

CITY OF VALDEZ  
ALASKA

CONTRACT DOCUMENTS

Project: VHS Gym Floor Replacement

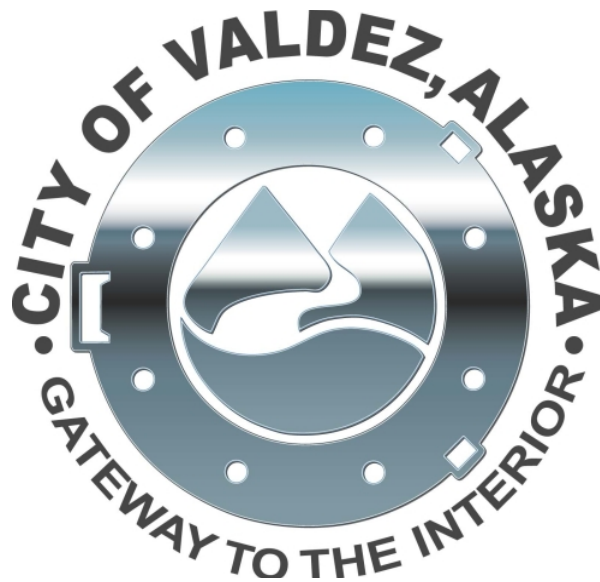
Project Number: 16-310-9506

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**

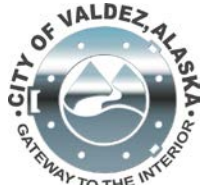


**City of Valdez  
Contract Documents**

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

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**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.

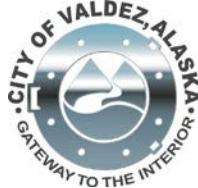
Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid as required by AS 36.05.070.

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.

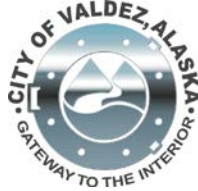
**1. General**

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

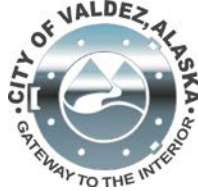
### 6. Preparation of Bids

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**

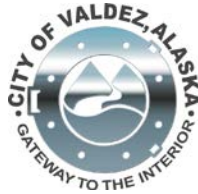
### **A. Bid Security**

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.

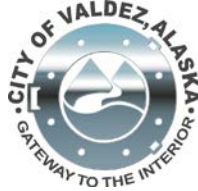
Section 2.80.080 of Valdez City Code provides for a modified contractor bond. Bidders shall familiarize themselves with exemptions allowed and the requirements for exemptions.

## 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.

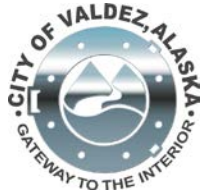
## **17. Pre-Bid Conference**

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 _____

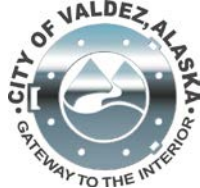
\_\_\_\_\_  
 Company Name

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

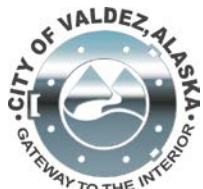
\_\_\_\_\_  
 Signature



**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

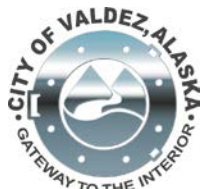
**CORPORATE SEAL**

\_\_\_\_\_  
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)

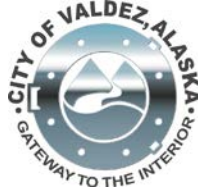
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(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**

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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:

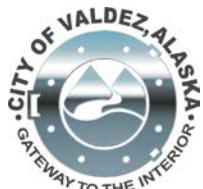
**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

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**

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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**

[illegible]

(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 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:

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,**

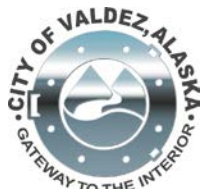
Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**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)

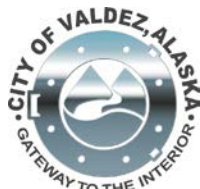
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(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,**

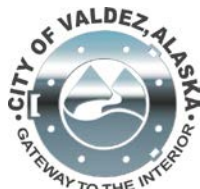
Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for

**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)

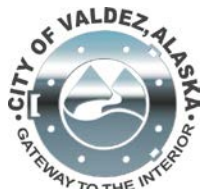
\_\_\_\_\_  
(Title)

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

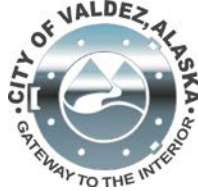
\_\_\_\_\_  
 Capital Facilities Director

\_\_\_\_\_  
 (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.

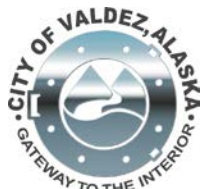
**Project: VHS Gym Floor Replacement**  
**Project Number: 16-310-9506/ Contract Number: 1294**

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TITLE

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



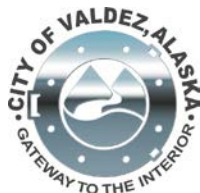
**City of Valdez  
Special Provisions**

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

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<b>Section</b>	<b>Title</b>
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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)**

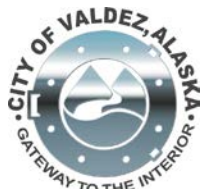
The Scope of Work of the Additive Alternate No. 1 Bid of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

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**

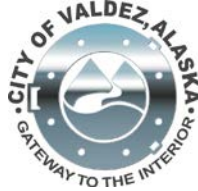
Every effort to minimize or eliminate the generations of hazardous waste shall be used by the Contractor in the performance of the work of this Contract. Unless there is no substitute, no hazardous material shall be used in the performance of the work of this Contract.

#### **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**

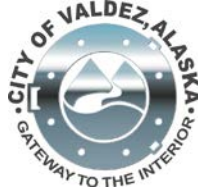
Use of timber, lumber, and manufactured lumber products originating from local forests in Alaska shall be used wherever practicable per AS 36.15.010.

