 4 – Man Trips Allowance      **\$ 8,000**

Please let us know if we have missed anything or misunderstood any of the parameters of the scope of work. We will be happy to resolve quickly..

Sincerely,

**Winchester Alaska, Inc.**



Gerald L. (Jerry) Winchester, Architect

Agreed:

**Printed Name**

Date:

\_\_\_\_\_  
Signature

## 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.

### II. Information and Services from Others:

Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

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 employ 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:

The Consultant shall purchase and maintain professional liability insurance coverage with limits not less than those specified herein for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the owner and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the Owner and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. 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.

**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance which 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.

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.

**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

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 which 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) day's 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, 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 to 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

**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
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**Cost Code: 310-9196-58000**

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 of the 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 which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes 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 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 propose Subconsultants. Failure of the City to give prompt notification shall constitute notice

**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

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 which subcontract amount exceed \$50,000.

**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 with the next sixty (60) days unless the Project Manager agrees in writing to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement which apply to the claim and under which it is made.



**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
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- 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 which 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 fraudulent as to the claim unless, with 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.
- 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 which does not otherwise exist without regard to this Agreement.

**Agreement for Professional Services**  
**Project: Oxygen Generator Relocation**  
**Project No. 16-310-9196**  
**Contract No. 1297**  
**Cost Code: 310-9196-58000**

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 their payment 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.

CITY OF VALDEZ, ALASKA

RESOLUTION #17-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AMENDING THE 2017 BUDGET BY ACCEPTING THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY 2017 VOLUNTEER FIRE ASSISTANCE GRANT IN THE AMOUNT OF \$7,500 AND AUTHORIZING THE EXPENDITURE

WHEREAS, the State of Alaska Department, of Natural Resources, Division of Forestry has awarded the 2017 Volunteer Fire Assistance grant to the City of Valdez Fire Department in the amount of \$7,500; and

WHEREAS, the City will purchase 4 training and 6 actual Wildland Fire Shelters in the amount of \$3,400; and prepare a Fire Attack Training Course in the amount of \$4,100.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The City authorizes the acceptance of additional revenue for SOA DNR Forestry Volunteer Fire Assistance Grant (001-0000-33430) in the amount of \$7,500.

Section 2. The City increases the appropriation for the SOA DNR Fire Assistance Grant Training (001-3200-45910) in the amount of \$7,500.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 18th day of April, 2017

CITY OF VALDEZ, ALASKA

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Ruth E. Knight, Mayor

ATTEST:

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Sheri L. Pierce, MMC, City Clerk



## 2017 Volunteer Fire Assistance (VFA) Grant Application

Application Period: November 1, 2016 – January 31, 2017

*Late, incomplete or illegible applications will not be considered*

Applicants must attach matching share documentation & NIMS Certification, signed Assurances - Non Construction Programs & Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; if not attached application will be considered incomplete.

### Fire Departments

- A. Years/Dates of Last 5 VFA grants 2014, 2010, 2009, 2008, 2007
- B. Are you In Compliance with Past Grants Yes ☒ No ☐
- C. Are You Registered With Alaska Division of Life Safety? Yes ☒ No ☐ Please submit copy of registration.
- D. Is Your Service Area Population Less Than 10,000? Yes ☒ No ☐
- E. Is Your Department Newly Organized Since January 1, 2015 Yes ☐ No ☒
- F. Project is for? (Check all that apply) Organizing ☒ Training ☒ Equipment/Supplies ☐ Prevention ☐
- G. Grant Amount Requested: \$ 7500.00 (\$7,500 maximum)

