

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: Clinic Sidewalk Replacement

Project Number: 17-350-1701

Contract Number: 1270

Cost Code: 350-0310-55000.1701

Issued for Construction

Date: March 10, 2017



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

Project Manager:
Jennifer Patton

Construction Plan Set Completed By:

City of Valdez
PO Box 307
212 Chenega Avenue
Valdez, AK 99686



**City of Valdez
Contract Documents**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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**City of Valdez
Invitation to Bid**

Date: March 10, 2017

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

This project includes, but is not necessarily limited to:

Demolish and replace approximately 85 LF of sidewalk, curb and gutter, and curb ramp.

Engineers Estimate for construction under \$50,000.00.

Sealed bids will be accepted until 2:00pm local time on April 5, 2017, at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, P. O. Box 307, Valdez, Alaska 99686. The bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held at the office of the Capital Facilities Director, 300 Airport Road, Suite 201, Valdez, Alaska on March 22, 2017 at 2:00pm.

Complete sets of the bid documents may be purchased from Digital Blueprint, 903 West Northern Lights Blvd., Anchorage, AK 99503, (907) 274-4060. Bid documents may also be downloaded from the City of Valdez website at www.ci.valdez.ak.us; documents are located under "Bids" on the lower right hand side of the opening page. Bidders are encouraged to download, fill out, and return the Request for Addendum form located at the link listed above to ensure receipt of any addendum issued for this project.

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

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

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

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

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



**City of Valdez
Instructions to Bidders**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

CAUTION:

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

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

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

1. General

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

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

2. Explanation to Bidders

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



3. Site Conditions

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

4. Addenda Requirements

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

5. Submissions of Bids

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

Bids must be in a sealed envelope marked as follows:

BIDS FOR CITY OF VALDEZ
CLINIC SIDEWALK REPLACEMENT
PROJECT NO. 17-350-1701
CONTRACT NO. 1270
DATE OF BID OPENING: APRIL 5, 2017

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

6. Preparation of Bids

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

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

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

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



7. Required Documents for Bid

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

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

8. Required Documents for Award of the Contract

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

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

9. Bonding Requirements

A. Bid Security

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

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

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

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



B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

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

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

10. Bidder Qualifications

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

11. Withdrawal of Bids

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



12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

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

15. Local Bidder Preference

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

Section 2.80.020 Definitions

“Local bidder” means a business who:

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

Section 2.80.060D Competitive Procurement Procedure

Except where prohibited by state or federal grant requirements, a local bidder, as defined in Section 2.80.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder having its place of business located outside the city. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.



16. Award of Bid

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

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held March 22, 2017, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska.

18. Pre-Award Conference

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



**City of Valdez
Addendum Acknowledgement**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

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

Company Name

Authorizing Name

Date

Title

Signature



**City of Valdez
Bid Schedule
Page 1 of 3**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	1	LS	N/A	
2	Underground Utilities Locate	1	LS	N/A	
3	Unusable Excavation	45	CY		
4	Type II-A Classified Fill and Backfill	40	CY		
5	Leveling Course	10	CY		
6	Remove Existing Sidewalk or Concrete Apron	48	SY		
7	Remove Existing Curb and Gutter	85	LF		
8	Remove Existing Pavement	18	SY		
9	P.C.C. Curb and Gutter (Type 1 or 3)	45	LF		
10	P.C.C. Sidewalk 5" thick	33	SY		



**City of Valdez
Bid Schedule
Page 2 of 3**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Item Price</u>
11	P.C.C. ADA Curb Ramp with Detectable Warning Panels	28	SY		
12	Joint Sealant	116	LF		
13	A.C. Pavement (Class D, 2" thickness)	13	SY		
14	Painted Traffic Markings	1	LS	N/A	
15	Field engineering, submittals, shop & record drawings, and close-out punchlist	1	LS	N/A	



**City of Valdez
Bid Schedule
Page 3 of 3**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

Total Base Bid Amount:

_____ Dollars _____ Cents
(\$ _____)

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

Respectfully submitted this _____ day of _____, 201____

BIDDER:

Company Name

Authorizing Name

Address

Title

City, State, Zip Code

Signature

Telephone Number

Email Address

CORPORATE SEAL

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

ATTEST:

Signature of Corporate Sec.

Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

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

as Principal, hereinafter called the Principal, and

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

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

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

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

Dollars (\$ _____),

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

Whereas, the Principal has submitted a bid for

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

Signed and sealed this _____ day or _____, 201_____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

The Contractor agrees to this Contract known as:

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice To Proceed and to complete all work in accordance with the contract documents and addendums within Forty-Five (45) calendar days of the Notice to Proceed. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as liquidated damages, the sum of Two Hundred Fifty dollars (\$250.00) for each calendar day in excess of the completion date specified in the written Notice To Proceed in which this project remains incomplete.

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



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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

Contractor

City of Valdez, Alaska, Authorized

Signature

Mayor's Signature

Name

Name

Title

Date

Date

Attested:

Mailing Address

City Clerk

City, State, Zip Code

Recommended:

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

City Manager

Date

Corporate Secretary

Capital Facilities Director

Date

Approved as to Form:

Attest: _____
Corporate Secretary

Attorney for the City of Valdez

Page 18 of 31



**City of Valdez
Performance Bond**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

KNOW ALL MEN BY THESE PRESENTS: that

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

as Principal, hereinafter called Contractor, and ,

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

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

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

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$))

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

WHEREAS,

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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

in accordance with Drawings and Specifications prepared by

**City of Valdez
PO Box 307
212 Chenega Avenue
Valdez, AK 99686**

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



**City of Valdez
Performance Bond**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20____

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

Know all men by these presents that:

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

as Principal, hereinafter called Principal, and,

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

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

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

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

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

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

WHEREAS,

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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

in accordance with Drawings and Specifications prepared by

**City of Valdez
PO Box 307
212 Chenega Avenue
Valdez, AK 99686**

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



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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

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

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

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

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

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

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

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

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

Signed and Sealed this _____, day of _____, 201____

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270

CONTRACTOR: _____

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

1. The work of the subject Contract above has been performed, and materials used and installed in accordance with and in conformity to, the Contract Drawings, Contract Specifications, City of Valdez Standard Specifications and Details.
2. The Contract work is now substantially complete in all parts and requirements.
3. I understand that neither the determination by the Engineer--Architect that the work is substantially complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The work to which this Certificate applies has been properly inspected and that work is hereby declared to be substantially complete in accordance with the Contract Documents.
5. The date of Substantial Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at _____(time) on _____day,_____, 201__.

CONTRACTOR

CITY OF VALDEZ, OWNER

(Signature)

Capital Facilities Director

(Title)

Date

Date

REMARKS: _____



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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

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

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

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

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

City of Valdez
Contract Release Page 2 of 2

Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270

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

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My Commission expires: _____



**City of Valdez
Special Provisions**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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SP 02	Scope of Work
SP 03	Time of Completion
SP 04	Special Site Conditions
SP 05	Hazardous Waste Generation
SP 06	Coordination and Schedule
SP 07	Site Preservation Restoration and Cleanup
SP 08	Permits
SP 09	Order of Award of Alternative Bids
SP 10	Payment
SP 11	References to City of Valdez Standard Specifications and Standard Details (CVSS)
SP 12	Construction Specifications



**City of Valdez
Special Provisions**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

SP 01 General Statement

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

SP 02 Scope of Work

Base Bid

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

Demolish and replace approximately 85 SF of sidewalk and curb ramp.

Alternate Bid(s)

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

There are no alternate bid items.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents within 45 calendar days of the date of the written Notice to Proceed.

Liquidated damages will be assessed in the sum of Two Hundred and Fifty dollars (\$250.00) for each calendar day after the completion date during which the Project remains incomplete.

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

SP 04 Special Site Conditions

Dump fees will be waived. The contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive or to the C&D pit on Haul Road. The Baler is located approximately 5 miles out of town, and the C&D pit is located approximately 6 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler’s number is 907-835-2356.



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

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

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

SP 05 Hazardous Waste Generation

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

SP 06 Coordination and Schedule

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

SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 08 Permits

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

SP 09 Order of Award of Alternative Bids

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



SP 10 Payment

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

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

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

SP 11 References to City of Valdez Standard Specifications (CVSS)

The City of Valdez Standard Specifications & Standard Details, Streets-Drainage-Utilities-Parks, dated April 2003, hereafter referred to as CVSS, are incorporated in and become a part of the Contract Documents for the work, The Standard Specifications are available for purchase from the Engineer's Office of the City of Valdez, P.O. Box 307, Valdez, Alaska 99686. All work under this Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

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

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following pages and on the attached drawing titled "Clinic Sidewalk Replacement". These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270

Division 10 Standard General Provisions

Article 7.5 Progress Payments

Add the following:

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

Article 7.7 Final Payments

Add the following:

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



**City of Valdez
Minimum Prevailing Wage Rates**

**Project: Clinic Sidewalk Replacement
Project Number: 17-350-1701 / Contract Number: 1270**

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

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

A photograph of two construction workers in safety gear (hard hats, high-visibility vests, and work clothes) working on a construction site. They are positioned behind a large, grey concrete block wall. One worker is wearing a white hard hat and the other an orange one. They are both looking down at the blocks. In the background, an orange excavator is visible, and the ground is uneven and rocky. The title text is overlaid on a yellow and blue banner at the top of the image.

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016
Issue 32

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

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

April 1, 2016

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2016.

All projects with a final bid date of April 11, 2016, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink, 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.

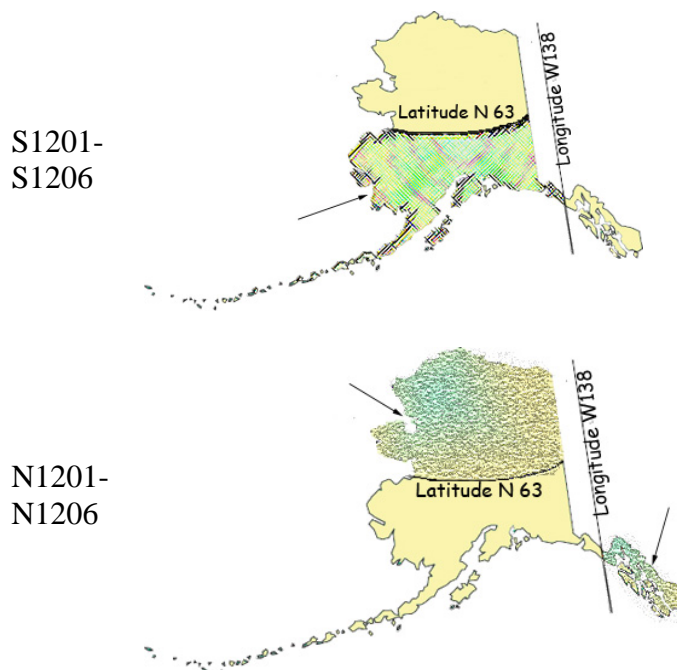
Sec. 36.05.900. Definition.