### **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.

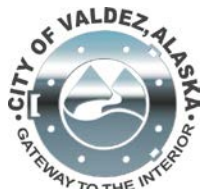
### Release of Liens

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**

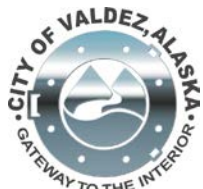
Add the following:

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.

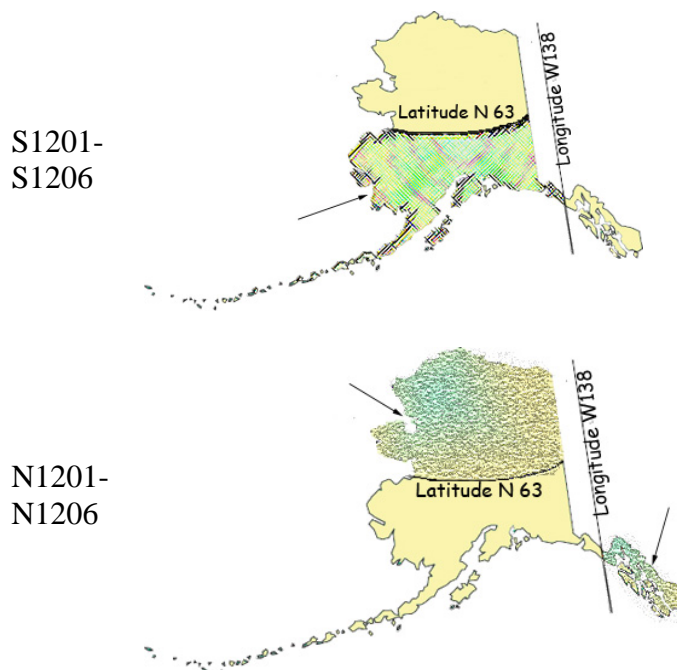
**Sec. 36.05.900. Definition.**

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
<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>		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>		58.01
	Form Setter							
<b>N0403</b>	Group III, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b>		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>		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>		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>		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
<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	L&M	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	L&M	0.10	57.76
	Form Setter							
<b>S0403</b>	Group III, including:	37.25	7.43	11.80	1.18	L&M	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	L&M	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	L&M	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

**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							

						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)							
	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>	<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> 0.10	58.58
	Trucks/Jeeps (push or pull)						
<b>A2105</b>	Group IV, including:	36.63	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	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> 0.10	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
------------	--	-----	-----	-----	-----	-------	----------	-----

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

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

and must include a statement of compliance with all resident hiring preferences in effect.

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

(d) An employer subject to a resident hiring preference who is unable to find enough eligible residents may request from the department a waiver to hire an ineligible person for a specific job. The waiver request must be submitted to the department at least seven calendar days before the waiver is required to be considered for approval. Within three working days, the department shall determine whether the contractor's proposed minimum qualifications for the position covered by the waiver request are acceptable. The employer must place an advertisement using at least one public form of statewide advertising, such as a newspaper with statewide circulation, and must request that the Alaska Employment Service post a statewide facilitated recruitment job order through the Alaska Job Center Network. The advertisement and the job order must run for at least three calendar days, and both must

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

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

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

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

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

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

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

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

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

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

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

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

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

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

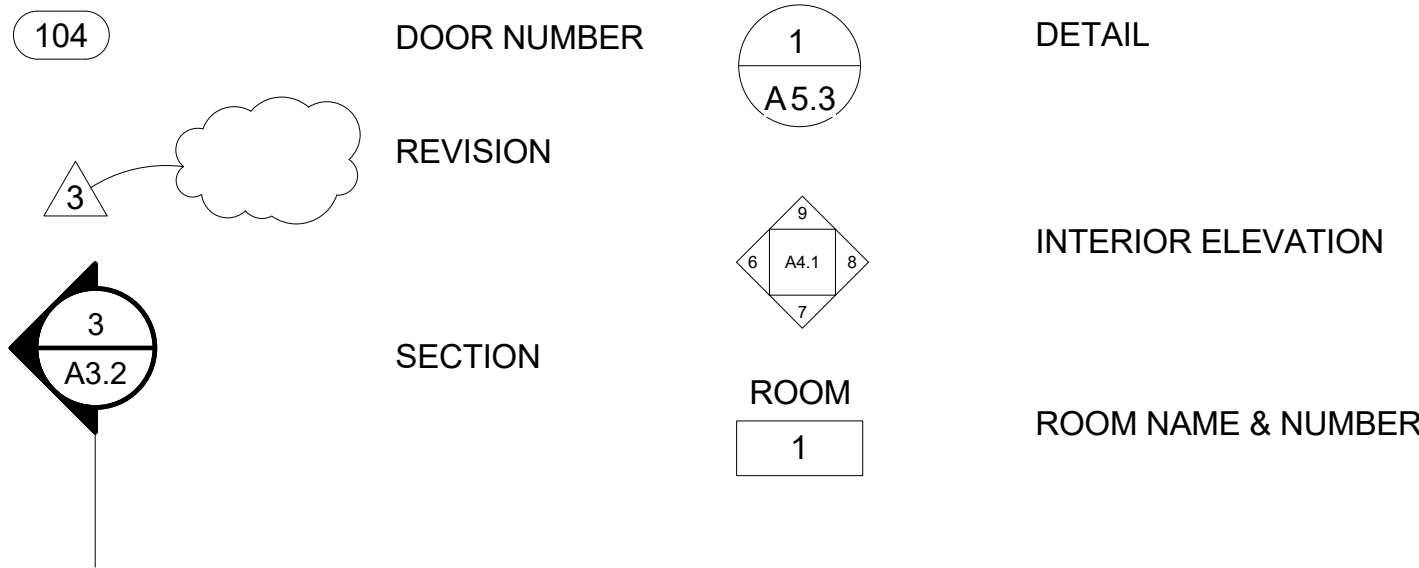
# CITY OF VALDEZ - HIGH SCHOOL GYM FLOOR REPLACEMENT