### Applicant Information

Business (Legal Name) of Fire Department: Valdez Fire Department

Address: PO Box 307

City: Valdez

Zip: 99686

Contact Person: Tracy Raynor, Fire Chief

Phone Number: Work 907-835-4560

Home or cell: 907-831-1367

Fax: 907-834-3411

Email: traynor@ci.valdez.ak.us

FDID # 24100

Federal Tax ID# 92-6000143

or DUNS# 067654202

- 1) Does your fire department have a cooperative agreement with the Alaska Division of Forestry, the Department of Interior (DOI) or the USDA Forest Service? Yes ☒ No ☐
- 2) Your Cooperative Agreement is with: ☐ DOI Agency (BLM, FWS, BIA, NPS) ☒ State Division of Forestry ☐ USDA Forest Service Agreement Number \_\_\_\_\_
- 3) Are fire reports submitted to the Alaska Division of Forestry, BLM-Alaska Fire Service, or the U.S. Forest Service or other federal agency for all wildland fires attacked? Yes ☒ No ☐
- 4) Are ANFIRS reports submitted to the Alaska Division Fire & Life Safety? Yes ☒ No ☐
- 5) Does your department respond to fires outside your service area? Yes ☒ No ☐
- 6) Is fire protection available to all residences, businesses and lands within your primary fire protection area without additional charge? Yes ☒ No ☐
- 7) Do you have a mutual aid agreement with surrounding fire departments? Yes ☐ No ☒
- 8) Average annual number of fire calls over the last three years? Wildland 3 Other 420
- 9) How many hours of fire training do you average per person per month? 12 hours. What percent is related to wildland fire training? 4 % What is the Department's ISO rating? 4
- 10) How many paid members does your fire department have? 10 How many volunteer members? 45
- 11) How many members of your fire department are NWCG "red-carded" under the Incident Command System? 12
- 12) Is your department NIMS compliant? Yes ☒ No ☐ Please submit a copy of your certification



**PROJECT DETAIL INFORMATION**  
**(10% MINIMUM MATCH REQUIREMENT)**

**NOTE: If awarded a grant, disbursement will be only for items that are listed below. Refer to the manual for instructions on how to get prior approval to make changes to this list of items.**

There are four types of expenses, either wildland or structural, that can be funded under VFA. It should be clear from your description that the item clearly fits within one of these categories:

- **Organizational Improvements** – legal and administration fees, elections, advertising, etc. associated with forming a district, annexing an area to an existing district, or improving the administration of a newly formed district.
- **Equipment, Tools/Supplies, or Safety Improvements** – refer to the instruction manual for description of allowable items
- **Training – both Wildland or Structural**
- **Communications Equipment** - (MUST BE P25 COMPLIANT) refer to the instruction manual for description of allowable items

If in-kind for match is used, list the type (hours attending training, donated time, meeting facility used for training, etc.) on one of the lines of the chart. If you have any questions regarding if certain activities are eligible as in-kind match, contact your local FMO or Fire Staff Officer prior to the application deadline.

**MAXIMUM FUNDING AWARD IS \$7,500**

Please indicate below if this item is to be used for Wildland (Wild), Structural (Struc), or Both. **List items in order of priority**

Wild	Struc	Both	ITEM DESCRIPTION & COST PER ITEM	QUANTITY	TOTAL COST	MATCH TYPE (Cash or In-kind)	MATCHING SHARE AMOUNT ( 10% minimum)	DOF USE ONLY APPROVED
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Shelters (4 Training, 6 Actual )	<b>10</b>	3,400.00	In Kind (Training Hrs)		<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Attack Training Course	<b>1</b>	4,100.00	In Kind(Training Hrs)		<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>
			<b>TOTALS</b>		7,500.00		0.00	<input type="checkbox"/>
			Grant Funding Requested					
			<b>Total cost minus 10% match</b>				<b>\$ 7,500.00</b>	

Are 10% matching funds or appropriate matching activities available as of this date? Yes ☒ No ☐  
Is match documentation attached? Yes ☒ No ☐

Signed Assurances-Non Construction, Certifications attached? Yes ☒ No ☐

Have you attached a current copy of your Fire Department Registration and NIMS Certification? Yes ☒ No ☐

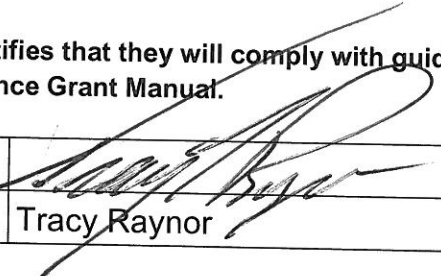
The funding amounts available through the VFA program are limited. There are often more requests than funding available. Due to this limitation some requests may go unfilled, others may receive an amount less than requested, and some will get the full amount requested. **VFA funding is dependent on receipt of federal funds and is not guaranteed.**

#### Certification

Signatory below has the authority to obligate funds (i.e., Fire Chief, Treasurer, or Board Member). If submitting an electronic version of the form (as an attachment to an email), the email is accepted as the signature authorization.