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

**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. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th 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	
A0101	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		
A0201	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		
A0202	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	0.15	0.43	58.97

Cleaner (PCC)

						L&M		
A0203	Marble & Tile Finisher	33.94	9.53	8.50	0.55	0.15	0.43	53.10

Terrazzo Finisher

						L&M		
A0204	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	
A0301	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		
N0401	Group I, including:	37.50	7.43	11.80	1.18	0.10		58.01

Application of Sealing Compound
Application of Underlayment
Building, General
Cement Mason (journeyman)
Concrete

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

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

**See note on last page if remote site

N0401	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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Concrete Paving
Curb & Gutter, Sidewalk
Curing of All Concrete
Grouting & Caulking of Tilt-Up Panels
Grouting of All Plates
Patching Concrete
Screed Pin Setter
Spackling/Skim Coating

N0402	Group II, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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Form Setter

N0403	Group III, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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Concrete Saw (self-powered)
Curb & Gutter Machine
Floor Grinder
Pneumatic Power Tools
Power Chipping & Bushing
Sand Blasting Architectural Finish
Screed & Rodding Machine Operator
Troweling Machine Operator

N0404	Group IV, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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Application of All Composition Mastic
Application of All Epoxy Material
Application of All Plastic Material
Finish Colored Concrete
Guniting Nozzleman
Hand Powered Grinder
Tunnel Worker

N0405	Group V, including:	37.75	7.43	11.80	1.18	L&M 0.10	58.26
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Plasterer

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401	Group I, including:	37.25	7.43	11.80	1.18	L&M 0.10	57.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Cement Masons, Region II (South of N63 latitude)								
**See note on last page if remote site								
S0401	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							
S0402	Group II, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
	Form Setter							
S0403	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							
S0404	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							
S0405	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
Culinary Workers * See note on last page							
A0501	Baker/Cook	25.67	6.53	6.37		LEG 0.07	38.64
A0503	General Helper	22.62	6.53	6.37		LEG 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	6.53	6.37		LEG 0.07	39.19
A0505	Head Housekeeper	23.04	6.53	6.37		LEG 0.07	36.01
	Head Kitchen Help						
Dredgemen **See note on last page if remote site							
A0601	Assistant Engineer	39.26	9.95	11.05	1.00	L&M 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	L&M 0.10	60.20
A0603	Fireman	38.54	9.95	11.05	1.00	L&M 0.10	60.64
A0605	Leverman Clamshell	41.79	9.95	11.05	1.00	L&M 0.10	63.89
A0606	Leverman Hydraulic	40.03	9.95	11.05	1.00	L&M 0.10	62.13
A0607	Mate & Boatman	39.26	9.95	11.05	1.00	L&M 0.10	61.36
A0608	Oiler (dredge)	38.54	9.95	11.05	1.00	L&M 0.10	60.64
Electricians							
A0701	Inside Cable Splicer	39.82	12.19	13.01	0.95	L&M 0.20 LEG 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
Electricians								
A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	L&M 0.20	LEG 0.15	66.23
A0703	Power Cable Splicer	52.27	12.19	18.76	0.95	L&M 0.20	LEG 0.15	84.52
A0704	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	L&M 0.20	LEG 0.15	76.38
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	L&M 0.20	LEG 0.15	82.72
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	L&M 0.20	LEG 0.15	77.75
A0707	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	L&M 0.20	LEG 0.15	74.58
A0708	Powderman	48.52	12.19	18.65	0.95	L&M 0.20	LEG 0.15	80.66
A0710	Material Handler	26.15	11.64	4.78	0.15	L&M 0.15	LEG 0.15	43.02
A0712	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	L&M 0.15	LEG 0.15	50.85
A0713	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	L&M 0.15	LEG 0.15	59.78
A0714	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	L&M 0.15	LEG 0.15	63.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	L&M 0.20	LEG 0.15	64.52
Elevator Workers								
A0802	Elevator Constructor	36.75	14.43	14.96	0.60	L&M 0.30	VAC 3.35	70.39
A0803	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	L&M 0.30	VAC 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

A0902	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	SAF 0.12	57.05
A0903	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	SAF 0.12	57.05
A0904	Insulator, Group II	37.38	8.84	9.51	1.20	SAF 0.12	57.05
A0905	Fire Stop	37.38	8.84	9.51	1.20	SAF 0.12	57.05

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	7.83	19.25	0.97	L&M 0.46	IAF 0.10	64.86
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
A1102	Helicopter	37.25	7.83	19.25	0.97	L&M 0.46	IAF 0.10	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)							
A1103	Fence/Barrier Installer	32.75	7.83	19.00	0.97	L&M 0.46	IAF 0.10	61.11
	Guard Rail Installer							
A1104	Guard Rail Layout Man	33.49	7.83	19.00	0.97	L&M 0.46	IAF 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

N1201	Group I, including:	30.00	7.71	17.06	1.20	L&M 0.20	LEG 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	
N1201	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	
N1202	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	
N1202	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	
N1203	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
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
**See note on last page if remote site								
N1203	Group III, including:	31.90	7.71	17.06	1.20	L&M	LEG	
	Welding Certified (in connection with laborer's work)					0.20	0.20	58.27
N1204	Group IIIA	35.18	7.71	17.06	1.20	L&M	LEG	
	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)							
N1205	Group IV	19.57	7.71	17.06	1.20	L&M	LEG	
	Final Building Cleanup					0.20	0.20	45.94
	Permanent Yard Worker							
N1206	Group IIIB	38.72	5.00	17.06	1.20	L&M	LEG	
	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)							
Laborers (The area that is south of N63 latitude and west of W138 longitude)								
**See note on last page if remote site								
S1201	Group I, including:	30.00	7.71	17.06	1.20	L&M	LEG	
	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	
S1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37

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

						L&M	LEG	
S1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

Burning & Cutting Torch
Cement or Lime Dumper or Handler (sack or bulk)
Certified Erosion Sediment Control Lead (CESCL Laborer)
Choker Splicer
Chucktender (wagon, air-track & hydraulic drills)
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
Culvert Pipe Laborer
Cured Inplace Pipelayer
Environmental Laborer (asbestos, marine work)
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Guniting Operator
Hod Carrier
Jackhammer or Pavement Breaker (more than 45 pounds)

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

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

**See note on last page if remote site

						L&M	LEG	
S1202	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	
S1203	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	
S1204	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

S1205	Group IV	19.57	7.71	17.06	1.20	L&M	LEG	
						0.20	0.20	45.94

Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	38.72	5.00	17.06	1.20	L&M	LEG	
						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

A1251	Millwright (journeyman)	36.49	9.78	11.26	1.00	L&M		
						0.40	0.05	58.98

A1252	Millwright Welder	37.49	9.78	11.26	1.00	L&M		
						0.40	0.05	59.98

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1301	Group I, including:	32.07	7.83	11.10	1.08	L&M		
						0.07		52.15

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

N1302	Group II, including:	32.59	7.83	11.10	1.08	L&M		
						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
Painters, Region I (North of N63 latitude)							
**See note on last page if remote site							
N1302	Group II, including:	32.59	7.83	11.10	1.08	L&M 0.07	52.67
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	37.88	7.83	11.86	1.05	0.05	58.67
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	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						
Painters, Region II (South of N63 latitude)							
**See note on last page if remote site							
S1301	Group I, including :	30.31	7.83	10.85	1.08	L&M 0.07	50.14
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	31.56	7.83	10.85	1.08	L&M 0.07	51.39
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	31.66	7.83	10.85	1.08	L&M 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

S1304	Group IV, including:	37.88	7.83	11.11	1.08	L&M	0.07	57.97
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Glazier

Storefront/Automatic Door Mechanic

S1305	Group V, including:	29.51	7.83	5.02	0.83	L&M	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

A1401	Piledriver	38.09	9.78	13.61	0.70	L&M	IAF	62.43
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Assistant Dive Tender

Carpenter/Piledriver

Rigger

Sheet Stabber

Skiff Operator

A1402	Piledriver-Welder/Toxic Worker	39.09	9.78	13.61	0.70	L&M	IAF	63.43
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A1403	Remotely Operated Vehicle Pilot/Technician	42.40	9.78	13.61	0.70	L&M	IAF	66.74
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Single Atmosphere Suit, Bell or Submersible Pilot

A1404	Diver (working) ***See note on last page	82.20	9.78	13.61	0.70	L&M	IAF	106.54
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A1405	Diver (standby) ***See note on last page	42.40	9.78	13.61	0.70	L&M	IAF	66.74
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A1406	Dive Tender ***See note on last page	41.40	9.78	13.61	0.70	L&M	IAF	65.74
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A1407	Welder (American Welding Society, Certified Welding Inspector)	43.65	9.78	13.61	0.70	L&M	IAF	67.99
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Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	41.21	7.75	13.45	1.25	L&M	S&L	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)

N1501	Journeyman Pipefitter	41.21	7.75	13.45	1.25	L&M 1.10	S&L	64.76
	Welder							

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	40.00	8.88	11.57	1.25	L&M 0.20		61.90
	Plumber							
	Welder							

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	37.27	12.72	11.25	2.50	L&M 0.24		63.98
	Plumber							
	Welder							

Power Equipment Operators

**See note on last page if remote site

A1601	Group I, including:	40.03	9.95	11.05	1.00	L&M 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	
A1601	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
Power Equipment Operators								
**See note on last page if remote site								
A1602	Group IA, including:	41.79	9.95	11.05	1.00	L&M		63.89
	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							
A1603	Group II, including:	39.26	9.95	11.05	1.00	L&M		61.36
	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							
A1604	Group III, including:	38.54	9.95	11.05	1.00	L&M		60.64
	"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	
A1604	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	
A1605	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	
A1701	Roofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03 58.22

						L&M	
A1702	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	
N1801	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	
S1801	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
Sheet Metal Workers, Region II (South of N63 latitude)							
						L&M	
S1801	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52
	Skylight installation						
Sprinkler Fitters							
						L&M	
A1901	Sprinkler Fitter	43.75	8.77	13.35	0.45	0.25	66.57
Surveyors							
**See note on last page if remote site							
						L&M	
A2001	Chief of Parties	42.51	9.98	9.99	1.30	0.10	63.88
						L&M	
A2002	Party Chief	40.92	9.98	9.99	1.30	0.10	62.29
						L&M	
A2003	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	0.10	61.69
						L&M	
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	0.10	59.57
						L&M	
A2005	Stake Hop/Grademan	35.27	9.98	9.99	1.30	0.10	56.64
						L&M	
A2006	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	0.10	55.23
Truck Drivers							
**See note on last page if remote site							
						L&M	
A2101	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

A2101	Group I, including:	39.29	9.98	9.99	1.30	L&M 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)

A2102	Group 1A including:	40.56	9.98	9.99	1.30	L&M 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)

A2103	Group II, including:	38.03	9.98	9.99	1.30	L&M 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)

A2104	Group III, including:	37.21	9.98	9.99	1.30	L&M 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
Truck Drivers								
**See note on last page if remote site								
A2104	Group III, including:	37.21	9.98	9.99	1.30	L&M		58.58
	Trucks/Jeeps (push or pull)					L&M		
A2105	Group IV, including:	36.63	9.98	9.99	1.30	L&M		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							
A2106	Group V, including:	35.87	9.98	9.99	1.30	L&M		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		
A2106	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	
N2201	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	
N2202	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	
N2203	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	
N2204	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	
N2206	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	
S2201	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	
S2202	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	
S2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46

Miner
 Retimberman

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

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

**See note on last page if remote site

						L&M	LEG	
S2204	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	
S2206	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	
A2207	Group I	44.03	9.95	11.05	1.00	0.10	66.13

						L&M	
A2208	Group IA	45.97	9.95	11.05	1.00	0.10	68.07

						L&M	
A2209	Group II	43.19	9.95	11.05	1.00	0.10	65.29

						L&M	
A2210	Group III	42.39	9.95	11.05	1.00	0.10	64.49

						L&M	
A2211	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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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.