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	OC	on center
L	angle	EL	elevation	section		OFCI	owner furnished, contractor installed
AB	anchor bolt	ELEC	electrical	HT	height	OFOI	owner furnished, owner installed
ADJ	adjustable	EQ	equal	HVAC	heating, ventilating, and air conditioning	OH	opposite hand
AFF	above finished floor	EQUIP	equipment			OPH	opposite hand
ALUM	aluminum	(E)	existing	INSUL	insulation	PL	plate
ARCH	architectural	FA	fire alarm	INT	interior	PNT	paint
BLDG	building	FCTY	factory finish	JAN	janitor	RB	rubber base
BM	beam	FE	fire extinguisher	JT	joint	REQ	required
BO	bottom of	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	GA	gauge or gage	MFD	manufactured	TYP	typical
DIA	diameter	GALV	galvanized	MFR	manufacturer	U.N.O.	unless noted otherwise
DIM	dimension	GL	glass or glazing	MIN	minimum	VAR	varies
DN	down	GLBM	glu-lam beam	MISC	miscellaneous	VERT	vertical
DWG	drawing	GWB	gypsum wall board	MTD	mounted	VIF	verification in field
		HM	hollow metal	(N)	new	WD	wood
		HORIZ	horizontal	NIC	not in contract		
				NTS	not to scale		

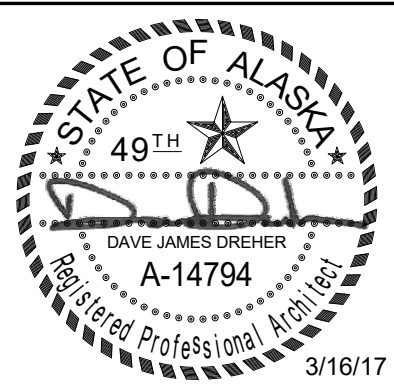
## VICINITY MAP - VALDEZ



PROJECT LOCATION

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A2.1	OVERALL REFERENCE PLAN
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A2.3	COURT LINES PLAN
A7.1	PLAN AND SECTION DETAILS



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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:  
TITLE SHEET

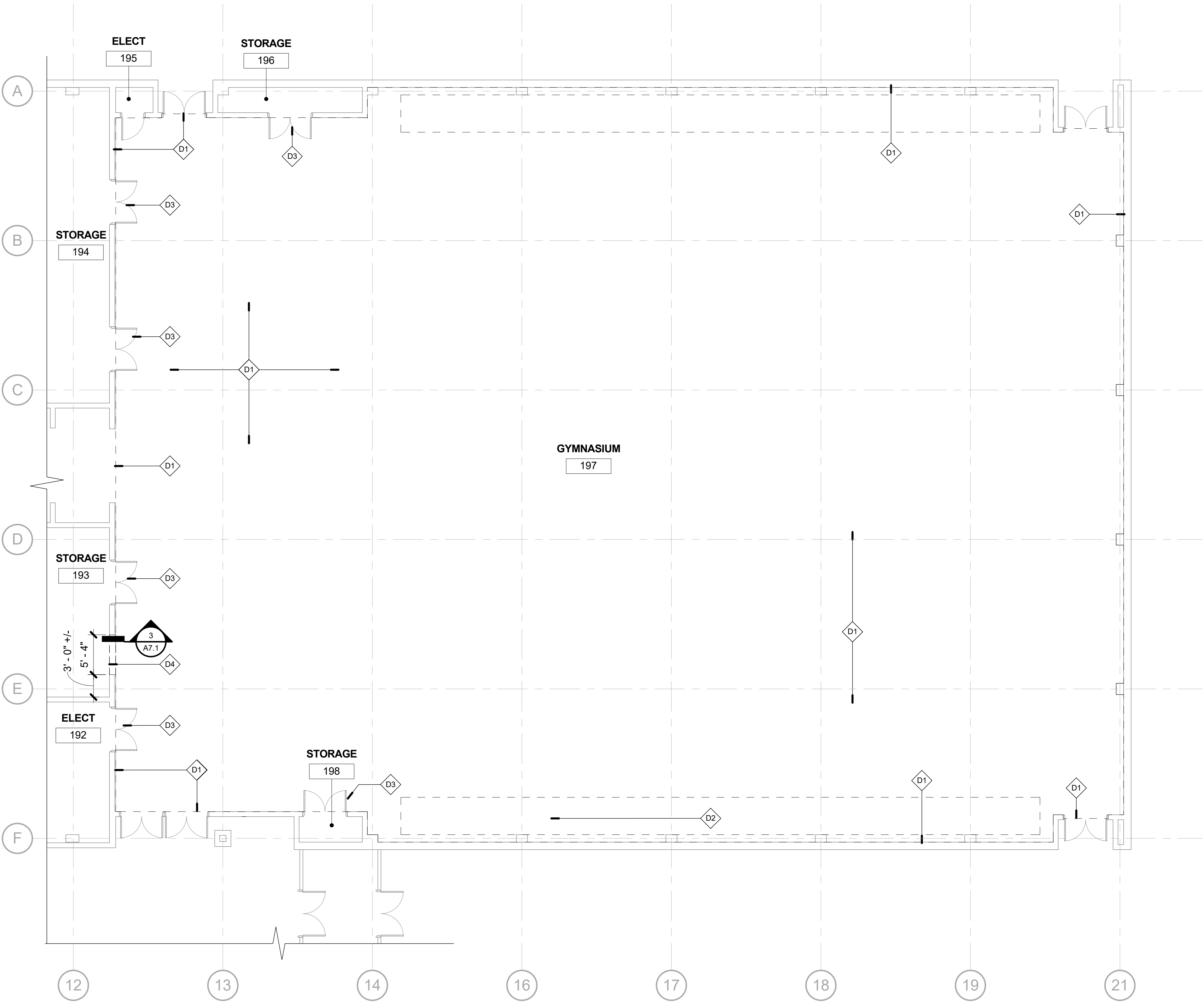
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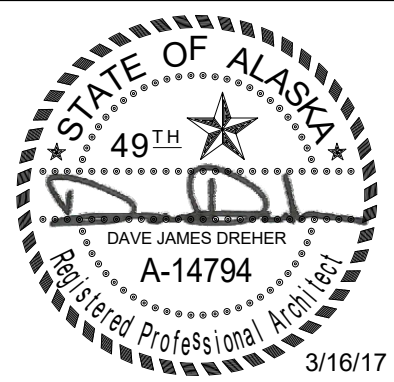
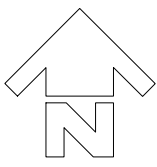
G1.1