The applicant certifies to the best of their knowledge and belief, that the information on this application is true and correct, and if awarded a VFA grant, will use those funds for the sole purpose of completing the project described on this application.

The applicant also certifies that they will comply with guidance, procedures, and rules identified in the 2016 Volunteer Fire Assistance Grant Manual.

Signature		Date	1-31-17
Type or Print Name	Tracy Raynor	Title	Valdez Fire Chief

**DEADLINE: Must be received by JANUARY 31st, 2016 at 5:00 pm**

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

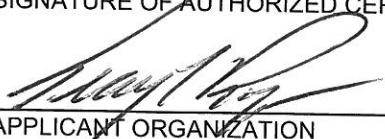
**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TITLE

Valdez Fire Chief

APPLICANT ORGANIZATION

City of Valdez Fire Department

DATE SUBMITTED

January 31, 2017



## U.S. DEPARTMENT OF AGRICULTURE

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Valdez Fire Department

Organization Name

PR/Award Number or Project Name

Chief Tracy Raynor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

1-31-17

Date

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Valdez City Hall, 212 Chenega, Valdez, AK 99686

Check ☐ if there are workplaces on file that are not identified here.

City of Valdez Fire Department

Organization Name

Award Number or Project Name

Tracy Raynor, Chief

Name and Title of Authorized Representative

Signature

01/31/2017

Date

### Instructions for Certification

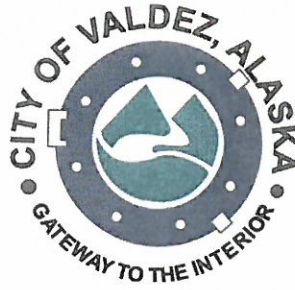
1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



1-31-17

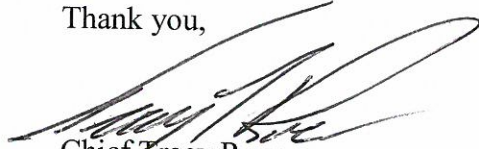
State of Alaska  
Department of Natural Resources  
Division of Forestry  
Valdez/Copper River Area Office  
PO Box 185  
Glennallen, AK 99588

Re: NIMS compliance

Division of Forestry:

As required for the 2017 Volunteer Fire Assistance Grant, this is a letter certifying that the Valdez Fire Department is NIMS compliant.

Thank you,



Chief Tracy Raynor  
Valdez Fire Department



# Memorandum

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**To: Valdez City Council**

**From: Tim James, Human Resources Director**

**Date: April 7, 2017**

**Re: Report on Controlled Substance Policy**

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At the request of the Mayor, the City Manager, and members of the Employee Relations Team, I have been researching the Controlled Substance Policies of municipalities in states that have legalized cannabis. I have contacted the following municipalities:

**Washington:** Seattle; Bremerton; Anacortes; Pullman; Tumwater; Chelan.

**Colorado:** Breckenridge; Aurora; Telluride; Aspen; Steamboat Springs; Gunnison.

**Alaska:** Palmer; Wasilla; Cordova; Anchorage, Homer, Petersburg, Ketchikan, Nome.

Each of the municipalities I have contacted not only comply with the 1988 Federal Drug-Free Workplace Act in order to qualify for federal grants of any amount or federal contracts over \$100,000.00, they also expand compliance with that legislation to apply to all city employees and not just those working in any capacity on projects funded by a federal grant or contract. I, not only reviewed policy for each of the listed municipalities, I spoke with Human Resource personnel or city administrators to inquire as to the reasons for going to a drug free workplace. Every single person I spoke to referred to compliance for access to federal funds and then spoke to the fact that their municipality had been a drug free workplace prior to the state passing legislation legalizing marijuana and the choice had been made to retain that policy in order to provide a drug-free, healthful and safe workplace. Most of the communities do not recognize medical marijuana use as acceptable and include it as being covered under their drug-free workplace policy. Many



municipalities speak to disciplinary action for a first offense up to and including termination. Some of the municipalities have a “second chance option” providing the employee voluntarily seeks treatment for a substance abuse problem through an Employee Assistance Program (EAP) or referral to a substance abuse professional by the municipality. However, those communities do not hesitate to take disciplinary action up to and including termination should the employee not access the offered EAP or complete a drug treatment program or if the employee tests positive for marijuana again after the completion of an offered program.

