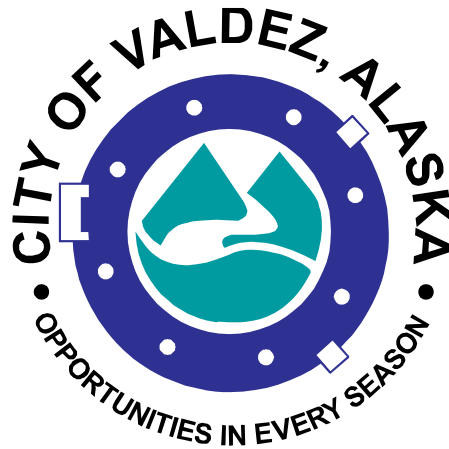


CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520
Contract Number: 1525
Cost Code: 310-5520-58000
Issued for Construction
Date: July 18, 2019



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

Project Manager:
Austin Rake

Construction Plan Set Completed By:
Rohde Architects
11925 Old Glenn Hwy., Suite 201
Eagle River, AK 99577



**City of Valdez
Contract Documents**

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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Drawings Titled “N. Meyring Park Pavilion”_____	Attached
Specifications Titled “N. Meyring Park Pavilion - Specifications”_____	Attached



**City of Valdez
Invitation to Bid**

Date: July 18, 2019

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

This project includes, but is not necessarily limited to:

Base Bid: Construction of Park Pavilion Structure with 1.5" thick asphalt pad in N. Meyring Park.

AA #1: Installation of fireplace and reinforced concrete pad for fireplace.

AA #2: Reinforced 4" concrete slab in place of 1.5" thick asphalt pad.

Sealed bids will be accepted until 2:00 pm local time on August 20, 2019, 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 July 30, 2019 at 2:00 pm.

All questions need to be submitted in writing by 4:00 pm on August 6, 2019.

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.valdezak.gov; 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.valdezak.gov> under "standards and specifications" located on the "quick links" portion of the Capital Facilities Department page.



**City of Valdez
Instructions to Bidders**

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

CAUTION:

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

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

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

1. General

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

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

2. Explanation to Bidders

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



3. Site Conditions

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

4. Addenda Requirements

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

5. Submissions of Bids

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment or withdrawal that has not been actually received by the person opening the bid prior to the time of the scheduled bid opening will not be considered, and 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
N. MEYRING PARK PAVILION
PROJECT NO. 18-310-5520
CONTRACT NO. 1525

DATE OF BID OPENING: AUGUST 20, 2019

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 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. Certificate of good standing for a Corporation or LLC
- E. Non-collusion Affidavit
- F. Agreement (2 signed copies)
- G. City of Valdez Business Registration
- H. Executed W-9 Form
- I. Application for City of Valdez building permit

9. Bonding Requirements

- A. Bid Security (Bid Bond or Certified Check)

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

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

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

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



B. Contract Payment Bond

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

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

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

C. Contract Performance Bond

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

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

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

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

10. Bidder Qualifications

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

11. Withdrawal of Bids

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



12. Bidders Interested in More than One Bid

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

13. Rejection of Bids

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

14. Hiring of Local Labor

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

15. Local Bidder Preference

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

Section 2.80.020 Definitions

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

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

Section 2.80.065H Competitive Bidding

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



16. Award of Bid

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

17. Pre-Bid Conference

A non-mandatory Pre-Bid Conference will be held July 30, 2019, at 2:00 pm at the office of the Capital Facilities Director, Suite 201 300 Airport Road, Valdez, Alaska. All questions must be submitted in writing by 4:00 pm on Aug 6th, 2019.

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: N. Meyring Park Pavilion
Project Number: 18-350-1804 / Contract Number: 1525**

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	<u>#1</u>	Dated	<u>8/15/19</u>	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	_____

ORION CONSTRUCTION, INC
Company Name

8/16/19
Date

JEFF WHALEY
Authorizing Name

SEL
Title

[Signature]
Signature



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

**Project: N. Meyring Park Pavilion
Project Number: 18-350-1804 / Contract Number: 1525**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Item Price</u>
1	Mobilization and Demobilization	All Required	LS	3500.00
2	Construction of Park Pavilion Structure with 1.5" thick asphalt pad.	All Required	LS	299,400.00
3	Field engineering, submittals, shop & record drawings, operating instructions, O&M manuals, and close-out punchlist	All Required	LS	1,500.00
AA #1	Installation of fireplace and concrete pad for fireplace.	All Required	LS	59,400.00
AA #2	Reinforced 4" concrete slab in place of 1.5" thick asphalt pad.	All Required	LS	17,500.00

Total Base Bid Amount:

Three Hundred Four Thousand Four Hundred Dollars 00 Cents
(\$ 304,400.00)

Total AA #1 Amount:

Fifty Nine Thousand Four Hundred Dollars 00 Cents
(\$ 59,400)

Total AA #2 Amount:

Seventeen Thousand Five Hundred Dollars 00 Cents
(\$ 17,500.00)



Grand Total Bid Amount:

Three Hundred Eighty One Thousand Three Hundred Dollars 00 Cents
 (\$ 381,300)

I, ORION CONSTRUCTION, INC, hereinafter called Bidder, an ~~individual doing~~
 business as ORION CONSTRUCTION, INC, (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 20 day of Aug, 2019

BIDDER:

ORION CONSTRUCTION, INC
 Company Name

3038 N. CARIBOU ST
 Address

WASILLA, AK 99654
 City, State, Zip Code

907-631-3550
 Telephone Number

26-0426783
 Federal ID. or S.S.N.