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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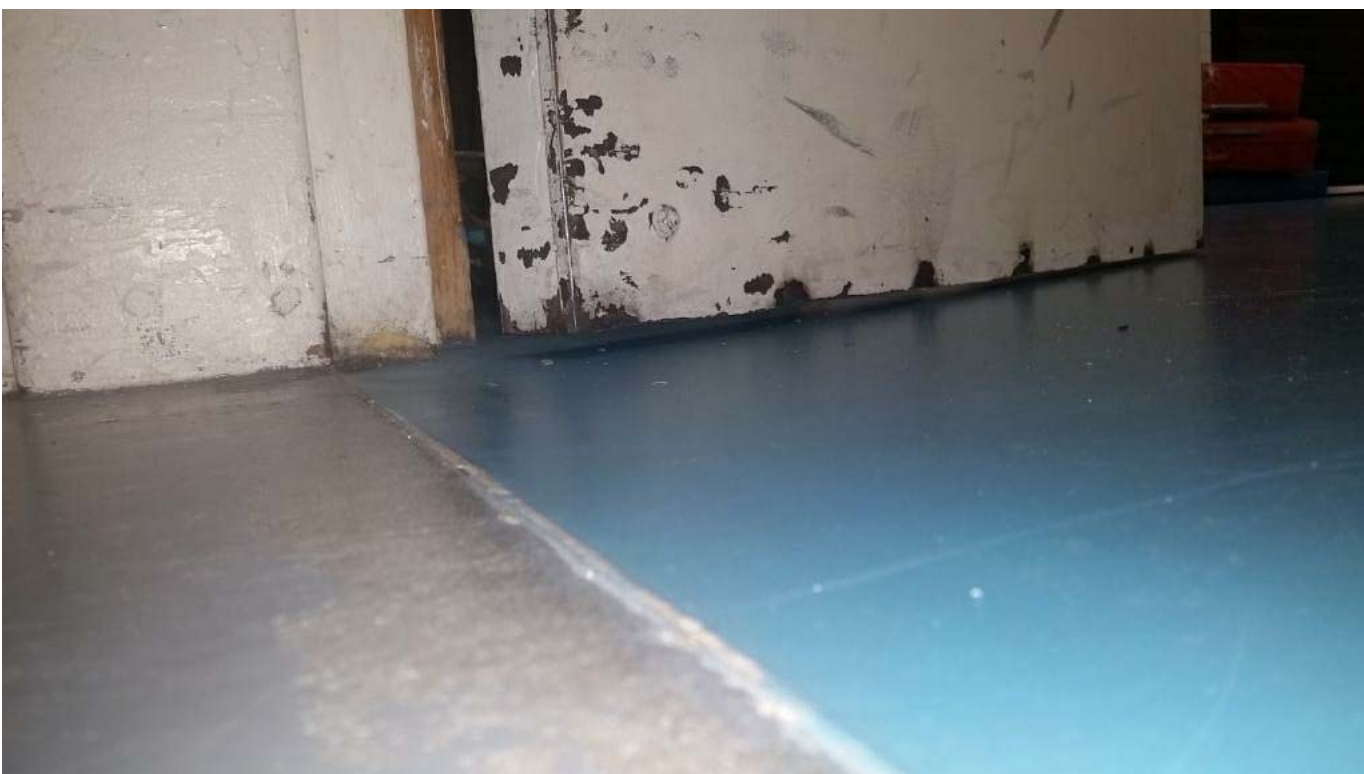
CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE:	03/16/17
DRAWN:	BJN
CHECKED:	DJD
PROJECT:	1704
DRAWING TITLE:	GYM DEMOLITION PLAN
REVISIONS:	
SHEET NO:	A1.1