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 contacts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

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

Sec. 36.05.005. Applicability. This chapter applies only to a public construction contract that exceeds \$25,000. (§ 1 ch 28 SLA 2011)

Sec. 36.05.010. Wage rates on public construction. A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed whichever occurs first. This process shall be repeated until the contract is completed. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

Sec. 36.05.020. Basis for determining wage. A subcontract which is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage. (§ 14-2-2 ACLA 1949)

Sec. 36.05.030. Authority. (a) The Department of Labor and Workforce Development has the authority to determine the prevailing wage, and whether or not this chapter is being violated. The department may when necessary for the enforcement of this chapter

- (1) conduct investigations and hold hearings concerning wages;
- (2) compel the attendance of witnesses and the production of books, papers and documents;
- (3) adopt regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor and Workforce Development, enforce these provisions. (§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

Sec. 36.05.035. Notification of contract awards. Upon awarding a public construction contract, the state or a political subdivision of the state shall

- (1) immediately notify the commissioner of labor of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and
- (2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met. (§ 3 ch 142 SLA 1972)

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information. All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development. (§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972; am § 1 ch 111 SLA 2003)

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

(a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary

contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.

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

(c) A contracting agency

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

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

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

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

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter. A contractor who violates this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense. (§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

Sec. 36.05.070. Wage rates in specifications and contracts for public works. (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers,

mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

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

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

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

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

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

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

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

(B) the rates of wages in fact received by laborers, mechanics or field surveyors. (§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976; am § 1 ch 28 SLA 2011)

Sec. 36.05.080. Failure to pay agreed wages. Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work. (§2 Ch 52 SLA 1959)

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts. (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, the mechanics or field surveyors have the right of action or

intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds. (§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972; am § 1 ch 28 SLA 2011)

Sec. 36.05.100. Effect of AS 36.05.070 -- 36.05.110 on other laws. AS 36.05.070--36.05.110 do not supersede or impair authority granted by state law to provide for the establishment of specific wage rates. (§ 4 ch 52 SLA 1959; am § 10 ch 142 SLA 1972)

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

APPLICABILITY. This Act applies to public construction if the public construction is subject to AS 36.005 and if the contract for the public construction is entered into on or after the effective date of this Act. In this section, "public construction" has the meaning given in AS 36-95.010. (§ 1 ch 28 SLA 2011)

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

Article 2. General Provisions

Section

900. Definition

Sec. 36.05.900. Definition. In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor. (§ 3 ch 111 SLA 2003)

CHAPTER 10. EMPLOYMENT PREFERENCE

Section

- 05. Legislative Findings
- 06. Statement of purpose
- 07. State policy
- 20. Apprentices
- 30. Reduction of work force
- 40. Application to contracts involving federal funds
- 70. Unavailability of preferred workers
- 75. Duties of commissioner of labor and workforce development
- 76. Duties of state or political subdivision
- 80. Chapter incorporated in contracts
- 90. Publication of list of violators
- 100. Penalty
- 120. Investigations and hearings
- 125. Enforcement

Section

- 130. Resident hire report
- 140. Eligibility for preference
- 150. Determination of zone of underemployment
- 160. Preference for residents of economically distressed zones (Deleted)
- 170. Preference for economically disadvantaged minority residents (Deleted)
- 175. Preference for economically disadvantaged female (Deleted)
- 180. Projects subject to preference
- 190. Reporting provisions
- 200. Criminal penalties
- 210. Civil penalties
- 900. Effect of judicial decisions
- 990. Definitions

Sec. 36.10.005. Legislative findings. (a) The legislature finds that

(1) because of its unique climate and its distance from the contiguous states, the state has historically suffered from unique social, seasonal, geographic, and economic conditions that result in an unstable economy;

(2) the unstable economy is a hardship on the residents of the state and is aggravated by the large numbers of seasonal and transient nonresident workers;

(3) the rate of unemployment among residents of the state is one of the highest in the nation;

(4) the state has one of the highest ratios of nonresident to resident workers in the nation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The legislature further finds that

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

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

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

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

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

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

(d) The legislature finds that

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

(2) many rural state residents who wish to work do not seek employment as frequently as necessary to meet federal definitions of unemployment because of continuing lack of employment opportunities in rural areas of the state. (§ 1 ch 69 SLA 1985; am § 2 ch 33 SLA 1986)

Sec. 36.10.006. Statement of purpose. The legislature adopted AS 36.10.010 in response to problems and concerns identified by the findings of facts in AS 36.10.005 to

(1) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state if the purpose of the project includes reducing the unemployment of residents;

(2) ensure that qualified resident workers do not remain unemployed while nonresident workers are employed on construction projects funded by the state or a political subdivision of the state;

(3) reduce the level of unemployment among residents of the state.
(§ 1 ch 69 SLA 1985)

Sec. 36.10.007. State policy. It is the policy of this state that, to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the state will grant an employment preference to residents when the state is acting as a market participant. (§ 1 ch 69 SLA 1985)

Sec. 36.10.010. Employment preference. [Repealed by § 11 ch 33 SLA 1986.]

Sec. 36.10.020. Apprentices. Apprentices must be properly registered apprentices in their particular craft. (§ 1c ch 177 SLA 1960)

Sec. 36.10.030. Reduction of work force. When a work force is reduced, resident workers, except supervisory personnel, shall be terminated last. (§ 1d ch 177 SLA 1960)

Sec. 36.10.040. Application to contracts involving federal funds. In a contract involving expenditure of federal aid funds, this chapter may not be enforced in a manner that conflicts with federal statutes giving preference to veterans or prohibiting other preferences or discriminations among United States citizens. (§ 2 ch 177 SLA 1960)

Sec. 36.10.050. Employment of aliens. [Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.060. Employment of prisoners. [Repealed by § 6 ch 53 SLA 1982.]

Sec. 36.10.070. Unavailability of preferred workers. (a) An employer subject to hiring requirements under this chapter may request the Department of Labor and Workforce Development to assist in locating qualified, eligible employees. After receiving a request for assistance, the department shall refer qualified, eligible, available residents to the employer to fill the employer's hiring needs. The employer shall cooperate with the department.

(b) If the department is unable to refer a sufficient number of qualified, eligible, available residents able to perform the work, the commissioner of labor may approve the hiring of residents who are not eligible for preference and nonresidents for the balance of the request. (§ 5 ch 177 SLA 1960; am § 2 ch 208 SLA 1972; am § 3 ch 33 SLA 1986)

Sec. 36.10.075. Duties of commissioner of labor and workforce development. (a) The commissioner of labor shall adopt regulations necessary to carry out the provisions of this chapter including but not limited to the method, time and content of reporting by employers covered by this chapter and reporting provisions permitting on-going supervision by the Department of Labor and Workforce Development on all public works projects covered by this chapter.

(b) The commissioner of labor and workforce development shall adopt regulations to encourage and require the hiring of residents to the maximum extent permitted by law. (§ 3 ch 208 SLA 1972; am § 4 ch 33 SLA 1986)

Sec. 36.10.076. Duties of state or political subdivision. An agency or political subdivision of the state covered by the provisions of this chapter shall notify the Department of Labor and Workforce Development periodically regarding planned public works. Notification shall be in the form and manner prescribed by the Department of Labor and Workforce Development. (§ 3 ch 208 SLA 1972)

Sec. 36.10.080. Chapter incorporated in contracts. The provisions of this chapter are considered to be a part of every public works contract let after April 24, 1960. (§ 6 ch 177 SLA 1960)

Sec. 36.10.090. Publication of list of violators. (a) The commissioner of labor shall distribute to all departments and agencies of the state government and to all political subdivisions of the state a list of the names of persons or firms convicted of a violation of this chapter. A person appearing on the list or a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision until after three years from the date of publication of the list.

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

(c) A person or governmental entity covered by the provisions of (b) of this section who is not satisfied by a decision of the Department of Labor and Workforce Development may, as the final administrative process, appeal the decision to a committee consisting of the commissioners of transportation and public facilities, labor and administration. The commissioner of transportation and public facilities is the chairman of the committee. A quorum for conducting business is three members and any decision made must be supported by a majority of the committee members. The committee may, upon a showing of hardship, waive all or any part of the penalty provisions of this chapter. (§ 7 ch 177 SLA 1960; am § 12 ch 142 SLA 1972; am § 4 ch 208 SLA 1972; am Executive Order No. 39, § 11 (1977))

Sec. 36.10.100. Penalty. (a) A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency.

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

Sec. 36.10.110. Definitions. [Repealed by § 17 ch 142 SLA 1972.]

Sec. 36.10.120. Investigations and hearings. The Department of Labor and Workforce Development may when necessary to enforce this chapter

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

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

(3) *[Repealed by § 46 ch 53 SLA 1973.] (§ 13 ch 142 SLA 1972; am § 46 ch 53 SLA 1973)*

Sec. 36.10.125. Enforcement. (a) The attorney general shall, when requested by the Department of Labor and Workforce Development, enforce the provisions of this chapter. The attorney general may obtain a court order prohibiting a contractor or subcontractor violating this chapter from continuing to work on existing public construction contracts of the state or a political subdivision of the state. The state or political subdivision of the state may prosecute the work to completion by contract or otherwise, and the contractor or subcontractor and the sureties of the contractor or subcontractor are liable for excess costs for completing the work.

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

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

(2) the specific violation complained of; and

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

(c) In an action brought under (b) of this section the court may, in its discretion, order denial of state revenue sharing or public school foundation money, forfeiture of office or position, or injunctive or other relief. If the court finds for the plaintiff in an action brought under (b) of this section, it may award the plaintiff an amount equal to the actual costs and attorney fees incurred by the plaintiff. (§ 13 ch 142 SLA 1972; am § 1 ch 183 SLA 1976)

Sec. 36.10.130. Resident hire report. The attorney general and the commissioner of labor shall report annually to the legislature and the governor on the status of employment in the state, the effect of nonresident employment on the employment of residents in the state, and methods to increase resident hire. The report shall be submitted by January 31 of each year. (§ 5 ch 33 SLA 1986)

Sec. 36.10.140. Eligibility for preference. (a) A person is eligible for an employment preference under this chapter if the person certifies eligibility as required by the Department of Labor and Workforce Development, is a resident, and

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

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

(c) An employer subject to a resident hiring requirement under this chapter shall certify that persons employed as residents under the preference were eligible for the preference at the time of hiring.

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

(e) An employer or labor organization may request assistance from the Department of Labor and Workforce Development in verifying the eligibility of an applicant for a hiring preference under this chapter. (§ 5 ch 33 SLA 1986)

Sec. 36.10.150. Determination of zone of underemployment. (a) Immediately following a determination by the commissioner of labor that a zone of underemployment exists, and for the next two fiscal years after the determination, qualified residents of the zone who are eligible under AS 36.10.140 shall be given preference in hiring for work on each project under AS 36.10.180 that is wholly or partially sited within the zone. The preference applies on a craft-by-craft or occupational basis.