PATRICK MERON
 Authorizing Name

VP
 Title

Patrick Meron
 Signature

ORIONCONSTRUCTIONINC@GMAIL.COM
 Email Address

CORPORATE SEAL

ATTEST:

Jeff Whaley
 Signature of Corporate Sec.

JEFF WHALEY
 Print Name



**City of Valdez
Bid Bond**

KNOW ALL MEN BY THERE PRESENTS, that we

Orion Construction, Inc.

3038 N. Caribou Street

Wasilla, AK 99654

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

as Principal, hereinafter called the Principal, and

The Ohio Casualty Insurance Company

2233 112th Avenue NE

Bellevue, WA 98004

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

New Hampshire

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

City of Valdez

P.O. Box 307

Valdez, Alaska 99686

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

Five Percent (5%) of the Total Amount Bid

Dollars (\$ ---5%---),

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: N. Meyring Park Pavilion
Project Number: 18-350-1804 / Contract Number: 1525**

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 full amount 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 20th day or August, 2019

(Witness)

Orion Construction, Inc.

(Principal)

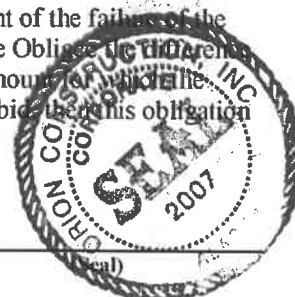
(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title) Roger Kaltenbach, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201163-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Guy Armfield, John Claeys, Scott Fisher, Nicholas Fredrickson, Deanna M. French, Scott Garcia, Elizabeth R. Hahn, Roger Kaltenbach, Ronald J. Lange, Andrew P. Larsen, Susan B. Larson, Scott McGilvray, Mindee L. Rankin, Jana M. Roy

all of the city of Bellevue state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of August, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Alaska Business License #

906888

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

ORION CONSTRUCTION, INC.

3038 N. CARIBOU ST. WASILLA AK 99654

owned by

ORION CONSTRUCTION, INC

is licensed by the department to conduct business for the period

October 04, 2017 through December 31, 2019
for the following line of business:

23 - Construction

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

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

Mike Navarre



License #: CONE33379
Effective: 11/07/2016
Expires: 12/31/2018

STATE OF ALASKA

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

Regulation of Construction Contractors and Home Inspectors

Licensee: **ORION CONSTRUCTION, INC.**

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

Doing Business As: **ORION CONSTRUCTION, INC.**

Commissioner: Chris Hladick



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

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

This agreement is made on the ____ day of _____, 2019, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and Orion Construction, Inc. doing business as a corporation located in Wasilla, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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: **three hundred sixty-three thousand, eight hundred dollars and zero cents (\$363,800.00)**.

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums by June 15, 2020 following 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 three hundred and fifty dollars (\$350.00) 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: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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.

Orion Construction, Inc.

City of Valdez, Alaska, Authorized

 Signature

 Jeremy O'Neil, Mayor

 Name

 Date

 Title

Attested:

 Date

 Sheri L. Pierce, MMC, City Clerk

 Date

 Mailing Address

Recommended:

 City, State, Zip Code

 Roxanne Murphy, Interim City Manager

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

 Date

 Corporate Secretary

 Nathan Duval, Capital Facilities Director

 Date

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

Attest: _____
 Corporate Secretary

 Jon S. Wakeland

 Date

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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

(Title of Officer)

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

My Commission Expires: _____

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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

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

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

Subscribed and sworn to this _____ day of _____, 2019.

My Commission Expires:_____



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

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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 Obligee, 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 _____, 2019, entered into a contract with Owner for

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

in accordance with Drawings and Specifications prepared by

**Rohde Architects
11925 Old Glenn Hwy., Suite 201
Eagle River, AK 99577**

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: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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 _____, 2019

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



**City of Valdez
Performance Bond**

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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 _____, 2019, entered into a contract with Owner for

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

in accordance with Drawings and Specifications prepared by

**Rohde Architects
11925 Old Glenn Hwy., Suite 201
Eagle River, AK 99577**

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



**City of Valdez
Performance Bond**

**Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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 _____, 2019

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)



City of Valdez
Contractor Certificate of Substantial Completion

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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

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

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

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

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

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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City of Valdez Special Provisions

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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:

Construct a Park Pavilion Structure to include metal roof, Glu-Lam trusses/rafters/headers, steel columns, with a 1.5" asphalt pad in N. Meyring Park located in Valdez, AK.

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:

Construct a 4'-0" X 4'-0" X 4" concrete hearth stud framed fireplace with faux or river rock finish, and polished concrete work surfaces.