WEST ENTRANCE



STORAGE THRESHOLD



ROOM 198 THRESHOLD



ROOM 195 THRESHOLD



ROOM 194 THRESHOLD



ENTRY THRESHOLD



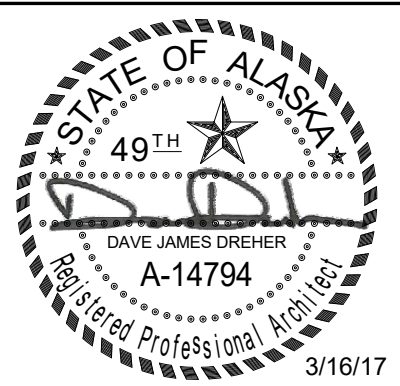
ENTRY - GYM SIDE



ENTRY - CORRIDOR SIDE



EAST WALL

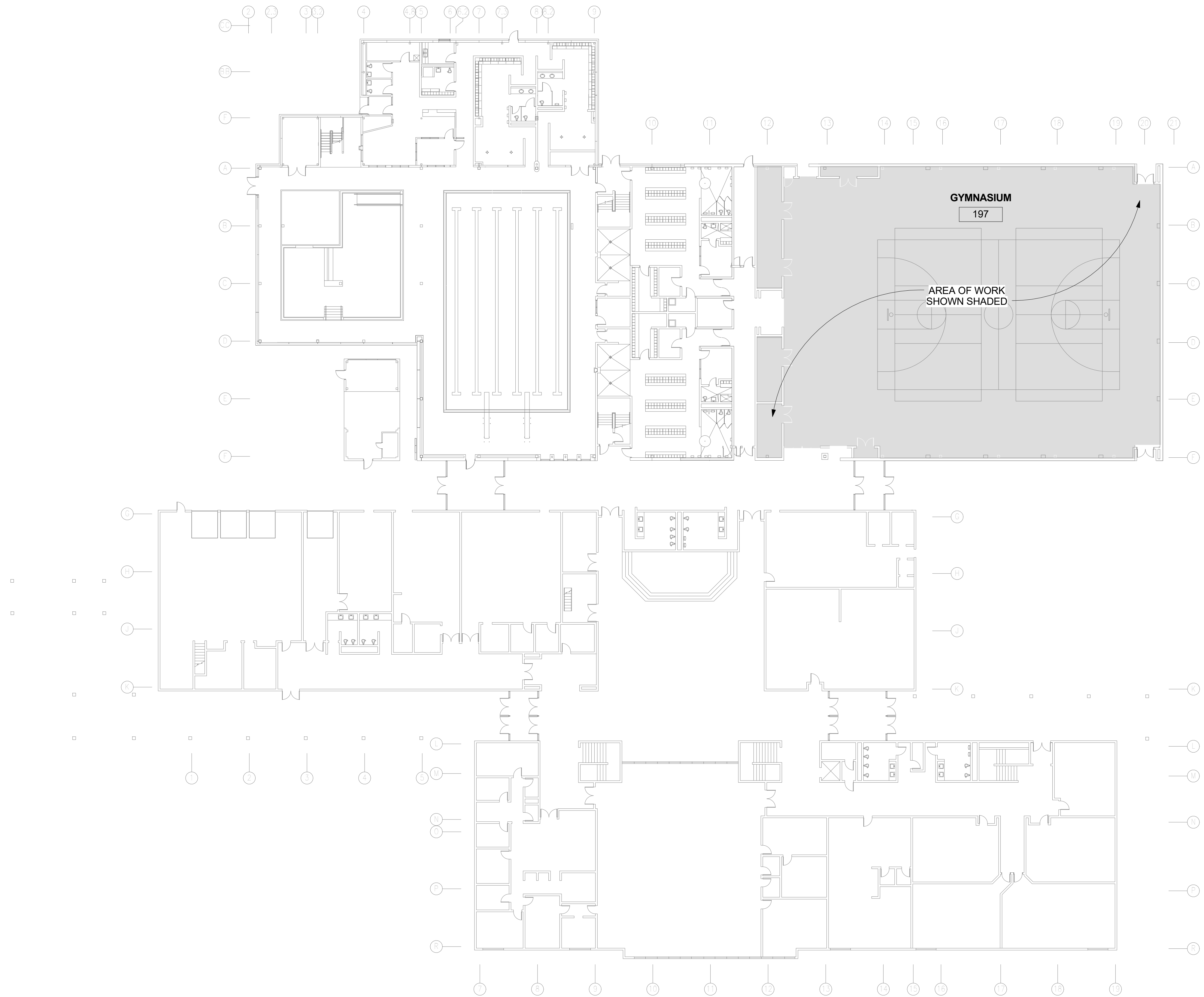


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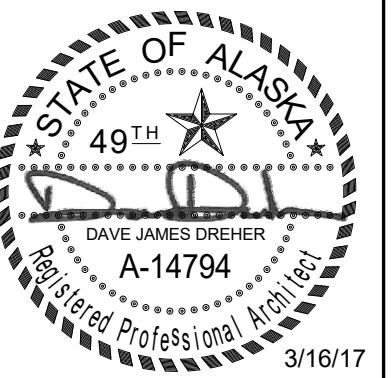
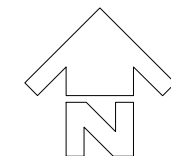
CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

DATE: 03/16/17  
DRAWN: BJN  
CHECKED: DJD  
PROJECT: 1704  
DRAWING TITLE:  
EXISTING CONDITIONS  
REVISIONS:  
SHEET NO:





1 OVERALL REFERENCE PLAN  
1" = 20'-0"



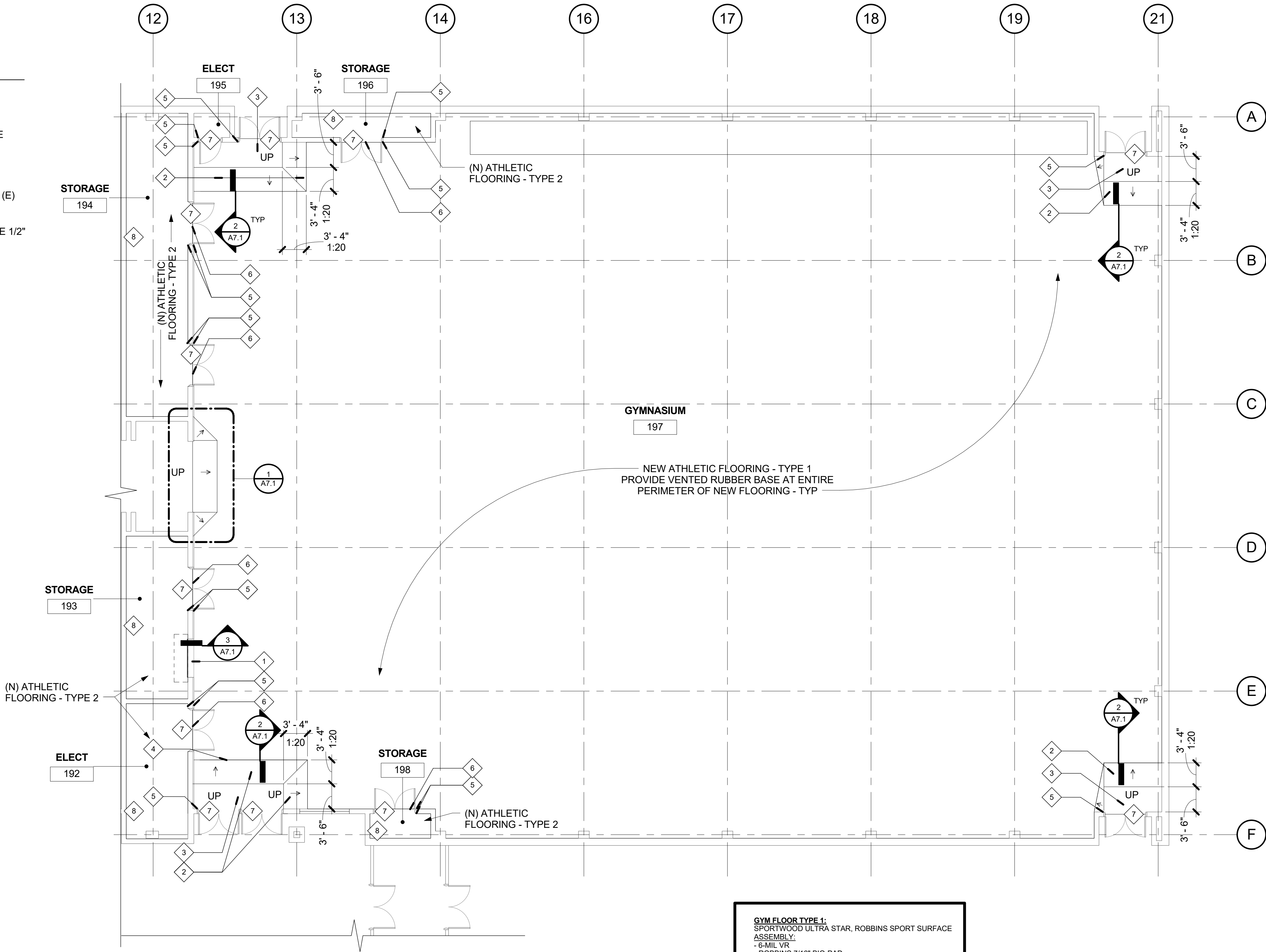
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CITY OF VALDEZ  
**HIGH SCHOOL GYM FLOOR  
REPLACEMENT**  
VALDEZ, ALASKA