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

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

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

Sec. 36.10.180. Projects subject to preference. (a) The preferences established in AS 36.10.150--36.10.175 apply to work performed

(1) under a contract for construction, repair, preliminary surveys, engineering studies, consulting, maintenance work, or any other retention of services necessary to complete a given project that is let by the state or any agency of the state, a department, office, state board, commission, public corporation, or other organizational unit of or created under the executive, legislative or judicial branch of state government, including the University of Alaska and the Alaska Railroad Corporation, or by a political subdivision of the state including a regional school board with respect to an educational facility under AS 14.11.020;

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

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

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

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

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

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

Sec. 36.10.190. Reporting provisions. An employer obligated to meet resident hire requirements under this chapter shall comply with the reporting provisions that the commissioner of labor determines are reasonably necessary to carry out this chapter. Except for statistical data, all information regarding specific employees is confidential and may not be released by the Department of Labor. However, confidential employee information may be shared between departments for purposes of this chapter. (§ 5 ch 33 SLA 1986)

Sec. 36.10.200. Criminal penalties. (a) A person who makes a false sworn statement in connection with a certification of eligibility for an employment preference under this chapter is subject to criminal prosecution for perjury as provided in AS 11.56.200.

(b) A person who makes an unsworn falsification, with the intent to mislead a public servant in the performance of a duty, in connection with a certification of eligibility for an employment preference under this chapter, is subject to criminal prosecution as provided in AS 11.56.210. (§ 5 ch 33 SLA 1986)

Sec. 36.10.210. Civil penalties. (a) In addition to any criminal penalties imposed, after a hearing the department may impose a civil penalty on a person who, in connection with certification of eligibility for an employment preference under this chapter,

(1) made a false sworn statement; or

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

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

(c) The amount of the civil penalty under (a) of this section for an employer who falsely certifies that employees are residents eligible for a preference under this chapter is not more than \$2,000 for each of the first five false certifications. The penalty for the sixth false certification made by an employer and for each false certification thereafter is at least \$2,000 and not more than \$4,000. (§ 5 ch 33 SLA 1986)

Sec. 36.10.900. Effect of judicial decisions. If a provision of this chapter, or the application of a provision to a person or circumstance, is held invalid, the remainder of this chapter and the application to other persons or circumstances shall not be affected by the holding. The remainder shall be enforced to the greatest extent constitutionally permissible under the constitutions of the United States and the State of Alaska. (§ 5 ch 33 SLA 1986)

Sec. 36.10.990. Definitions. In this chapter

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

(2) "zone" includes a census area in the state, an economic region of the state, and the state as a whole. (§ 5 ch 33 SLA 1986)

CHAPTER 15. ALASKA PRODUCT PREFERENCES.

Article 1. Forest Products Preference

Section

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

Section

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

Sec. 36.15.010. Use of local forest products required in projects financed by public money. In a project financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. (§ 14-3-1 ACLA 1949)

Sec. 36.15.020. Insertion of clause in calls for bids and in contracts. A clause containing the substance of AS 36.15.010 shall be inserted in all calls for bids and in all contracts awarded. (§ 14-3-2 ACLA 1949)

CHAPTER 25. CONTRACTORS' BONDS.

Section

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

Section

- 25. Optional municipal exemption

Sec. 36.25.010. Bonds of contractors for public buildings or works. (a)

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

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

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

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

(c) When no payment bond has been furnished, the contracting department may not approve final payments to the contractor until the contractor files a written certification that all persons who supplied labor or material in the prosecution of the work provided for in the contract have been paid. (§ 1 ch 49 SLA 1953; am § 1 ch 77 SLA 1964; am § 14 ch 142 SLA 1972; am §§ 1, 2 ch 180 SLA 1976; am § 8 ch 277 SLA 1976; am 34 ch 108 SLA 1982)

Sec. 36.25.020. Rights of persons furnishing labor or material. (a)

A person who furnishes labor or material in the prosecution of the work provided for in the contract for which a payment bond is furnished under AS 36.25.010 and who is not paid in full before the expiration of 90 days after the last day on which the labor is performed or material is furnished for which the claim is made, may sue on the payment bond for the amount unpaid at the time of the suit.

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

(c) A suit brought under this section shall be brought in the name of the state or the political subdivision of the state for the use of the person suing in the court with jurisdiction. A suit under this section is subject to AS 08.18.151. A suit may not be started after the expiration of one year after the date of final settlement of the contract. The state or political subdivision of the state is not liable for costs or expenses of the suit. (§ 2 ch 49 SLA 1953; am § 15 ch 142 SLA 1972 am §58 ch 14 SLA 1987)

Sec. 36.25.025. Optional municipal exemption. A municipality, by ordinance adopted by its governing body, may exempt contractors from compliance with the provisions as AS 36.25.010(a) if the estimated cost of the project does not exceed \$400,000, and

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

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

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

(4) the total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under (3) of this section by more than seven times. (§ 1 ch 81 SLA 1978)

CHAPTER 95. GENERAL PROVISIONS.

Section

10. Definitions

Sec. 36.95.010. Definitions. In this title unless the context requires otherwise

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

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

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

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

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

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

(7) "wages" includes fringe benefits. (§ 16 ch 142 SLA 1972; am § 3 ch 89 SLA 1976; am § 16 ch 147 SLA 1978; am § 2 ch 85 SLA 1982; am § 92 ch 6 SLA 1984; am §§ 6, 11 ch 33 SLA 1986)

ALASKA ADMINISTRATIVE CODE

TITLE 8. LABOR

PART 2. RESIDENT EMPLOYMENT

CHAPTER 30. PUBLIC CONTRACTS.

Articles

1. Wages and Hours (8 AAC 30.010 – 8 AAC 30.040)
2. Wage Scale (8 AAC 30.050)
3. Employment Preference (8 AAC 30.060 – 8 AAC 30.088)
4. Investigations and Hearings (8 AAC 30.090 – 8 AAC 30.110)
5. Debarment (8 AAC 30.200 – 8 AAC 30.240)
6. General Provisions (8 AAC 30.900 – 8 AAC 30.920)

ARTICLE 1. WAGES AND HOURS.

Section

10. Notification of contract awards
20. Certified payroll
25. Fringe benefit contributions

Section

27. Notice of violation requiring withholding
30. Notification of withholding accrued Payments
40. Notification of termination of contract

8 AAC 30.010. Notification Of Contract Awards. (a) Within 20 days of awarding a public contract, the state or political subdivision of the state shall notify the commissioner in writing that the contract has been awarded. The writing shall conform to the requirements of AS 36.05.035.

(b) Verification of contractors bonding requirements shall be by certified statement furnished to the commissioner by the state or political subdivision of the state which awarded the contract. (Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.035

8 AAC 30.020. Certified Payroll. (a) Before Friday of every second week, each contractor, subcontractor, or owner/operator who performs work on a public construction contract for the state or political subdivision of the state shall file with the department a certified payroll (Form 07-6058) that covers the preceding reporting period.

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

1st Judicial District - Department of Labor and Workforce Development, Juneau
 3rd Judicial District - Department of Labor and Workforce Development,
 Anchorage
 2nd and 4th Judicial Districts - Department of Labor and Workforce
 Development, Fairbanks

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

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

(e) If a contractor is under contract to provide trucks on a public construction project and leases a truck to an individual truck driver or dispatches an owner/operator working on that same project, the contractor shall pay no less than the prevailing wage for each hour worked each certified payroll reporting period to that driver. (Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/01; Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.030 AS 36.05.040 AS 36.10.075

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

Form 07-6058 (payroll form) required in 8 AAC 30.020 may be obtained from the department's wage and hour administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503; telephone: (907) 269-4900. The form is also available on the department's website at: <http://labor.state.ak.us/lss/lssforms.htm>.

8 AAC 30.025. Fringe Benefit Contributions. (a) Employers must remit contributions to union trusts, approved private pension plans, or other approved fringe benefit plans by the 15th of the month following the accrual of the contribution. If the plan itself has a more stringent remittance deadline, the plan deadline shall prevail. A copy of the actual deposit or other satisfactory proof shall be provided the department upon request.

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

- (1) plan contributions must be
 - (A) irrevocable;
 - (B) deposited on a regular basis, not less than monthly, to a trustee or third-party administrator;
 - (C) free of administrative expense charges to employees, except reasonable and customary administrative fees charged to the plan as a whole, subject to approval of the plan trustee;
 - (D) non-discretionary;
 - (E) factored across all work performed by an employee in public construction and non-public construction with the exception of an automatic vesting 401(k) plan;

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

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

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

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

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

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

- (1) a copy of the plan;
- (2) a copy of the plan adoption agreement;
- (3) the name, address, and telephone number of the plan broker;
- (4) the name, address, and telephone number of the plan administrator;
- (5) the United States Internal Revenue Service approval letter;
- (6) the calculations of the hourly cost equivalent for the plan.

(g) An apprentice shall receive 100 percent of the prevailing fringe benefit rate established in the applicable *Laborers' and Mechanics' Minimum Rates of Pay*, unless another rate is specified in the apprentice training agreement approved by the United States Department of Labor, Bureau of Apprenticeship and Training.

(h) In this section, "automatic vesting 401(k) plan," means a 401(k) plan maintained in compliance with 29 U.S.C. 1001 – 1461 (Employee Retirement Income

Security Act of 1974) that allows for immediate vesting in the plan to ensure that the employee will not be subject to any forfeiture of amounts contributed to the plan since it has no vesting requirements. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.070

8 AAC 30.027. Notice Of Violation Requiring Withholding. When the department determines, under the authority of AS 36.05.030, that a violation has occurred, it shall notify the contracting agency as to the nature and estimated amount of the violation so that the contracting agency can fulfill its obligation to withhold funds under AS 36.05.070 (4). (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.070

8 AAC 30.030. Notification Of Withholding Accrued Payments. (a) If the state or a political subdivision of the state withholds accrued payments under those provisions of its contracts required by AS 36.05.070(c)(4), the state or political subdivision shall notify the commissioner within three working days.

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid. (Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.070

8 AAC 30.040. Notification Of Termination Of Contract. (a) If the state or a political subdivision of the state terminates a contract under those provisions of its contract required under AS 36.05.080, the state or political subdivision of the state shall notify the department within three working days.

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

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

(2) name of state agency or political subdivision of the state that is terminating the contract;

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract;

(7) wage rate actually being paid; and

(8) proposed action to be taken to complete construction. (Eff. 7/8/73, Register 47)

Authority: AS 36.05.030 AS 36.05.080

ARTICLE 2. WAGE SCALE.

Section

50. Wage scale

8 AAC 30.050. Wage Scale. (a) The department will determine the prevailing wage rate to be paid laborers, mechanics, and field surveyors. This determination will be published by the department in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*. Prevailing wage rates will be periodically revised by the department, on a regional basis, to correspond with the prevailing wage rate for similar work.

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

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

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

(3) For example, in a survey consisting of 75 different pay rates the rates will be arrayed in order of size. Five percent at both ends of the scale, the four highest and four lowest, will be eliminated. The remaining 67 rates will be the final survey from which the arithmetic mean will be determined to be the prevailing rate of pay.