The Scope of Work of the Additive **Alternate No. 2 Bid** of this Contract shall include providing all labor, materials, tools, equipment, transportation, supervision and facilities necessary to:

Construct a concrete slab reinforced with 6x6-W1.4X1.4 welded wire fabric placed 1 1/2" from top of slab, in place of 1.5" thick asphalt pad.

SP 03 Time of Completion

All work shall be completed in accordance with the Contract Documents by June 15, 2020.

Liquidated damages will be assessed in the sum of Three Hundred and Fifty dollars (\$350.00) for each calendar day after the completion date during which the Project remains incomplete.

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



SP 04 Special Site Conditions

The Contractor will be responsible for the disposal of all refuse and debris generated by the project. The City has, on a limited 'first come first served' basis, dumpsters for use free of charge on City projects if available.

Dump fees will be waived. The Contractor will be responsible for hauling demolished materials and construction waste out to the City Baler facility on South Sawmill Drive. The Baler is located approximately 5 miles out of town. Please contact the Baler ahead of time to make arrangements for the disposal of such materials. The Baler's number is 907-835-2356. The project name or contract number will be required on all Baler disposal forms and when calling to reserve or empty dumpsters.

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.

Staging area will be in the Foraker Street parking lot and the project pad area, not to intrude into the nearby playground or bike path locations.

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.

The Contractor is responsible for the maintenance and/or restoration of all impacted grass turf surfaces.

SP 05 Hazardous Waste Generation

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

SP 06 Coordination and Schedule

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



SP 07 Site Preservation, Restoration, Cleanup and Environmental Reporting

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

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

SP 08 Permits

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

SP 09 Order of Award of Alternative Bids

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

SP 10 Payment

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

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

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



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

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

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

SP 12 Construction Specifications

The Specifications for construction of the work of this Project are incorporated into the following documents N. Meyring Park Pavilion design documents and Specifications. These drawings are by reference included herein.



City of Valdez
Modifications and Additions to the Standard Specifications

Project: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525

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: N. Meyring Park Pavilion
Project Number: 18-310-5520 / Contract Number: 1525**

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

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

In accordance with the requirements of AS 36.05.070 and AS 36.05.080, the following provisions are included where applicable:

- (1) The Contractor or subcontractors of the Contractor shall pay all employees unconditionally and not less than once a week;
- (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors;
- (3) the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work;
- (4) Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.
- (5) If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Owner may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and the Contractor's sureties are liable to Owner for excess costs for completing the work.



Laborers' & Mechanics' Minimum Rates of Pay

Effective May 1, 2019
Issue 38

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THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

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

May 1, 2019

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 for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective May 1, 2019.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of May 11, 2019, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A blue ink signature of Dr. Tamika L. Ledbetter, written in a cursive style.

Dr. Tamika L. Ledbetter
Commissioner

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Wage Rates Pages 1-26

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

Photo By: Sgt. Ian Leones. Courtesy of the United States Marine Corps. Safety Note: Potential safety issues include making sure the vehicle and equipment are secured from inadvertent movement while work is performed. Gloves and eye protection would help reduce the chances of injuries while performing this type of work.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

- (2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and
- (3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

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

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

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

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

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

In this chapter and in AS 36

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

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

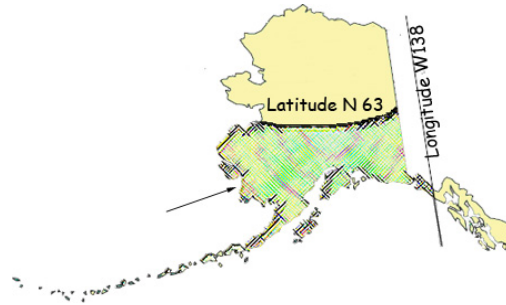
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054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

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

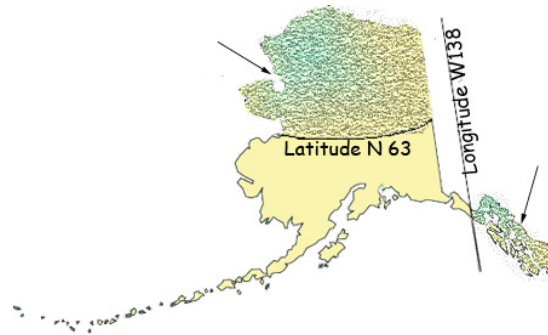
LABORER CLASSIFICATION CLARIFICATION

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

S1201-
S1206



N1201-
N1206



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: statewide.wagehour@alaska.gov

DEPARTMENT OF LABOR and 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, 2017, and remains in effect through June 30, 2019. This determination will be applied to projects with a bid submission deadline on or after July 1, 2017 and to projects previously covered by the 2015 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 and 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:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Tim Banach, Individual
Boulder Creek Electric

Debarment Expires

February 23, 2021
February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

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

*See per diem note on last page

A0101	Boilermaker (journeyman)	46.13	8.57	16.42	1.65	VAC 3.50 SAF 0.34	76.61
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Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	40.81	9.83	8.50	0.55	L&M 0.15 0.74	60.58
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Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
Terrazzo Worker
Tile Setter

A0202	Tuck Pointer Caulker	40.81	9.83	8.50	0.55	L&M 0.15 0.74	60.58
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Cleaner (PCC)