The Society for Human Resource Management (SHRM) just released a report stating that 7 percent of State of Colorado employers have dropped pre-employment testing for marijuana while another 3 percent have removed testing for marijuana from all employment drug testing according to the results of a December 2016 survey by the Mountain States Employers Council based in Denver, CO. The same survey states that 10 percent of employers in Denver and Boulder 9 percent of employers in Pueblo have dropped marijuana from pre-employment drug testing. Companies from Maine and Massachusetts, where recreational marijuana is legal, are also no longer pre-employment drug testing for marijuana. However, all of the companies cited are in the private sector and do not access federal grants or contracts and, as such, have no need to comply with the 1988 Federal Drug Free Workplace Act. The same SHRM report goes on to state that companies not pre-employment testing applicants for the presence of marijuana or not testing employees for marijuana for reasonable suspicion or post-accident are in the minority and that the majority of companies, even in the private sector, are “staying the course and drug-testing candidates as well as employees.” The report recommends that “employers continue to reserve the right to test for marijuana along with alcohol, prescriptions drugs and illicit drugs, given the employers obligation to ensure a safe workplace.” Although marijuana is legal for recreational use in Alaska, the drug remains illegal under federal law and employers have the right to test for its presence.

For the City of Valdez as an employer, it appears that if there is going to be any give, it should be at the pre-employment stage with the noted exceptions of safety-sensitive positions or positions mandated to be tested such as positions requiring a CDL. The same SHRM report advises that upon considering jobs for their safety-sensitive nature, employers are cautioned to carefully consider how testing procedures are applied. If we go by position classification (i.e. safety sensitive) are we being consistent or is there potential for disparate treatment. SHRM advises avoiding that and conducting a benign testing program where we test consistently across the organization to mitigate costly litigation from, not only employment lawsuits, but also from workplace accidents and injuries. SHRM is also recommending that in states where recreational marijuana use has been legalized that companies develop a comprehensive and legally acceptable drug policy that clearly addresses decriminalized marijuana use that specifically states the organization’s position regarding marijuana and clearly defining job expectations from the beginning to eliminate any surprises for employees. Testing procedures should be specific and detailed as well. The report recognizes the difficulty in identifying what constitutes impairment when testing for marijuana and advises the most advisable course of action presently available is a drug free workplace policy. The report advises carefully

watching the development of state laws and to refrain from taking adverse action or imposing disciplinary consequences without consulting legal advice in this rapidly changing arena. The final advice in the SHRM report is to clearly state that the company will not accept a medical marijuana, marijuana extract, or recreational marijuana explanation for a positive drug test even where permitted by state law because such use is in violation of Schedule 1 of the federal Controlled Substance Act.

The purpose of this report is neither to recommend a drug free workplace or a zero tolerance policy nor to propose that the City of Valdez create a more tolerant policy toward the use of marijuana since it's legalization in our state. Neither approach is going to create a less complicated policy. This report is to answer the request for a more thorough examination of what municipalities in other states who have legalized the use of marijuana are doing and to ask for guidance from the Valdez City Council as we move forward in the development of our policy as to which direction they would like us to go. We can continue to research and debate this issue ad infinitum but there are no clear answers. That is, in my opinion, why all of the municipalities in states that have legalized marijuana that we have contacted have, in the end, elected to remain drug-free workplaces.

As a final note, when I questioned the municipal officials what their response was when asked by staff why they could not partake of marijuana in their free time when it was legal in their state, the response was, across the board something along the lines of the following: "You can, you roll the dice, you take your chance." "Just be smart and don't come to work clearly impaired."