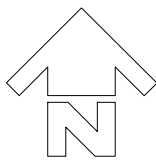
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CHECKED:	DJD
PROJECT:	1704
DRAWING TITLE:	OVERALL REFERENCE PLAN
REVISIONS:	
SHEET NO:	<b>A2.1</b>

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

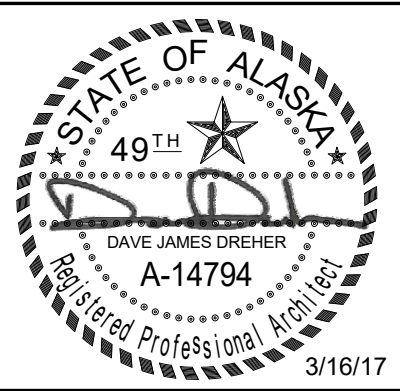


1 GYM FLOOR PLAN  
1/8" = 1'-0"



**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**



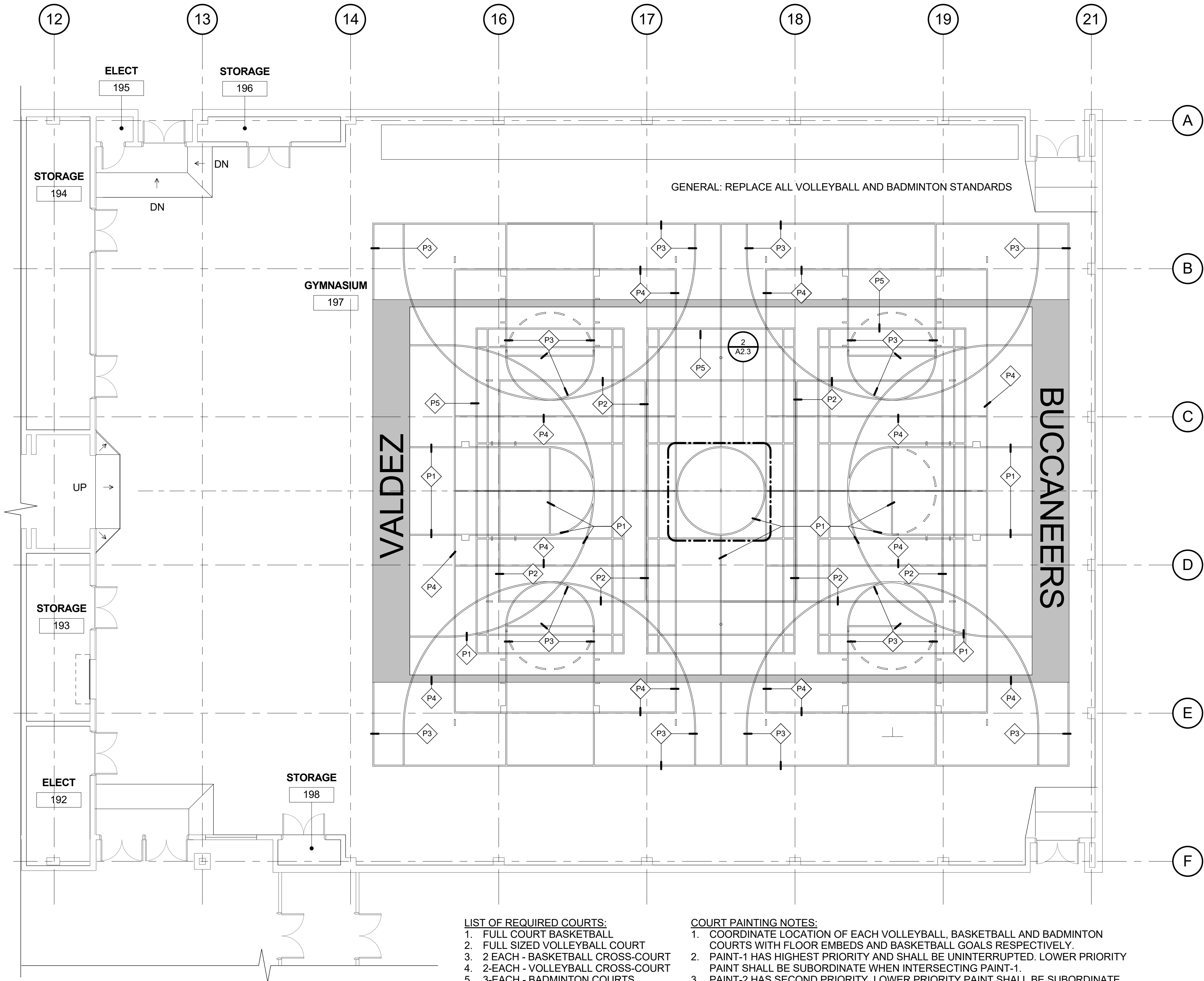


FOR REFERENCE ONLY. FINAL MASCOT  
COLORS AND CONFIGURATION TO BE  
DETERMINED DURING SUBMITTAL PROCESS

2

GYM FLOOR - MASCOT

1/2" = 1'-0"