A0203	Marble & Tile Finisher	34.79	9.83	8.50	0.55	L&M 0.15 0.74	54.56
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Terrazzo Finisher

A0204	Torginal Applicator	38.83	9.83	8.50	0.55	L&M 0.15 0.74	58.60
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Carpenters, Statewide

*See per diem note on last page

A0301	Carpenter (journeyman)	38.34	10.08	14.63	0.95	L&M 0.10 SAF 0.10	64.20
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

*See per diem note on last page

N0401	Group I, including:	38.13	8.70	11.80	1.18	L&M 0.10	59.91
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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
Cement Masons, Region I (North of N63 latitude)								
*See per diem note on last page								
N0401	Group I, including:	38.13	8.70	11.80	1.18	L&M		59.91
	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:	38.13	8.70	11.80	1.18	L&M		59.91
	Form Setter							
N0403	Group III, including:	38.13	8.70	11.80	1.18	L&M		59.91
	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:	38.13	8.70	11.80	1.18	L&M		59.91
	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:	38.13	8.70	11.80	1.18	L&M		59.91
	Plasterer							
Cement Masons, Region II (South of N63 latitude)								
*See per diem note on last page								
S0401	Group I, including:	37.88	8.70	11.80	1.18	L&M		59.66

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

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

*See per diem note on last page

						L&M	
S0401	Group I, including:	37.88	8.70	11.80	1.18	0.10	59.66
	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						
						L&M	
S0402	Group II, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Form Setter						
						L&M	
S0403	Group III, including:	37.88	8.70	11.80	1.18	0.10	59.66
	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						
						L&M	
S0404	Group IV, including:	37.88	8.70	11.80	1.18	0.10	59.66
	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						
						L&M	
S0405	Group V, including:	37.88	8.70	11.80	1.18	0.10	59.66
	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							
A0501	Baker/Cook	28.37	7.40	6.97		LEG 0.07	42.81
A0503	General Helper	25.05	7.40	6.97		LEG 0.07	39.49
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	28.97	7.40	6.97		LEG 0.07	43.41
A0505	Head Housekeeper	25.45	7.40	6.97		LEG 0.07	39.89
	Head Kitchen Help						
Dredgemen							
*See per diem note on last page							
A0601	Assistant Engineer	39.76	10.00	12.50	1.00	L&M 0.10	0.05 63.41
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.60	10.00	12.50	1.00	L&M 0.10	0.05 62.25
A0603	Fireman	39.04	10.00	12.50	1.00	L&M 0.10	0.05 62.69
A0605	Leverman Clamshell	42.29	10.00	12.50	1.00	L&M 0.10	0.05 65.94
A0606	Leverman Hydraulic	40.53	10.00	12.50	1.00	L&M 0.10	0.05 64.18
A0607	Mate & Boatman	39.76	10.00	12.50	1.00	L&M 0.10	0.05 63.41
A0608	Oiler (dredge)	39.04	10.00	12.50	1.00	L&M 0.10	0.05 62.69
Electricians							
*See per diem note on last page							
A0701	Inside Cable Splicer	40.03	13.64	13.84	0.95	L&M 0.20	LEG 0.15 68.81

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							
*See per diem note on last page							
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	39.70	13.64	14.08	0.95	L&M 0.20 LEG 0.15	68.72
A0703	Power Cable Splicer	56.05	13.64	18.87	0.95	L&M 0.20 LEG 0.15	89.86
A0704	Tele Com Cable Splicer	49.28	13.64	16.13	0.95	L&M 0.20 LEG 0.15	80.35
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	54.30	13.64	18.82	0.95	L&M 0.20 LEG 0.15	88.06
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	47.53	13.64	16.08	0.95	L&M 0.20 LEG 0.15	78.55
A0707	Straight Line Installer - Repairman	47.53	13.64	16.08	0.95	L&M 0.20 LEG 0.15	78.55
A0708	Powderman	52.30	13.64	18.76	0.95	L&M 0.20 LEG 0.15	86.00
A0710	Material Handler	26.57	13.07	4.80	0.15	L&M 0.15 LEG 0.15	44.89
A0712	Tree Trimmer Groundman	27.54	13.64	12.23	0.15	L&M 0.15 LEG 0.15	53.86
A0713	Journeyman Tree Trimmer	36.21	13.64	12.49	0.15	L&M 0.15 LEG 0.15	62.79
A0714	Vegetation Control Sprayer	39.66	13.64	12.59	0.15	L&M 0.15 LEG 0.15	66.34
A0715	Inside Journeyman Communications CO/PBX	38.28	13.64	13.79	0.95	L&M 0.20 LEG 0.15	67.01
Elevator Workers							
*See per diem note on last page							
A0802	Elevator Constructor	40.06	15.58	17.51	0.62	L&M 0.42 VAC 4.44	78.63
A0803	Elevator Constructor Mechanic	57.23	15.58	17.51	0.62	L&M 0.42 VAC 6.35	97.71