## HUMAN RESOURCES REPORT TO CITY COUNCIL

### Departing:

Matthew Wiles – Police Officer	Police Department	Resignation effective 3/31/17
Meta Mendenhall – Admin. Asst.	Information Technology	Resignation effective 3/31/17

### Welcoming:

#### Advertised positions soon to interview:

Teen Center Supervisor 70%	Parks and Recreation	Open until filled
GIS Manager	Information Technology	Open until filled
Economic Development Director	Economic Development	Interview 4/11/2017
Administrative Assistant	Building Maintenance	Application closed 3/24/17
Senior Planner	Community Development	Open until filled
Administrative Assistant	Community Development	Application closed 3/15/17
Public Safety Technician	Police Department	Application closing 3/28/17
Police Officer	Police Department	Application review 5/1/17
Port Security/Maintenance Tech.	Ports and Harbor	Application closing 4/21/17
Administrative Assistant	Information Technology	Application closed 4/21/17

#### Open positions not yet advertised:

Financial Analyst-Pending completion of job description

**AIRPORT RELOCATION & REMODEL**

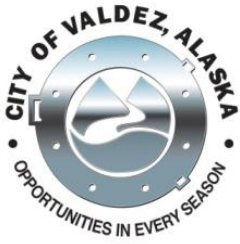
<u>Description</u>	<u>2016</u>	<u>2017 YTD</u>	<u>Encumb</u>	<u>Total</u>
appliances	329	-	-	329
blinds	1,283	-	-	1,283
Cleaning	802	-	-	802
Drywall	12,298	-	-	12,298
Electrical	21,512	-	-	21,512
Fan and Lights	4,311	-	-	4,311
Furniture	14,025	-	-	14,025
IT	23,806	-	-	23,806
Misc moving	432	-	-	432
misc remodel supplies	6,371	671	-	7,042
Movers	2,280	-	-	2,280
Payroll / Overtime	8,225	603	-	8,827
<b>Total</b>	<b>95,674</b>	<b>1,273</b>	<b>-</b>	<b>96,947</b>

**CITY HALL RELOCATION & REMODEL**

appliances				-
asbestos remediation				-
blinds				-
cleaning				-
Construction supplies	758	405	-	1,163
Doors	-	1,897	-	1,897
fans, lighting				
IT	300	-	-	300
IT Electrical upgrades	-	4,069		4,069
misc remodel supplies	227	2,208	-	2,435
Movers	570	-	-	570
Payroll / OT	1,111	1,610	-	2,721
<b>Total</b>	<b>2,965</b>	<b>10,190</b>	<b>-</b>	<b>13,155</b>

**REMAINING COSTS**

Four Offices:	Two each at City Hall and Airport; Estimate is \$19,500 combined
Asbestos Remediation:	City Hall; cost estimate is unavailable at time of packet preparation, though will likely be available by Council Meeting
Funding Source:	Costs will be allocated among three Major Maintenance projects: Finance Relocation to Airport; City Hall Relocation; Airport New Offices Funding is allocated via Budget Adjustment within Major Maintenance Reserve



## **City Manager Report**

Elke Doom

April 12, 2017

- Continued discussion with Kimley Horn regarding scope of work, costs and city staff involvement
- Meet and greet with Police Department staff
- Met with Alaska Pacific Development representatives to identify suitable property for mixed use commercial, residential development
- Facilitated tours and meet and greet event for Economic Development candidates.
- Interviewed Economic Development Director candidates.
- Reinstated Construction in Progress discussions. Meetings will be bi-weekly and may become weekly as construction progress on projects ramps up for summer projects.
- Meet and greet with Providence Hospital Board at their monthly meeting
- Met with School Superintendent to discuss CIP projects priority list
- Directed staff to move forward with city hall office remodel and finish remodel of two airport offices for new staff coming on board.