1

GYM FLOOR PAINTING PLAN

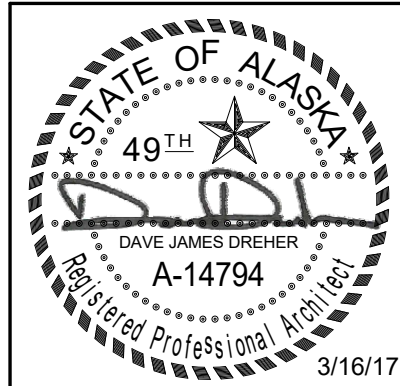
1/8" = 1'-0"

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

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CHECKED: DJD

PROJECT: 1704

DRAWING TITLE:  
COURT LINES PLAN

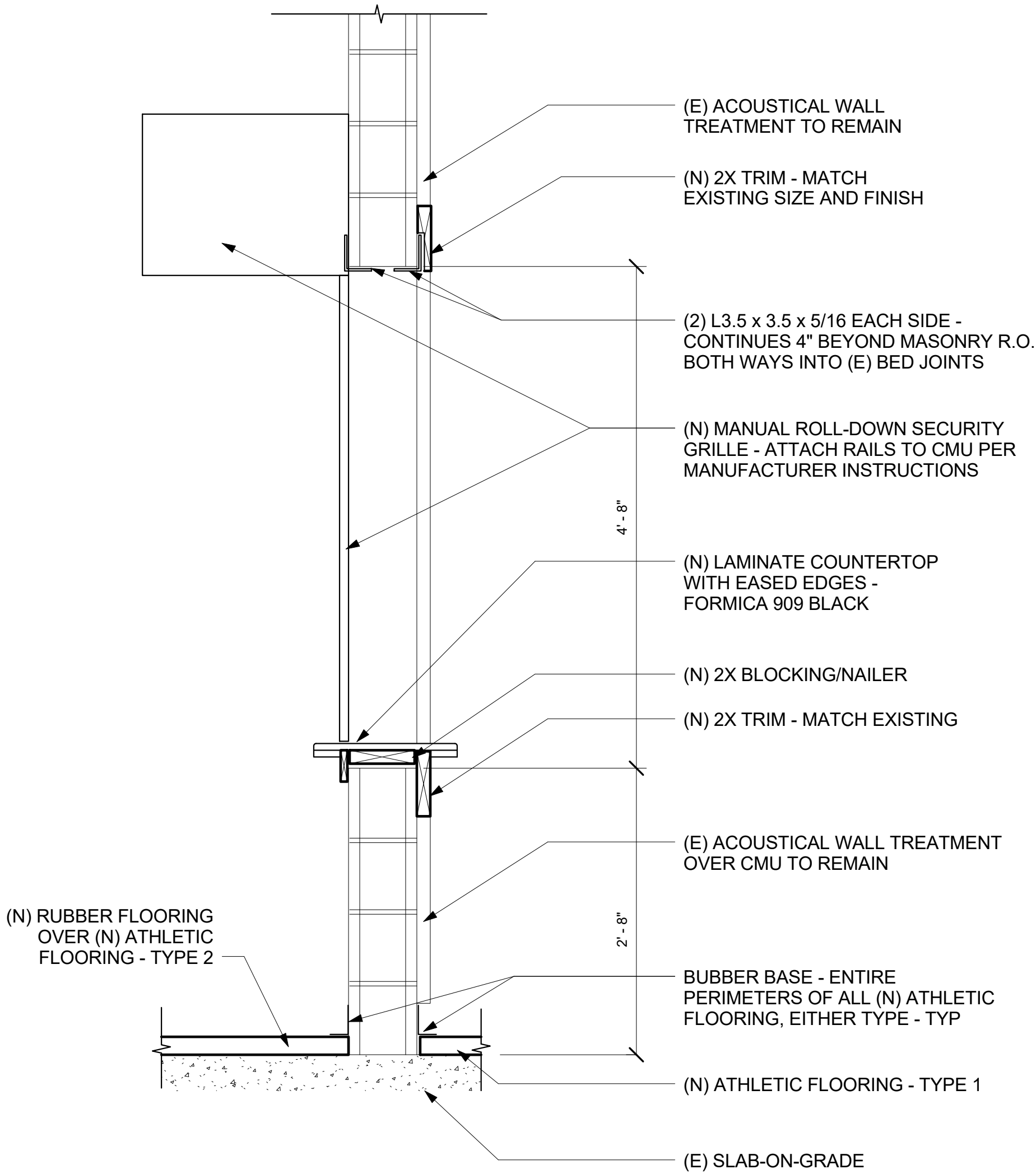
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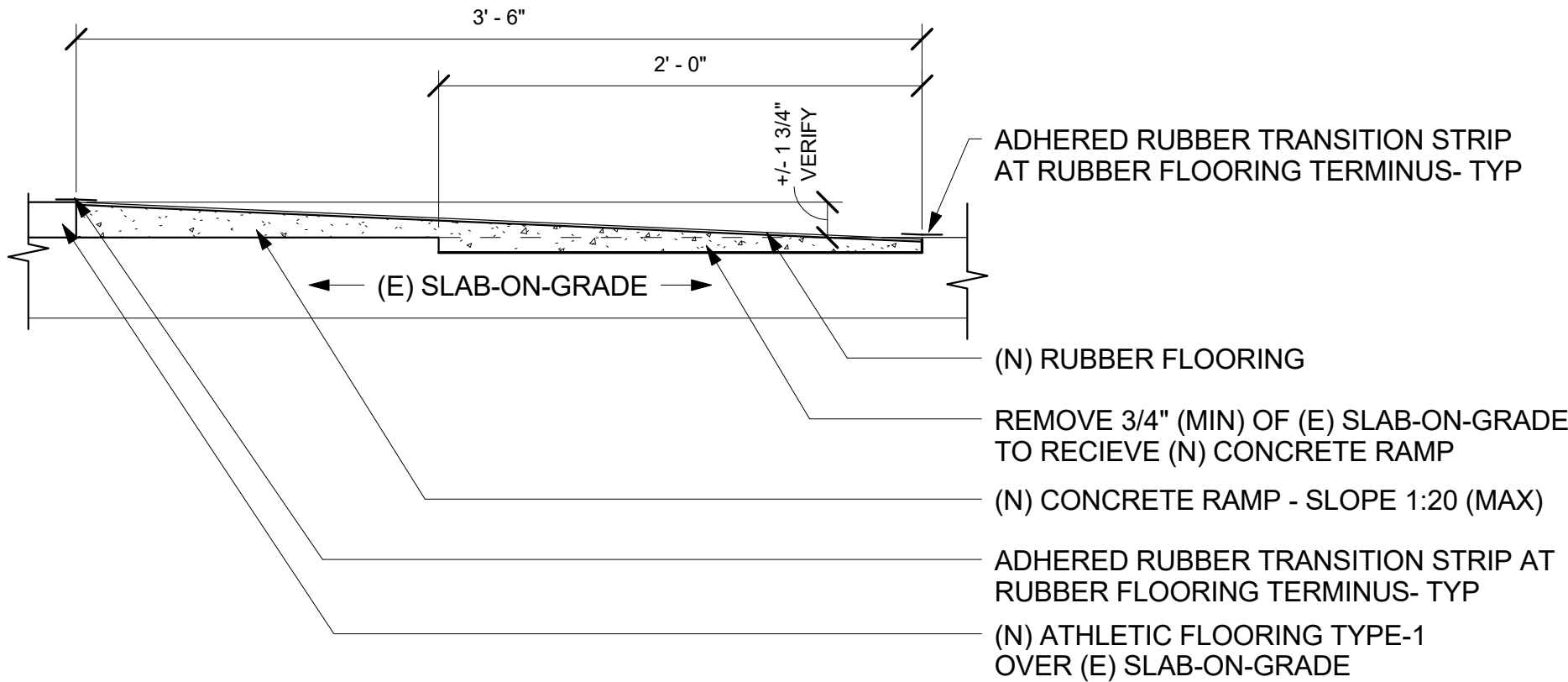
**A2.3**