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
Heat & Frost Insulators/Asbestos Workers							
*See per diem note on last page							
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0904	Insulator, Group II	38.68	9.24	11.01	1.20	SAF 0.12	60.25
A0905	Fire Stop	38.68	9.24	11.01	1.20	SAF 0.12	60.25
IronWorkers							
*See per diem note on last page							
A1101	Ironworkers, including:	37.90	8.73	21.18	1.57	L&M 0.20 IAF 0.36	69.94
	Bender Operators						
	Bridge & Structural						
	Machinery Mover						
	Ornamental						
	Reinforcing						
	Rigger						
	Sheeter						
	Signalman						
	Stage Rigger						
	Toxic Haz-Mat Work						
	Welder						
A1102	Helicopter	38.90	8.73	21.18	1.57	L&M 0.20 IAF 0.36	70.94
	Tower (energy producing windmill type towers to include nacelle and blades)						
A1103	Fence/Barrier Installer	34.40	8.73	20.93	1.47	L&M 0.20 IAF 0.36	66.09
	Guard Rail Installer						
A1104	Guard Rail Layout Man	35.14	8.73	20.93	1.47	L&M 0.20 IAF 0.36	66.83
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)							
*See per diem note on last page							
N1201	Group I, including:	30.71	8.70	17.31	1.30	L&M 0.20 LEG 0.20	58.42
	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 per diem note on last page

						L&M	LEG	
N1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Burning & Cutting Torch							

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 per diem note on last page

						L&M	LEG	
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Guniting Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							

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 Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
N1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

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

*See per diem note on last page

						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42

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

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 per diem note on last page

						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	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							

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 per diem note on last page

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42

Environmental Laborer (asbestos, marine work)
Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Guniting Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
S1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

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	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)

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 per diem note on last page

						L&M	LEG	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayers
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
Traffic Control Supervisor, DOT Qualified

						L&M	LEG	
S1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
S1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Millwrights

*See per diem note on last page

						L&M		
A1251	Millwright (journeyman)	36.99	10.08	12.28	1.00	0.40	0.05	60.80

						L&M		
A1252	Millwright Welder	37.99	10.08	12.28	1.00	0.40	0.05	61.80

Painters, Region I (North of N63 latitude)

*See per diem note on last page

						L&M		
N1301	Group I, including:	32.29	8.21	12.70	1.08	0.07		54.35

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

						L&M		
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87

Bridge 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 I (North of N63 latitude)

*See per diem note on last page

							L&M	
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							

N1304	Group IV, including:	39.78	8.21	15.23	1.05	0.05		64.32
	Glazier							
	Storefront/Automatic Door Mechanic							

N1305	Group V, including:	29.13	8.21	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 per diem note on last page

							L&M	
S1301	Group I, including :	30.13	8.21	12.85	1.08	0.07		52.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							

							L&M	
S1302	Group II, including :	31.38	8.21	12.85	1.08	0.07		53.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							

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 II (South of N63 latitude)								
*See per diem note on last page								
S1303	Group III, including :	31.48	8.21	12.85	1.08	L&M		53.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	39.99	8.21	14.27	1.08	L&M		63.62
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	29.13	8.21	5.02	0.83	L&M		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Piledrivers								
*See per diem note on last page								
A1401	Piledriver	38.34	10.08	14.63	0.95	L&M		64.20
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	14.63	0.95	L&M		65.20
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	14.63	0.95	L&M		68.51
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) **See note on last page	82.45	10.08	14.63	0.95	L&M		108.31
A1405	Diver (standby) **See note on last page	42.65	10.08	14.63	0.95	L&M		68.51

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
Piledrivers								
*See per diem note on last page								
A1406	Dive Tender **See note on last page	41.65	10.08	14.63	0.95	L&M 0.10	IAF 0.10	67.51
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	14.63	0.95	L&M 0.10	IAF 0.10	69.76
Plumbers, Region I (North of N63 latitude)								
*See per diem note on last page								
N1501	Journeyman Pipefitter	41.46	8.25	16.90	1.25	L&M 0.65	S&L	68.51
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1501	Journeyman Pipefitter	39.00	10.33	15.02	1.35	L&M 0.20		65.90
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
*See per diem note on last page								
X1501	Journeyman Pipefitter	38.02	13.37	11.25	2.50	L&M 0.24		65.38
	Plumber							
	Welder							
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	40.53	10.00	12.50	1.00	L&M 0.10	0.05	64.18
	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							

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 per diem note on last page

						L&M		
A1601	Group I, including:	40.53	10.00	12.50	1.00	0.10	0.05	64.18
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) Hydralifts or Transporters, (all track or truck type)							
	(b) Derricks							
	(c) Overhead							
	Crushers							
	Deck Winches, Double Drum							
	Ditching or Trenching Machine (16 inch or over)							
	Drag Scraper, Yarder, and similar types							
	Drilling Machines, Core, Cable, Rotary and Exploration							
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
	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							
	Off-Road Hauler (including Articulating and Haul Trucks)							
	Operator on Dredges							
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
	Plant Operator (Asphalt & Concrete)							
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
	Remote Controlled Equipment							
	Scraper (through 40 yards)							
	Service Oiler/Service Engineer							