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

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

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

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

(e) This section shall be made part of every contract that falls within the scope of AS 36.05.010 and 36.05.070(a). (Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/2001, Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.010 AS 36.05.030 AS 36.05.070

Editor's note: The pamphlet titled *Laborers' and Mechanics' Minimum Rates of Pay* may be obtained from the department's Wage and Hour Administration office in Anchorage, Alaska at 3301 Eagle Street, Suite 301 or by contacting the office at Department of Labor and Workforce Development, 3301 Eagle Street, Suite 301, Anchorage, AK 99503-4149; telephone: (907) 269-4900. The pamphlet is also available on the department's website at: <http://labor.state.ak.us/lss/lssforms.htm>.

ARTICLE 3. Employment Preference.**Section**

- 60. (Repealed)
- 61. Contracting agency report requirements
- 62. Employer reporting requirements
- 64. Hiring preference for residents of zone of underemployment
- 65. (Repealed)
- 66. (Repealed)
- 67. (Repealed)
- 68. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems
- 69. Determination of peculiar source of unemployment

Section

- 70. (Repealed)
- 71. (Repealed)
- 72. Determining residency
- 73. Determination of resident hiring preferences
- 78. Resident hiring preferences in overlapping or multiple zones
- 80. (Repealed)
- 81. Compliance with preference requirements
- 82. Department determination of eligibility for preference
- 84. Appeals of eligibility determinations
- 86. Approval of job training programs
- 88. Computations regarding hiring preference requirements

8 AAC 30.060. Resident Hiring. Repealed 9/27/87.

8 AAC 30.061. CONTRACTING AGENCY REPORTING REQUIREMENTS.

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

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

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

- (1) a change in the identity of a contractor or subcontractor performing work on the project; or
- (2) a change in the total amount of the contract if the change exceeds \$10,000. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.076

8 AAC 30.062. Employer Reporting Requirements. (a) Upon request by the department, an employer required to file a quarterly report of employment and wages under AS 23.20.105 - 23.20.535 shall include in its quarterly report the following information for each employee:

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

(b) The department will provide each employer required to submit information under (a) of this section with a list of occupational codes and titles applicable to its industry and a map showing the boundaries and code for each geographic area of the state. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.190

8 AAC 30.064. Hiring Preference For Residents Of Zone Of Underemployment.

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

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

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

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

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

(b) For a public-funded project, the percentage of positions which must be reserved under AS 36.10.150 for eligible residents, in a craft or occupation subject to a hiring preference, is the percentage that would result in a determination under (a) of this section that the area was not a zone of underemployment. The department will compute the percentage for an occupation or craft and announce it after the determination under (a) of this section is made. (Eff. 9/27/87, Register 103; am 6/8/11, Register 198)

Authority: AS 36.10.075 AS 36.10.150

8 AAC 30.065. Hiring Preference For Residents Of Economically Distressed Zone. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01, Register 159)

8 AAC 30.066. Hiring Preference For Economically Disadvantaged Minority Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.067. Hiring Preference For Economically Disadvantaged Female Residents. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.068. Determination That Lack Of Employment Opportunities Has Substantially Contributed To Serious Social Or Economic Problems. For purposes of AS 36.10.150 - 36.10.175 and this chapter, the lack of employment opportunities has substantially contributed to serious social or economic problems if changes in indicators of social and economic problems are linked to changes in the number of people who want to work and are unable to obtain work. The commissioner will use correlation analysis, testimony, professional studies, or other evidence to establish the relationship between unemployment and social or economic problems. (Eff. 9/27/87, Register 103)

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

8 AAC 30.069. Determination Of Peculiar Source Of Unemployment. For purposes of AS 36.10.150 - 36.10.175, and 8 AAC 30.064, the commissioner will determine that employment of nonresidents is a peculiar source of unemployment if more than 10 percent of the residents of an area who are trained or experienced in a craft or occupation are unemployed and more than 10 percent of the total number of workers employed in that area in that craft or occupation are not residents of the area. (Eff. 9/27/87, Register 103; am 08/9/01; Register 159)

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

8 AAC 30.070. Annual Report By Agency Or Political Subdivision Of The State. Repealed 9/27/87.

8 AAC 30.071. Determination Of Past Economic Discrimination. Repealed. (Eff. 9/27/87, Register 103; repealed 08/9/01; Register 159)

8 AAC 30.072. Determining Residency. The department will consider the following information in determining whether a person is a resident:

- (1) where the person, the person's spouse, and the person's dependent children maintain their principal place of abode;
- (2) where the person's dependent children are enrolled in school;
- (3) the person's address on driver's licenses;
- (4) the person's address on motor vehicle registrations;
- (5) where the person's bank, credit union, or other financial accounts are maintained;
- (6) the person's address on hunting, fishing, trapping, or other licenses;
- (7) where the person is registered to vote;

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

(9) any other relevant facts. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.140 AS 36.95.010(4)

8 AAC 30.073. Determination of Resident Hiring Preferences. (a) The commissioner will, at least biennially, determine whether an area is a zone of preference under AS 36.10 and this chapter if enough data is available to make that determination.

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

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

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective immediately and apply to all public-funded projects in the zone. (Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority: AS 36.10.075

8 AAC 30.078. Resident Hiring Preferences in Overlapping or Multiple Zones. (a) If two areas are determined to be zones of preference under AS 36.10 and this chapter for the same resident hiring preference, and one of the zones is located entirely within the other, the preference requirements will apply to the larger zone.

(b) As provided in AS 36.10.150 - 36.10.175, if a public-funded project is located in more than one zone, the entire project is subject to the resident hiring preferences in effect in those zones. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

8 AAC 30.080. Repealed 12/4/76.

8 AAC 30.081. Compliance With Preference Requirements. (a) To comply with AS 36.10.150 - 36.10.175, an employer subject to a resident hiring reference shall meet the relevant resident hire percentage, prescribed under this chapter, for each separate workweek. If an area has been determined to be a zone of preference for more than one type of resident hiring preference, the requirements of each preference apply. An employer may count the hire of an eligible resident toward satisfaction of each preference for which the resident qualifies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) A waiver granted under this section will be determined invalid unless the same benefits provided to the ineligible nonresident, such as housing and transportation to the work site, are also offered and provided to eligible resident applicants. (Eff. 9/27/87, Register 103; am 3/2/2008, Register 185)

Authority:	AS 36.10.070	AS 36.10.140	AS 36.10.190
	AS 36.10.075	AS 36.10.180	

8 AAC 30.082. Department Determination Of Eligibility For Preference. (a)

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

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

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

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

(e) An employer may rely on the department's determination of eligibility under this section in meeting the requirements of AS 36.10.140 (c) and 36.10.150 - 36.10.175. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.070 AS 36.10.075 AS 36.10.140

8 AAC 30.084. Appeals Of Eligibility Determinations. (a) A determination by the department under 8 AAC 30.082 that a person is not eligible for a resident hiring preference is final unless the applicant, or the applicant's representative, files a written appeal with the department within 20 days after receipt of the determination.

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

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

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

(e) The department will issue a written decision on the appeal within 30 days after receipt of the appeal or within 30 days after the submission of additional information requested under (c) of this section. The decision will include findings of fact and conclusions of law, and will be served on all parties to the appeal. The decision under this subsection is the final decision of the department. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.140

8 AAC 30.086. Approval Of Job Training Programs. (a) For the purposes of AS 36.10.140 (a)(4), the following types of job training programs are approved:

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

(2) a program approved by the federal bureau of apprenticeship and training.

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

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

(2) a program approved under 29 U.S.C. 1501 - 1781 (Job Training Partnership Act). (Eff. 9/27/87, Register 103)

Authority: AS 36.10.140

8 AAC 30.088. Computations Regarding Hiring Preference Requirements. Computing the number of workers or positions for resident employment preference under AS 36.10 and this chapter might result in a number that contains a fraction. In

such cases, the fraction is to be dropped. For example, a result of 4.8 workers should be shown as 4 workers. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075

ARTICLE 4. INVESTIGATIONS AND HEARINGS.

Section

- 90. Investigations, Conference, and Persuasion
- 100. Hearings

Section

- 110. Decisions

8 AAC 30.090. Investigations, Conference, and Persuasion. (a) The division will investigate potential violations of AS 36 (Public Contracts), on its own motion or on the complaint of any person.

(b) If the division finds after investigation that probable cause exists for believing that a violation of AS 36.05 or AS 36.10 has occurred, it will attempt to eliminate the unlawful practice by conference and persuasion as follows:

(1) the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 with a copy of the complaint or a description of the alleged violation and inform the respondent of the results of the division's investigation; and

(2) the division will provide an opportunity for an informal conference with the respondent to discuss the matter and attempt to eliminate the alleged violations.

(c) Repealed 1/2/91.

(d) If an alleged violation is not rectified by the informal conference or if the respondent fails to attend the conference without good cause, the division will refer the matter to the attorney general for enforcement under AS 36.05.030(b) or schedule a hearing. (Eff. 12/4/76, Register 60; am 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.120
AS 36.05.030

8 AAC 30.100. Hearings. (a) Both respondent and complainant may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent and to the complainant, if any, of the time and place of the hearing on an alleged violation of AS 36.05 or AS 36.10 by certified mail, or by personal service at least 15 days before the hearing. Mailing to the last known address or the address listed with the division of occupational licensing for construction contractors shall be considered valid service. The notice will contain a

copy of the complaint and a description of the alleged violation which will be considered at the hearing.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer, to preside over the hearing, and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule which might make improper the admission of such evidence over objection in civil actions, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but will not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent or complainant does not testify in that person's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice. (Eff. 12/4/76, Register 60; am 1/2/91, Register 116; am 8/9/01; Register 159)

Authority: AS 23.05.060 AS 36.10.075 AS 36.10.120
AS 36.05.030

8 AAC 30.110. Decisions. (a) The hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director will act upon the hearing officer's recommendation and render a final decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent and complainant, if any, by personal service or certified mail, return receipt requested. If the director determines that the respondent has violated AS 36.05 or AS 36.10, the decision may contain such cease and desist orders and other orders and relief, including a recommendation that the respondent be placed on a list of violators who are barred

from performing public contracts as provided under AS 36.05.090 and AS 36.10.090, as the director considers appropriate to correct the unlawful conduct.

(c) If, after the director's decision finding the respondent in violation of AS 36.05 or AS 36.10 is served on the respondent, the director determines that the respondent has not ceased or has failed to correct the unlawful conduct, the director will refer the matter to the attorney general for enforcement. (Eff. 12/4/76, Register 60; am 8/9/01, Register 159)

Authority:	AS 23.05.060	AS 36.10.075	AS 36.10.125
	AS 36.05.030	AS 36.10.120	

ARTICLE 5. DEBARMENT.

Section

200. Review and recommendations
210. Hearings
220. Decisions

Section

230. Appeals
240. Request for removal

8 AAC 30.200. Review and Recommendations. (a) Contractors or subcontractors who have disregarded their obligations to employees as defined in 8 AAC 30.900 may be subject to debarment for three years.

(b) Debarment will be considered in those cases in which a contractor or subcontractor has committed willful, aggravated or repeated violations of the provisions of AS 36.05.