KEYNOTES:

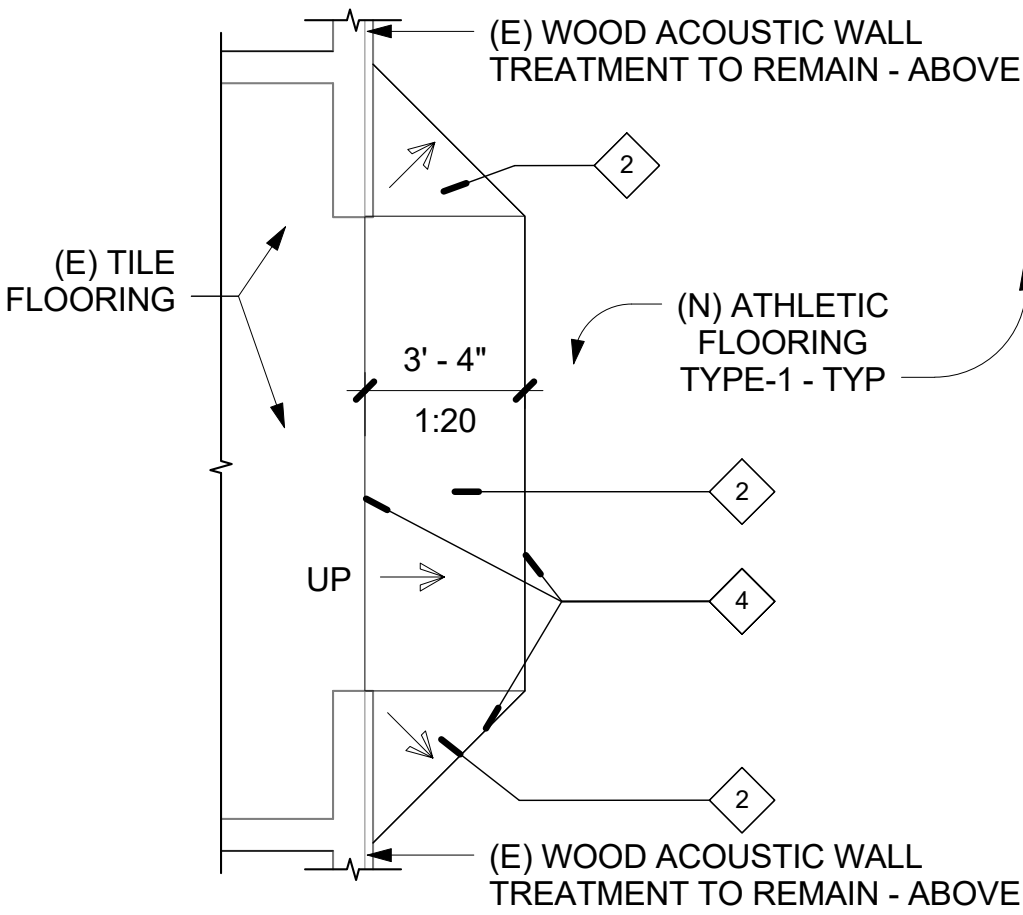
- 2
- RUBBER FLOORING ADHERED TO (N) SLOPED CAST-IN-PLACE CONCRETE  
SLAB-ON-GRADE
- 4
- RUBBER TRANSITION STRIP AT RUBBER FLOORING TERMINUS - TYP



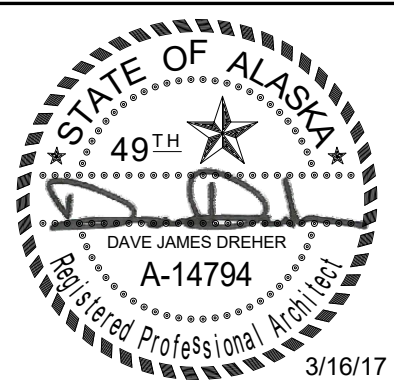
3 NEW SERVICE PASS-THRU SECTION  
1" = 1'-0"



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:

A7.1

## **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**

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**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

Section 08 33 13 - Page 3  
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-fibered 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.

**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.

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- 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**