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 per diem note on last page

A1601	Group I, including:	40.53	10.00	12.50	1.00	L&M 0.10	0.05	64.18
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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
Wate Kote Machine

A1602	Group IA, including:	42.29	10.00	12.50	1.00	L&M 0.10	0.05	65.94
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Camera/Tool/Video Operator (Slipline)
Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
Cranes (over 45 tons or 150 feet including jib & attachments)
(a) Clamshells & Draglines (over 3 yards)
(b) Tower Cranes
Licensed Water/Waste Water Treatment Operator
Loaders (over 5 yards)
Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
Power Plants (1000 k.w. & over)
Quad
Scrapers (over 40 yards)
Screed
Shovels, Backhoes, Excavators with all attachments (over 3 yards)
Sidebooms (over 45 tons)
Slip Form Paver, C.M.I. & similar types

A1603	Group II, including:	39.76	10.00	12.50	1.00	L&M 0.10	0.05	63.41
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Boiler - Fireman
Cement Hogs & Concrete Pump Operator
Conveyors (except those listed in Group I)
Grade Checker
Hoists on Steel Erection, Towermobiles & Air Tuggers
Horizontal/Directional Drill Locator
Licensed Grade Technician
Locomotives, Rod & Geared Engines
Mixers
Screening, Washing Plant

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 per diem note on last page

A1603	Group II, including:	39.76	10.00	12.50	1.00	0.10	0.05	63.41
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Sideboom (cradling rock drill, regardless of size)
 Skidder
 Trenching Machines (under 16 inches)
 Water/Waste Water Treatment Operator

A1604	Group III, including:	39.04	10.00	12.50	1.00	0.10	0.05	62.69
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"A" Frame Trucks, Deck Winches
 Bombardier (tack or tow rig)
 Boring Machine
 Brooms, Power (sweeper, elevator, vacuum, or similar)
 Bump Cutter
 Compressor
 Farm Tractor
 Forklift, Industrial Type
 Gin Truck or Winch Truck (with poles when used for hoisting)
 Hoists, Air Tuggers, Elevators
 Loaders:
 (a) Elevating-Athey, Barber Greene & similar types
 (b) Forklifts or Lumber Carrier (on construction job sites)
 (c) Forklifts, (with tower)
 (d) Overhead & Front End, (under 2-1/2 yards)
 Locomotives: Dinkey (air, steam, gas & electric) Speeders
 Mechanics, Light Duty
 Oil, Blower Distribution
 Posthole Digger, Mechanical
 Pot Fireman (power agitated)
 Power Plant, Turbine Operator, (under 200 k.w.)
 Pumps, Water
 Roller (other than Asphalt)
 Saws, Concrete
 Skid Hustler
 Skid Steer (with all attachments)
 Stake Hopper
 Straightening Machine
 Tow Tractor

A1605	Group IV, including:	32.83	10.00	12.50	1.00	0.10	0.05	56.48
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Crane Assistant Engineer/Rig Oiler
 Drill Helper

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 per diem note on last page								
		L&M						
A1605	Group IV, including:	32.83	10.00	12.50	1.00	0.10	0.05	56.48
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
*See per diem note on last page								
		L&M						
A1701	Roofer & Waterproofer	44.62	11.75	3.41	0.81	0.10	0.03	60.72
		L&M						
A1702	Roofer Material Handler	31.23	11.75	3.41	0.81	0.10	0.03	47.33
Sheet Metal Workers, Region I (North of N63 latitude)								
*See per diem note on last page								
		L&M						
N1801	Sheet Metal Journeyman	47.74	10.80	13.11	1.45	0.12		73.22
	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)								
*See per diem note on last page								

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)								
*See per diem note on last page								
S1801	Sheet Metal Journeyman	42.70	10.80	13.49	1.68	0.43	L&M	69.10
	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							
Sprinkler Fitters								
*See per diem note on last page								
A1901	Sprinkler Fitter	47.25	10.02	15.95	0.52	0.25	L&M	73.99
Surveyors								
*See per diem note on last page								
A2001	Chief of Parties	43.16	10.83	12.14	1.15	0.10	L&M	67.38
A2002	Party Chief	41.57	10.83	12.14	1.15	0.10	L&M	65.79
A2003	Line & Grade Technician/Office Technician/GPS, Drones	40.97	10.83	12.14	1.15	0.10	L&M	65.19
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	38.85	10.83	12.14	1.15	0.10	L&M	63.07
A2006	Chain Person (for crews with more than 2 people)	34.51	10.83	12.14	1.15	0.10	L&M	58.73

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

Truck Drivers

*See per diem note on last page

A2101	Group I, including:	39.94	10.83	12.14	1.15	L&M 0.10	64.16
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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, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
Helicopter Transporter
Liquid Vac Truck/Super Vac Truck
Lowboys (including attached trailers & jeeps up to & including 8 axles)
Material Coordinator or 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:	41.21	10.83	12.14	1.15	L&M 0.10	65.43
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Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
Jeeps (driver under load)
Lowboys, including tractor attached trailers & jeeps, 9 axles, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