(c) The standards to be considered in determining if the contractor's or subcontractor's violations merit recommendation for debarment are

- (1) falsification or concealment of records;
- (2) refusal to pay prevailing wages;
- (3) failure to pay prevailing wages;
- (4) extent and seriousness of the violations; or
- (5) three or more violations on the same or separate contracts within a five-year period.

(d) A prime contractor may be considered for debarment in cases where the violations are committed by its subcontractors. Criteria considered in determining whether a prime should be debarred are:

- (1) a history of subcontractors violating under that prime;
- (2) failure of the prime contractor to notify its subcontractors of the requirements of AS 36.05; and
- (3) informing subcontractors how not to comply, or assisting a subcontractor in not complying with AS 36.05.

(e) At the completion of an enforcement action against a contractor or subcontractor for a violation of AS 36.05, the investigator will review the file to determine if a recommendation for debarment is warranted in accordance with (c) or (d) of this section. If it is determined that a recommendation for debarment is proper, the

investigator will forward the recommendation citing specific statutes through his or her supervisor to the director. The director will review the recommendation of the investigator and determine if the case will be referred for hearing.

(f) When, as a result of an investigation conducted by the department, the director finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of AS 36.05 which constitute a disregard of its obligations to employees under that chapter, the director shall notify by personal service or certified mail to the last known address, the contractor or subcontractor and its responsible officers, of the finding. The director shall afford the contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under AS 36.05.090. The director will furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified request a hearing, the request must be made by letter postmarked within 30 days of the date of the letter from the director. The request must set forth any findings which are in dispute and the reasons therefore, including any affirmative defenses to be raised. Upon receipt of a request for a hearing, the director shall refer the case for hearing to determine the facts in dispute.

(g) Hearings under this section shall be conducted in accordance with 8 AAC 30.210. If no hearing is requested within 30 days of the date of the director's letter, the director's findings shall be final. (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.210. Hearings. (a) The respondent may be represented by counsel. If counsel for a party notifies the division, in writing, that counsel is appearing in the matter on behalf of the party, service of notices, memoranda, recommendations, or other papers will be considered sufficient if made on counsel.

(b) The division will give notice to the respondent of the time and place of the hearing on an alleged violation of AS 36.05 by certified mail or by personal service at least 15 days before the hearing. The notice will contain a summary of investigative findings that will be considered at the hearing. Service on the address a contractor or subcontractor has provided to the division of occupational licensing for the purpose of obtaining a contractor's license, or the last known address furnished by the contractor or subcontractor, shall be considered valid service.

(c) The location of the hearing will be designated by the division with due regard for the convenience of all persons involved. All hearings are public.

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer to preside over the hearing and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

(e) The hearing officer has full authority to control the procedure of the hearing and to rule on all motions and objections.

(f) The hearing officer may admit any relevant evidence, regardless of the existence of any common law or statutory or court rule that might make improper the admission of such evidence over objection in civil actions, if the evidence is the sort of

evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but is not sufficient in itself to support a finding unless the hearsay evidence would be admissible over objection in civil actions. The hearing officer may issue subpoenas at the request of either party or on the hearing officer's own motion.

(g) Oral evidence must be given under oath or affirmation. A record of the proceedings will be kept.

(h) The hearing officer, respondent, and complainant may

(1) call and examine witnesses;

(2) cross-examine opposing witnesses on any matter relevant to the issue at hand even though that matter was not covered in direct examination; and

(3) introduce exhibits.

(i) If the respondent does not testify in the respondent's own behalf, that person may be called and examined as if under cross-examination.

(j) The hearing officer may, for good cause shown, continue a hearing from day to day or recess it to a later date or to a different place by announcement at the hearing or by notice.

(k) The department has the burden of proving that the alleged violations have occurred. The standard of proof required is by a preponderance of the evidence. (Eff. 1/2/91, Register 116; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.220. Decisions. (a) Within 90 days of concluding a hearing, the hearing officer will prepare a written recommendation to the director containing findings of fact and conclusions of law. A copy of the recommendations will be mailed or otherwise delivered to the respondent and to the complainant, if any. The director may accept the recommendations, in part or in whole, or may remand the matter for further hearing. The director must act upon the hearing officer's recommendation and render a decision within 30 days.

(b) Upon making a decision, the director will serve it upon the respondent by personal service or certified mail. If the director determines that the respondent has disregarded its obligations to employees under AS 36.05, the decision will order that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090.

(c) In the absence of or in addition to action of a state disbursing officer or local fiscal officer, the department will distribute a list reflecting the names of debarred contractors and the effective period of the debarment. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.230. Appeals. The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

8 AAC 30.240. Request For Removal. Any person or firm debarred under AS 36.05.090 and 8 AAC 30.220 may, in writing, request removal from the debarment list after six months from the date the debarment took effect. All requests should be directed to the director of labor standards and safety and must contain a full explanation of the reasons why such person or firm should be removed from the debarred list. In cases where the contractor or subcontractor failed to make full restitution of wages and fringe benefit contributions to all underpaid employees, a request for removal will not be considered until all underpayments, including appropriate interest, are made. In other cases, the director will examine the facts and circumstances surrounding the violative practices which caused the debarment and issue a decision as to whether or not the person or firm has demonstrated a current responsibility to comply with AS 36.05 and therefore should be removed from the ineligible list. (Eff. 1/2/91, Register 116)

Authority: AS 23.05.060 AS 36.05.030 AS 36.05.090

ARTICLE 6. GENERAL PROVISIONS.

Section

900. General definitions
910. Definition of "on-site."

Section

920. Definition of "economic region."

8 AAC 30.900. General Definitions. In this chapter and in AS 36

- (1) "commissioner" means the commissioner of labor and workforce development;
- (2) "crafts" and "occupations" mean the occupations identified in the Standard Occupational Classification Manual (1980 edition);
- (3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;
- (4) "department" means the Alaska Department of Labor and Workforce Development;
- (5) "director" means the director of the labor standards and safety division of the department;
- (6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:
 - (A) failure or refusal to pay basic prevailing wages;
 - (B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;
 - (C) failure to pay at least once a week;
 - (D) failure to pay unconditionally; or
 - (E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

(7) "division" means the labor standards and safety division of the department;

(8) "eligible resident" means a person who meets the requirements of AS 36.10.140(a) and AS 01.10.055 and who, under 8 AAC 30.072, would be determined to be a resident of an area that has been determined by the department under this chapter to be a resident hiring zone of preference;

(9) "hire" and its derivatives mean engaging an individual to work on a public-funded project, and includes the transfer of an existing employee from one location to another or from one craft or occupation to another;

(10) "interest" as used in AS 36.05.090 means more than five percent investment in a partnership or association, more than ten percent share in stock in a corporation, or holding any elected or appointed office in the business entity;

(11) "majority penetration" means that the majority of qualified laborers, mechanics, and field surveyors working at a particular skill level in a particular job class, as indicated by response to a department survey, receive a particular wage;

(12) "marginally employed" means that a person is employed for fewer than 30 hours a week and the person wishes to work 30 hours or more a week;

(13) "owner/operator" as used in 8 AAC 30.020(d) means those independent contractors who by virtue of the duties they perform, or the manner in which they perform them, cannot be considered employees of the person or entity who has contracted for their services. In making this determination, the department will use the criteria established by the Alaska Supreme Court in *Jeffcoat v. State*, Dept. of Labor, Sup. Ct. Op. No. 3162 (File No. S-1444), 732 P.2d 1073 (1987). These criteria include

(A) the degree of the alleged employer's right to control the manner in which the work is to be performed;

(B) the alleged employee's opportunity for profit or loss depending upon their managerial skill;

(C) the alleged employee's investment in equipment or materials required for their task, or their employment of helpers;

(D) whether the service rendered requires a special skill;

(E) the degree of permanence of the working relationship; and

(F) whether the service rendered is an integral part of the alleged employer's business.

(14) repealed 8/9/01;

(15) "person" and "persons" as used in AS 36.05.090 means a person as that term is defined in AS 01.10.060 (8);

(16) "prevailing wage rate" means the total of the basic hourly rate, health and welfare, pension, legal service, apprentice training payments and other fringe benefits which inure to the benefit of the worker, as published by the department;

(17) "public-funded project" means a project described in AS 36.10.180 and AS 36.95.010 (3);

(18) "qualified" means having the education, training and experience necessary to perform the duties and satisfy the terms and conditions which are usual for the industry or profession or having the status specified in AS 36.95.010 (4);

(19) "state agency" means a state agency described in AS 36.10.180 (a)(1);

(20) "state employment centers" means those offices maintained by the department whose functions are to aid the unemployed in finding employment;

(21) "underemployed" means employed in a job that requires less skill or training than a job for which the employee is trained and qualified. (Eff. 7/8/73, Register 47; am 12/4/76, Register 60; am 7/30/82, Register 83; am 9/27/87, Register 103; am 1/2/91, Register 116; am 8/9/01, Register 159)

Authority: AS 23.05.060 AS 36.10.075 AS 36.95.010
AS 36.05.030 AS 36.10.140

Editor's note: Copies of the Standard Occupational Classification Manual adopted by reference in 8 AAC 30.900(2) are available for review at the Anchorage, Fairbanks, and Juneau offices of the department.

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

8 AAC 30.910. Definition Of "On-Site." (a) In AS 36.95.010(3), "on-site" means at the physical place where the construction called for in a contract will remain when work on it has been completed and at other property used by the contractor or subcontractor in the construction which can reasonably be said to be included in the site because of proximity. The scope of "on-site"

(1) has the following exceptions:

(A) for a truck driver employee or truck driver owner/operator working for a contractor or subcontractor on the project, "on-site" encompasses all round-trip truck driving activity associated with delivering or hauling away materials, equipment, or supplies for the purposes of completing a public construction contract;

(B) for a truck driver employee or truck driver owner/operator who is working for a contractor or subcontractor on the project, and who, for the purposes of completing a public construction contract, hauls materials, equipment, or supplies away from a public construction project footprint, but does not return to the public construction project, "on-site" encompasses the haul-away activities until the truck is offloaded;

(C) a truck driver performing delivery as an employee of a bona fide material supplier or common carrier is not "on-site" when delivering materials from a location that is not "on-site," including that material supplier's home yard or warehouse, if that location is not dedicated exclusively or nearly so to performance of one or more public construction projects;

(2) is extensive for larger projects, including airports, dams and roads, and includes the whole area in which the contract construction activity will take place; work

areas separate from the physical footprint of the construction activity, including fabrication plants, mobile factories, batch plants, borrow pits, rock quarries, job headquarters, tool yards, and similar work areas, are “on-site” if they are in close proximity and are dedicated exclusively or nearly so to performance of one or more public construction projects during the period of contract construction activity;

(3) for smaller projects, normally includes no more than the building itself and its grounds and other land or structures that are “down the block” or “across the street” that the contractor or subcontractor uses in performance of a particular public construction project.