## Mayor's Report – April 18, 2017

Since our last Council meeting on April 4-

- April 5<sup>th</sup>, the City Administration, College Director, School Superintendent, and I had a meeting to discuss the current and future needs of the education community in Valdez. The schools' CIP list and future finances were topics. With the funds from the National and State level being threatened, we discussed possible ways to keep Valdez youths' education uninterrupted and thriving.
- That same day was the Small Business Economic Development Kick-Off which I attended. Since it was not advertised widely, there was a small crowd of a dozen people. I was also told that 11 people had attended the Quick Books class that afternoon.
- On Thursday, April 6<sup>th</sup> the FEMA Open House was held at the Civic Center. I was not able to attend since we were driving to Fairbanks, but I was told that it was well attended and well run with lots of good information shared.
- I was in Fairbanks over the weekend to attend the Native and Rural Development conference session where our daughter was presenting a paper and her research. On Saturday, I called into the AGPA meeting and on Saturday evening we ran into Craig Richards. He was very interested in AGPAs progress and gave me some advice to pass on to the chair.
- I attended the School Board meeting on Monday, April 10<sup>th</sup> and listened to the budget discussion. They will have a work session and public hearing next Monday, April 17 at the VHS Library, before finalizing their budget.
- Before the School Board meeting we were able to meet and greet the two Economic Development Director Candidates. I talked to Mr. Dengel during this event and passed on Mr. Richard's suggestions.
- On Monday, April 10<sup>th</sup>, the Flood Mitigation Task Force met to hear about the progress of DOWL getting permits, designing the work (extraction of gravel and dike building) and the timeline in which this work will be completed. We addressed and discussed the speed of the projects and were told that DNR is rushing their permitting process for us. Several members gave input to the design of the extraction outline in Glacier Stream. Mrs. Doom was present to listen. We will meet again on April 17<sup>th</sup> at noon.
- Valdez High School is up for renewing their accreditation this year and Mr. Schug and his staff have been working on this all year. The outside accreditation team was in town on Monday and Tuesday to do the on site research and observations. I was at the exit meeting where the team leader let the staff know what needs to be worked on and then he let us know that VHS will continue to be accredited for the next 5 years. Congratulations to the high school and the district, being accredited is a big deal.
- Thursday evening's work session to continue the discussion of the proposed Fire Department move promises to be interesting. I would like to thank Mrs. Doom and Mr. Miles for all of the work that they put in gathering the information and costs for us to make an informed decision to move this project forward responsibly.
- Enjoy the gorgeous weather we have been having and the fresh shrimp with the opening of shrimp season. I hope everyone had a nice Easter.

Respectfully submitted,



Ruthie Knight, Mayor City of Valdez

# April 2017

## City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2 11am - Council & PZ Code Review Subcommittee Meeting	3 Noon - Audit Committee Meeting  7pm - Ports & Harbor Commission Meeting	4  <b>7pm - Regular Council Meeting</b>	5 Noon - Flood Mitigation Task Force Meeting  7pm - Economic Diversification Commission Meeting	6 5pm - Deadline for City Library Board application submission to City Clerks Office (One vacancy)  6pm - FEMA & AK DCCED Flood Mapping Public Meeting @ Civic Center	7	8
9	10 Noon - Mayor's Flood Mitigation Task Force Meeting  5pm - City ED Director Candidate Meet & Greet @ Civic Center  6:30pm - School Board Meeting	11 5:30pm - Library Board Meeting (@ Library)  6:30pm - Prov. Health Advisory Council Meeting (@ Hospital)  7pm - Parks & Recreation Commission Meeting	12 Noon - Audit Committee Meeting   7pm - Planning & Zoning Commission Meeting	13   <b>6:30pm - Council Work Session (Re: Continued Discussion about the Fire Department Facility)</b>	14 All-America City Scholarships Due to Clerks Office by 5pm	15
16	17 Absentee Voting in Person @ City Hall - 8:30am to 5pm  7pm - Ports & Harbor Commission Meeting	18 Absentee Voting in Person @ City Hall - 8:30am to 5pm  <b>7pm - Regular Council Meeting</b>	19 Absentee Voting in Person @ City Hall - 8:30am to 5pm  7pm - Economic Diversification Commission Meeting	20 Absentee Voting in Person @ City Hall - 8:30am to 5pm	21 Absentee Voting in Person @ City Hall - 8:30am to 5pm	22
23	24 Absentee Voting in Person @ City Hall - 8:30am to 5pm  Noon - Mayor's Beautification Task Force Meeting  6:30pm - School Board Mtg	25 Absentee Voting in Person @ City Hall - 8:30am to 5pm	26 Absentee Voting in Person @ City Hall - 8:30am to 5pm  7pm - Planning & Zoning Commission Meeting	27 Absentee Voting in Person @ City Hall - 8:30am to 5pm	28 Absentee Voting in Person @ City Hall - 8:30am to 5pm	29
30						

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 04/08/17

Note #2: City Clerk and Deputy City Clerk out of the office for training and meetings the week of April 9<sup>th</sup>. Both will remain available by cell phone & email.