A2103	Group II, including:	38.68	10.83	12.14	1.15	L&M 0.10	62.90
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All Deltas, Commanders, Rollagons, & similar equipment
Batch Trucks (8 yards & up)
Batch Trucks (up to & including 7 yards)
Boom Truck/Knuckle Truck (over 5 tons)
Cacasco Truck/Heat Stress Truck
Construction and Material Safety Technician
Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards
Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
Mechanics
Oil Distributor Driver
Partsman
Ready-mix (up to & including 12 yards)

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 per diem note on last page								
A2103	Group II, including:	38.68	10.83	12.14	1.15	0.10	L&M	62.90
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
A2104	Group III, including:	37.86	10.83	12.14	1.15	0.10	L&M	62.08
	Boom Truck/Knuckle Truck (up to & including 5 tons)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards							
	Expeditor (electrical & pipefitting materials)							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Greaser - Shop							
	Semi or Truck & Trailer							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10	L&M	61.50
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Cement Spreader, Dry							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards							
	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)							

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 per diem note on last page

							L&M	
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10		61.50

Rigger (air/water/oilfield)
Tireman, Light Duty
Track Truck Equipment
Truck Vacuum Sweeper
Warehouseperson
Water Truck (Below 250 Bbls)
Water Truck (straight)
Water Wagon, Semi

							L&M	
A2106	Group V, including:	36.52	10.83	12.14	1.15	0.10		60.74

Buffer Truck
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing
Attachments (up to & including 5 tons)
Bus Operator (up to 30 passengers)
Farm Type Rubber Tired Tractor (when material handling or pulling
wagons on a construction project)
Flat Beds, Single Rear Axle
Foam Distributor Truck Single Axle
Fuel Handler (station/bulk attendant)
Gear/Supply Truck
Gravel Spreader Box Operator on Truck
Hydro 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 per diem note on last page

							L&M	LEG	
N2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20		61.49

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:	34.88	8.70	17.31	1.30	0.20	0.20		62.59

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 per diem note on last page

						L&M	LEG	
N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59

Burning & Cutting Torch
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Concrete Laborer
 Floor Preparation, Core Drilling
 Jackhammer/Chipping Gun or Pavement Breaker
 Laser Instrument Operator
 Nozzlemen, Pumpcrete or Shotcrete
 Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58

Miner
 Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19

Asphalt Raker, Asphalt Belly Dump Lay Down
 Drill Doctor (in the field)
 Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayer
 Powderman (Employee Possessor)
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
N2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65

Federal Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
 Stake Hopper

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

*See per diem note on last page

						L&M	LEG	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49

Brakeman
 Mucker
 Nipper
 Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
 Topman & Bull Gang

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 per diem note on last page

						L&M	LEG	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49
	Tunnel Track Laborer							
						L&M	LEG	
S2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
S2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58
	Miner							
	Retimberman							
						L&M	LEG	
S2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
						L&M	LEG	
S2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Stake Hopper							

Tunnel Workers, Power Equipment Operators

*See per diem note on last page

						L&M		
A2207	Group I	44.58	10.00	12.50	1.00	0.10	0.05	68.23
						L&M		
A2208	Group IA	46.52	10.00	12.50	1.00	0.10	0.05	70.17

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Tunnel Workers, Power Equipment Operators								
*See per diem note on last page								
		L&M						
A2209	Group II	43.74	10.00	12.50	1.00	0.10	0.05	67.39
		L&M						
A2210	Group III	42.94	10.00	12.50	1.00	0.10	0.05	66.59
		L&M						
A2211	Group IV	36.11	10.00	12.50	1.00	0.10	0.05	59.76

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

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

Wage benefits key: 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 2018

Alaska Department of Labor
and Workforce Development
Labor Standards and Safety Division



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**

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

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

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

This pamphlet is set out in two sections. The first section contains the Alaska Statutes (pages 1-9), and the second section contains the Alaska Administrative Code or regulations (pages 10-22). The index of topics on page 23 should provide assistance in locating all of the places a particular topic is referenced.

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

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

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

TITLE 36. Public Contracts

Wage and Hour Administration

Pamphlet 400 - Statutes and Regulations

November 2018

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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Disclaimer:

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

ALASKA STATUTES

TITLE 36. PUBLIC CONTRACTS

CHAPTER 05. WAGES AND HOURS OF LABOR.

Section:

- 05. Applicability
- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid, and other information
- 45. Notice of work and completion; withholding of payment
- 60. Penalty for violation of this chapter
- 70. Wage rates in specifications and contracts for public works
- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070-36.05.110 on other laws
- 110. Contracts entered into without advertising

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

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

(§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976; am § 1 ch 69 SLA 1993; am § 1 ch 28 SLA 2011)

Sec. 36.05.020. Basis for determining wage.

A subcontract that is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage.

(§ 14-2-2 ACLA 1949)

Sec. 36.05.030. Authority; investigations; hearings; regulations; enforcement.

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

(1) conduct investigations and hold hearings concerning wages;

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

(3) adopt regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor and Workforce Development, enforce these provisions.

(§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

Sec. 36.05.035. Notification of contract awards.

Upon awarding a public construction contract, the state or a political subdivision of the state shall

(1) immediately notify the commissioner of labor and workforce development of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and

(2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met.