(b) Laborers, mechanics, or field surveyors who perform duties within the limits of “on-site” are subject to the department’s wage decision for all hours spent working “on-site.” Workers who, under this subsection, are subject to the department’s wage decision include

(1) flaggers;

(2) barricade suppliers who set up or move barricades or other traffic control devices;

(3) employees of bona fide material suppliers or common carriers who perform work “on-site,” other than mere delivery, including drivers or delivery workers assisting in specific placement of asphalt or concrete during construction operations, stocking materials in rooms or on floors, or otherwise performing work in construction;

(4) workers who perform mobilization or demobilization activities;

(5) workers contracted or employed by material or equipment suppliers who erect, clean, repair, construct, or perform operational checks, other than contractually obligated warranty work, on equipment or material located “on-site”; and

(6) laborers, mechanics, or field surveyors who are engaged by a person or business that is hired or contracted by a prime construction contractor or subcontractor to provide services that are integral and necessary to the construction project; workers who are subject to this paragraph

(A) shall be considered to be “on-site” in the performance of those duties that the contractor or subcontractor was required to perform;

(B) include a trucking firm other than a common carrier whose services are engaged by a construction contractor or subcontractor on a public works job to pick up materials from a supplier’s delivery point and transport them to the job site.

(c) Not included in “on-site” are permanent home offices, branch plants, fabrication plants, tool yards, and other establishments of a contractor or subcontractor whose locations and continuance are governed by its general business operations.

This is so even though mechanics, laborers, and field surveyors working at these establishments may repair or maintain machinery used in contract performance or make doors, windows, frames, or forms called for by the contract while continuing normal commercial work. Regardless of the activities performed at these establishments, the department's wage decision does not apply, because they are not "on-site." However, if mechanics, laborers, or field surveyors are required to go to a place that is "on-site" to perform activities on the contract, the department's wage decision is applicable for the actual time so spent, not including travel.

(d) For purposes of this section, a location or work area, or the existence or continuing operation of an enterprise, is dedicated exclusively or nearly so one or more public construction projects to if

(1) the location, work area, or enterprise is established in conjunction with one or more public construction projects; and

(2) during the year before a public construction project and during the life of a public construction project, less than 10 percent of documented sales or other uses are attributed to non-public construction projects.

(e) For purposes of this section, a site is in proximity to a public construction project if it is nearby the public construction project footprint and used on a regular and recurring basis to complete the public construction contract. The department will determine whether a site is in proximity to a public construction project on a project-by-project basis, taking into account

(1) the type of project;

(2) whether the use of a nearby site is required for completion of the project;

(3) whether the area of contract operations is developed or undeveloped; and

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

(A) means a commercial enterprise that holds itself out to the public as offering to supply sand, gravel, ready-mixed concrete, hot asphalt, or other construction materials to multiple clients for both public and private jobs;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects;

(2) "common carrier"

(A) means a commercial enterprise that holds itself out to the public as offering to transport freight or passengers and delivers multiple types of materials to multiple clients for both public and private jobs on a recurrent basis over established routes; in this subparagraph, "freight"

(i) means materials, supplies, and equipment, other than materials described in (ii) of this subparagraph;

(ii) does not include dirt, sand, gravel, rock, or other naturally occurring earth materials;

(B) does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects.

(1) includes work under a limited or full warranty; the services that are normally provided under that warranty to repair a defect or malfunction are not subject to AS 36 even if performed on-site; and

(2) does not include routine daily or periodic maintenance. (Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/24/11, Register 197)

Authority: AS 23.05.060 AS 36.05.030 AS 36.10.075

8 AAC 30.920. Definition Of "Economic Region." In AS 36.10, "economic region" means a geographic area of the state sharing similar economic or demographic characteristics. (Eff. 9/27/87, Register 103)

Authority: AS 36.10.075 AS 36.10.990

Editor's note: Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Division of Labor Standards and Safety, 3301 Eagle Street, Suite 301, Anchorage, Alaska 99503-4149.

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LABOR STANDARDS REGULATIONS
NOTICE REQUEST

If you would like to receive Wage & Hour or Mechanical Inspection publications or regulations information, please indicate below which programs you would like, print your name and mailing address in the space provided, and mail this page to:

Alaska Department of Labor and Workforce Development
Wage and Hour Administration
3301 Eagle Street, Suite 301
Anchorage, Alaska 99503

For REGULATIONS information relating to any of the following:

- ☐ Wage & Hour Title 23 Employment Practices
- ☐ Wage & Hour Title 36 Public Works
- ☐ Current Prevailing Wage Rates
- ☐ Employment Agencies
- ☐ Child Labor
- ☐ Employment Preference (Local Hire)
- ☐ Plumbing Code
- ☐ Electrical Code
- ☐ Boiler/Pressure Vessel Construction Code
- ☐ Elevator Code
- ☐ Certificates of Fitness
- ☐ Recreational Devices

For information on any of the following SEMINARS:

- ☐ Electrical
- ☐ Plumbing
- ☐ Boiler

Request any of the following PUBLICATIONS by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage & Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING COSTS AND BUDGET CONSTRAINTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE.

Name: _____

Mailing Address: _____

E-mail Address: _____

OWNER:
CITY OF VALDEZ
P.O. BOX 307
212 CHENEGA AVE.
VALDEZ, AK 99686

PROPOSED MAJOR MAINTENANCE PROJECT:

CLINIC SIDEWALK REPLACEMENT

VALDEZ MEDICAL CLINIC

1001 MEALS AVENUE, VALDEZ, ALASKA

PROJECT NO. 17-350-1701

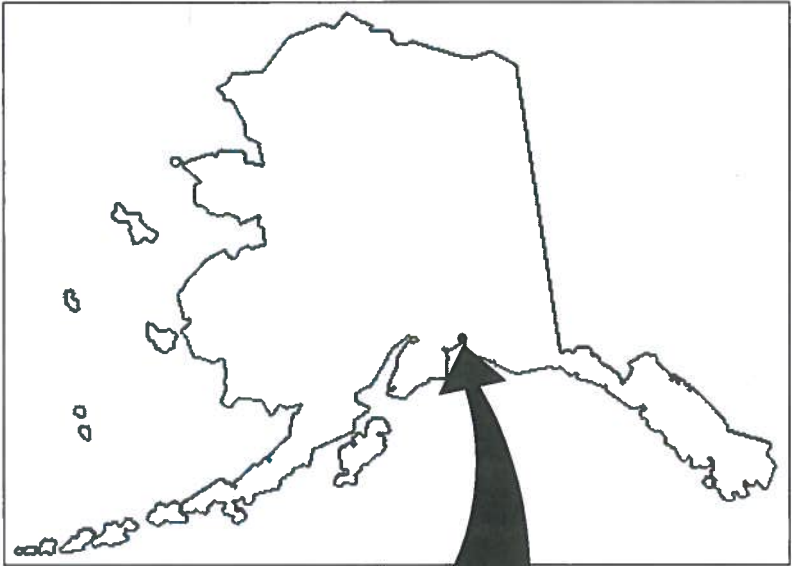
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VALDEZ MEDICAL CLINIC



PROJECT LOCATION



VALDEZ

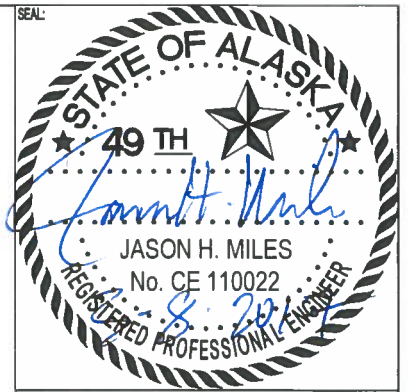
LEGEND:

	EXISTING	PROPOSED
FIRE HYDRANT		
EDGE OF PAVEMENT		
BUILDING LINE		
SIGN		
STRIPING		
DETECTABLE WARNING PANELS		
ASPHALT		

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED
2. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE 2003 CITY OF VALDEZ STANDARD SPECIFICATIONS AND DETAILS





CITY OF VALDEZ
PO BOX 307
212 CHENEGA AVE
VALDEZ, AK 99686



DRAWN BY: JRP
CHECKED BY: JHM
DATE: 3-8-2017
PROJECT NO.: 17-350-1701

CLINIC SIDEWALK REPLACEMENT

VALDEZ MEDICAL CLINIC
1001 MEALS AVENUE
VALDEZ, AK 99686

REVISIONS:

C-1

PROVIDENCE VALDEZ MEDICAL CENTER

VALDEZ MEDICAL CLINIC

END
CONSTRUCTION

EXISTING ASPHALT
DRIVE

HOSPITAL
MAINTENANCE/UTILITIES
BUILDING

REMOVE EXISTING SIDEWALK,
CURB & GUTTER, RAMPS, 12" OR 24" OF
ASPHALT PAVEMENT, AND EXISTING SOIL
TO APPROPRIATE DEPTH FOR PROPOSED
SIDEWALK CROSS SECTION DETAIL (3/C2)

REMOVE EXISTING SOIL TO APPROPRIATE
DEPTH FOR PROPOSED SIDEWALK CROSS
SECTION DETAIL (3/C2)