# May 2017

## City Council Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b>  <b>Absentee Voting in Person @ City Hall - 8:30am to 5pm</b>  <b>7pm - Ports &amp; Harbor Commission Meeting</b>	<b>2</b>  <b>ELECTION DAY</b> <b>Polls open 7am-8pm</b>  <b>Precinct One: Teen Center</b> <b>Precinct Two: Council Chambers</b> <b>Precinct Three: Robe River Fire Station</b>	<b>3</b>  <b>Noon - Elections Canvas Board</b>  <b>5:30pm - Board of Equalization</b>  <b>7pm - Regular Council Meeting (Certification of Election)</b>	<b>4</b>    <b>7pm - Economic Diversification Commission Meeting</b>	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b>    <b>6:30pm - School Board Meeting (New School Board Members Sworn In)</b>	<b>9</b>  <b>5:30pm - Library Board Meeting (@ Library)</b>  <b>6:30pm - Prov. Health Advisory Council Meeting (@ Hospital)</b>  <b>7pm - Parks &amp; Recreation Commission Meeting</b>	<b>10</b>    <b>7pm - Planning &amp; Zoning Commission Meeting</b>	<b>11</b>	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b>  <b>7pm - Ports &amp; Harbor Commission Meeting</b>	<b>16</b>  <b>7pm - Regular Council Meeting (New Council Members Sworn In)</b>	<b>17</b>  <b>7pm - Economic Diversification Commission Meeting</b>	<b>18</b>	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>  <b>6:30pm - School Board Meeting</b>	<b>23</b>  <b>Noon - City Permanent Fund Committee Meeting</b>	<b>24</b>    <b>7pm - Planning &amp; Zoning Commission Meeting</b>	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>  <b>Holiday</b>	<b>30</b>  <b>Noon - Beautification Task Force Meeting</b>	<b>31</b>			

Note #1: This calendar is subject to change. Contact the City Clerk's office for updates as needed.

Updated 04/08/17

Note #2: City Clerk and Deputy City Clerk out of the office 5/18-26 for annual IIMC Training. Both remain available by COV email and cell phone.

April 13, 2017

Senator Lisa Murkowski  
Senator Dan Sullivan  
Congressman Don Young

Subject: Secure Rural School Authorization and Funding

Greetings,

Alaska school funding is in crisis and the state's budget balance is not likely to improve in the near future. We appreciate your support for the Secure Rural Schools (SRS) program, but now, more than ever, we need to see SRS reauthorized and funded by Congress. The Alaska Senate is threatening a five percent cut in the base student allocation that would cause a \$500,000 shortfall in our school's budget for next year. Flat funding and decreases seen in SRS funding have compounded the pressure seen with our school budget in recent years.

The Secure Rural Schools program was intended as a safety net for our communities, until such time the federal government could develop a long term, sustainable forest management system. Rural communities, surrounded by these federal forested lands, do not receive tax proceeds from this land and have little control with how it is managed. Secure Rural School funding is vital for the continued support of education and road programs in our community.

We ask that Congress continue its historic support of forested rural communities in two ways. First, secure reauthorization and adequate funding the SRS program when FY 2017 funding is finalized in April and secure SRS funding for the 2016-2017 funding cycle. Secondly, push the federal government to take meaningful steps to reform forest management practices that consider the effects of these federal lands have on communities located within their boundaries.

Valdez and other forested communities in our state are depending on your continued support and leadership. Please work to advance this issues with your colleagues. If there is anything we can do to assist you in this important effort, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ruth Knight".

Ruth Knight – Mayor  
City of Valdez, Alaska