BEGIN CONSTRUCTION

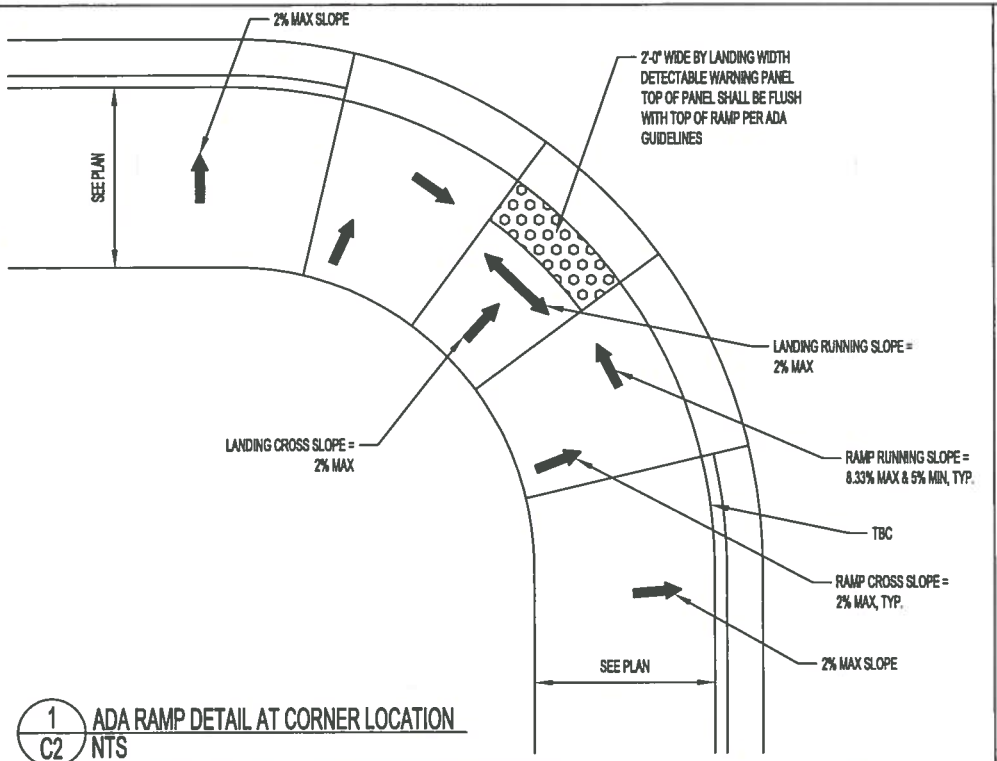
SAW CUT 12" FROM EOP

SAW CUT 24" FROM EOP

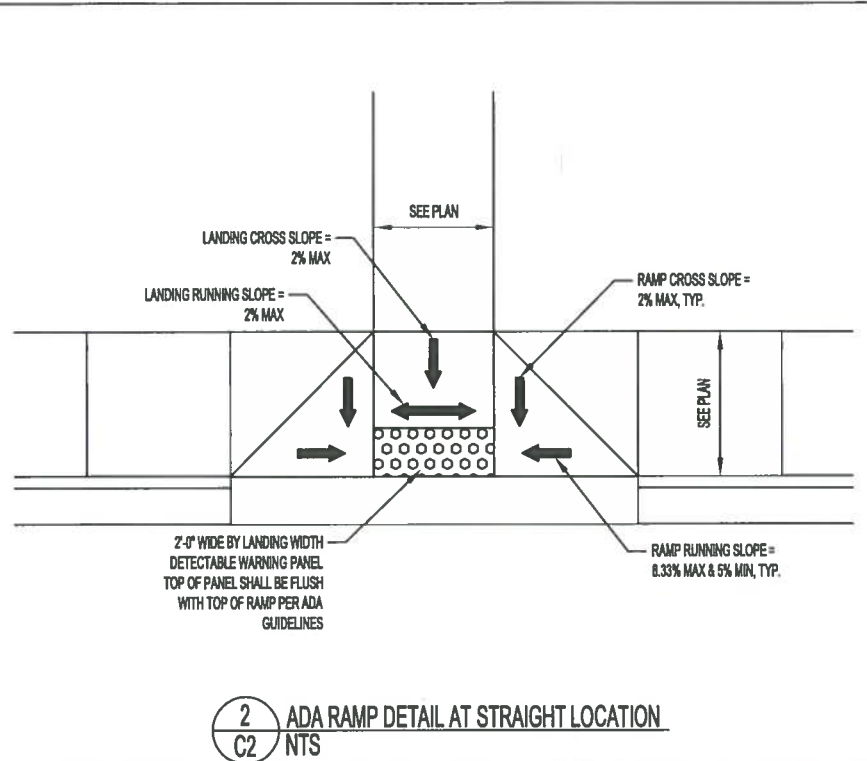
EXISTING ASPHALT
DRIVE

DEMOLITION PLAN

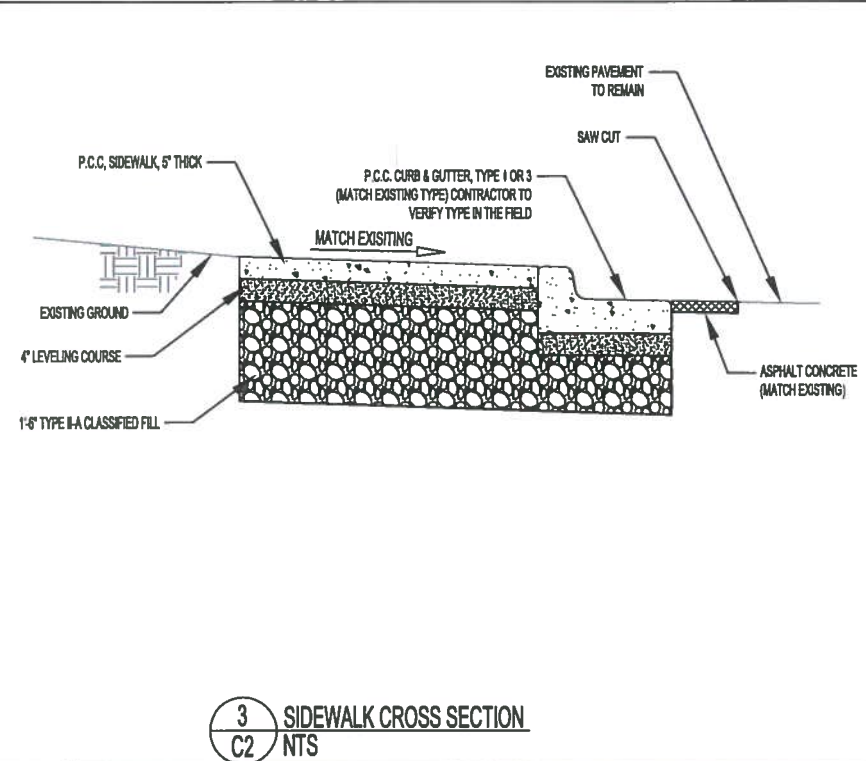
SCALE: 1/16" = 1'-0"



1
C2 ADA RAMP DETAIL AT CORNER LOCATION
NTS



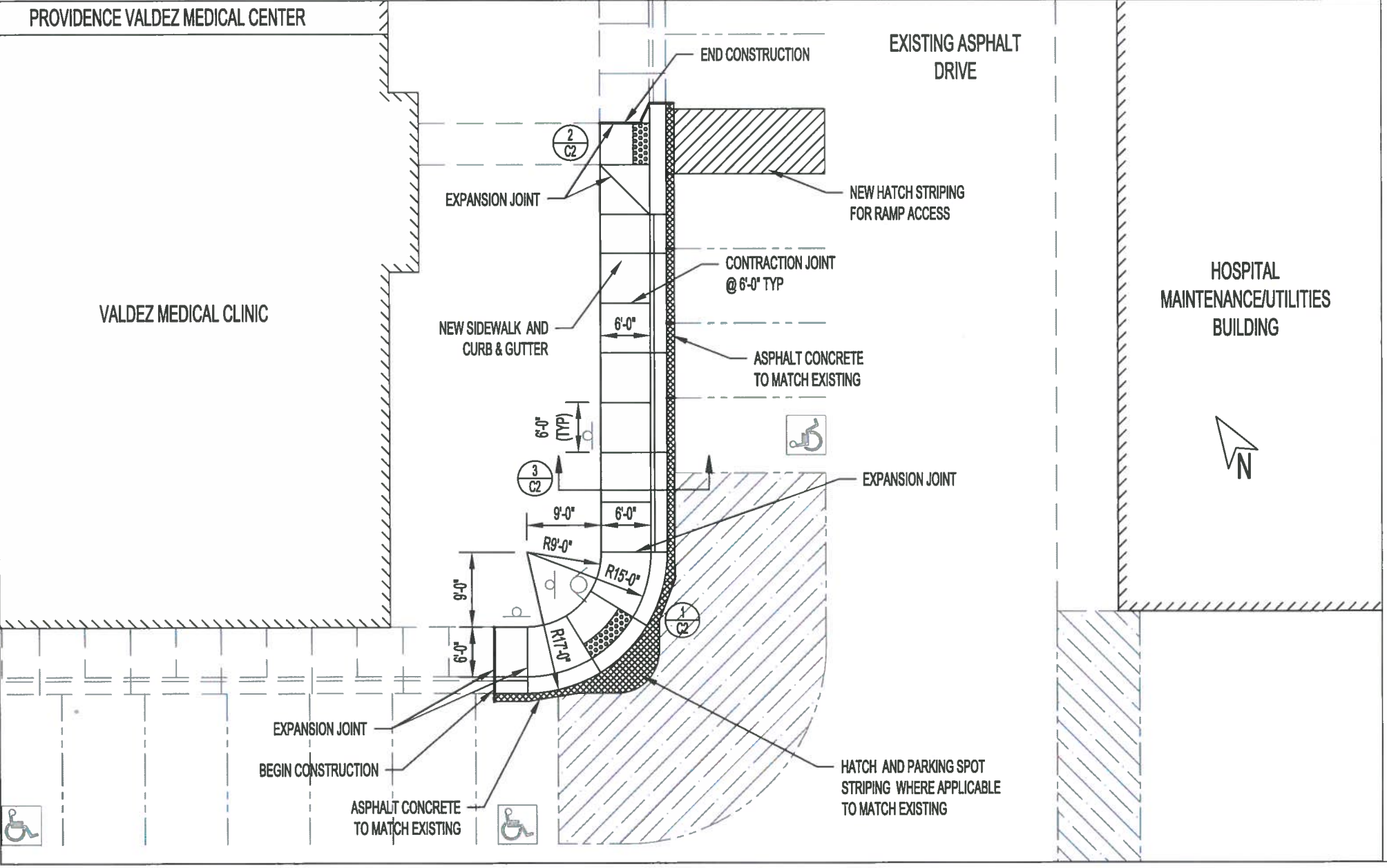
2
C2 ADA RAMP DETAIL AT STRAIGHT LOCATION
NTS



3
C2 SIDEWALK CROSS SECTION
NTS

SEAL:

CITY OF VALDEZ
PO BOX 307
212 CHENEGA AVE
VALDEZ, AK 99686



NOTES:

1. STRIPING SHALL BE YELLOW PAINT IN TWO COATS, EXCEPT FOR AT HANDICAP PARKING SPACES WHICH SHALL BE BLUE PAINT IN TWO COATS
2. STRIPING SHALL BE 4" THICK
3. STRIPE ALL PARKING SPACE AND CAUTION HATCH MARKINGS WHERE NEW ASPHALT IS INSTALLED.
4. EACH DETECTABLE WARNING PANEL SHALL HAVE A TRUNCATED DOMED SURFACE TWENTY-FOUR INCHES (24") IN DEPTH FOR THE WIDTH OF THE RAMP. THE TRUNCATED DOMES SHALL HAVE A HEIGHT OF TWO-TENTHS INCH (0.2"), A DIAMETER OF NINE-TENTHS INCH (0.9"), A CENTER-TO-CENTER SPACING OF ONE AND SIX-TENTHS INCHES (1.6") MINIMUM AND TWO AND FOUR-TENTH INCHES (2.4") MAXIMUM, AND A BASE-TO-BASE SPACING OF SIXTY-FIVE ONE-HUNDRETH INCH (0.65"), MEASURED BETWEEN THE MOST ADJACENT DOMES.
5. EACH DETECTABLE WARNING PANEL SHALL BE ARMOR TILE CAST-IN-PLACE IN-LINE DOME TACTILE, OR A GRAY CAST IRON PLATE OR PANEL, OR AN APPROVED EQUAL.
6. EACH DETECTABLE WARNING PANEL SHALL BE FEDERAL YELLOW IN COLOR. THE SPECIFIED COLOR SHALL BE HOMOGENEOUS THROUGHOUT THE PANEL.
7. THE CONTRACTOR IS RESPONSIBLE FOR ANY TOP SOIL AND SEEDING NEEDED AS A RESULT OF CONSTRUCTION. ANY TOP SOIL AND/OR SEEDING SHALL BE IN ACCORDANCE WITH THE 2003 CITY OF VALDEZ STANDARD SPECIFICATIONS AND DETAILS.

NEW SIDEWALK AND ADA CURB RAMP PLAN
SCALE: 1/16" = 1'-0"

DRAWN BY: JRP
CHECKED BY: JHM
DATE: 3-8-2017
PROJECT NO.: 17-350-1701

CLINIC SIDEWALK REPLACEMENT

VALDEZ MEDICAL CLINIC
1001 MEALS AVENUE
VALDEZ, AK 99686

REVISIONS:

C-2