(§ 3 ch 142 SLA 1972)

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

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

(§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972; am § 1 ch 111 SLA 2003)

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

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

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

(c) A contracting agency

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

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

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

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

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

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

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

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

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

Sec. 36.05.060. 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)

ARTICLE 2. GENERAL PROVISIONS

Section:

900. Definition

Sec. 36.05.900. Definition.

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

CHAPTER 10. EMPLOYMENT PREFERENCE

Section:

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

Sec. 36.10.005. Legislative findings.

(a) The legislature finds that

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The legislature further finds that

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

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

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

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

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

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

(d) The legislature finds that

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

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

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

Sec. 36.10.007. 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. 36.10.020. 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. 36.10.070. Unavailability of preferred workers.

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

(b) If the department is unable to refer a sufficient number of qualified, eligible, available residents able to perform the work, the commissioner of labor may approve

the hiring of residents who are not eligible for preference and nonresidents for the balance of the request.

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

Sec. 36.10.075. Regulations.

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

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

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

Sec. 36.10.076. Notifications by state or political subdivision.

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

(§ 3 ch 208 SLA 1972)

Sec. 36.10.080. Chapter incorporated in contracts.

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

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

Sec. 36.10.090. Publication of list of violators.

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

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

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

commissioners of transportation and public facilities, labor, and workforce development, and administration.

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

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

Sec. 36.10.100. Retainage and Penalty.

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

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

Sec. 36.10.120. Investigations and hearings.

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

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

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

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

Sec. 36.10.125. Enforcement.

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

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

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

(2) the specific violation complained of; and

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

(c) In an action brought under (b) of this section, the court may, in its discretion, order denial of state community assistance, revenue sharing, or public school

funding, forfeiture of office or position, or injunctive or other relief. If the court finds for the plaintiff in an action brought under (b) of this section, it may award the plaintiff an amount equal to the actual costs and attorney fees incurred by the plaintiff.

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

Sec. 36.10.130. Resident hire report.

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

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

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

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

(1) is receiving unemployment benefits under AS 23.20 or would be eligible to receive benefits but has exhausted them;

(2) is not working and has registered to find work with a public or private employment agency or a local hiring hall;

(3) is underemployed or marginally employed as defined by the department; or

(4) has completed a job-training program approved by the department and is either not employed or is engaged in employment that does not use the skills acquired in the job-training program.

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

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

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.150. Determination of zone of underemployment.

(a) Immediately following a determination by the commissioner of labor and workforce development that a

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

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

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

(1) the rate of unemployment within the zone is substantially higher than the national rate of unemployment;

(2) a substantial number of residents in the zone have experience or training in occupations that would be employed on a public works project;

(3) the lack of employment opportunities in the zone has substantially contributed to serious social or economic problems in the zone; and

(4) employment of workers who are not residents is a peculiar source of the unemployment of residents of the zone. (§ 5 ch 33 SLA 1986)

Sec. 36.10.180. Projects subject to preference.

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

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

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

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

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

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

(b) If the governor has declared an area to be an area impacted by an economic disaster under AS 44.33.285, then the preference for residents of the area established

under AS 44.33.285 - 44.33.310 supersedes the preference under AS 36.10.150 - 36.10.175 for contracts awarded by the state.

(c) The commissioner shall define the boundaries of a zone within which a preference applies.

(§ 5 ch 33 SLA 1986; am § 2 ch 80 SLA 1993)

Sec. 36.10.190. Reporting provisions.

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.200. Criminal penalties.

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.210. Civil penalties.

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

(1) made a false sworn statement; or

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

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.900. Severability.

If a provision of this chapter, or the application of a provision to a person or circumstance, is held invalid, the remainder of this chapter and the application to other

persons or circumstances shall not be affected by the holding. The remainder shall be enforced to the greatest extent constitutionally permissible under the constitutions of the United States and the State of Alaska.

(§ 5 ch 33 SLA 1986)

Sec. 36.10.990. Definitions.

In this chapter

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

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

(§ 5 ch 33 SLA 1986)

CHAPTER 15. ALASKA PRODUCT PREFERENCES.

ARTICLE 1. FOREST PRODUCTS PREFERENCE

Section:

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

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

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

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

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

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

CHAPTER 25. CONTRACTORS' BONDS.

Section:

10. Bonds of contractors for public buildings or works

20. Rights of persons furnishing labor or material

25. Optional municipal exemption

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

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

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

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

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

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

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

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

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

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

(c) A suit brought under this section shall be brought in the name of the state or the political subdivision of the state for the use of the person suing in the court with

jurisdiction. A suit under this section is subject to AS 08.18.151. A suit may not be started after the expiration of one year after the date of final settlement of the contract. The state or political subdivision of the state is not liable for costs or expenses of the suit.

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

Sec. 36.25.025. Optional municipal exemption.

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

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

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

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

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

(§ 1 ch 81 SLA 1978)

CHAPTER 95. GENERAL PROVISIONS

Section:

10. Definitions

Sec. 36.95.010. Definitions.

In this title, unless the context requires otherwise,

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

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

(3) "public construction" or "public works" means the on-site field surveying, erection, rehabilitation,

alteration, extension or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board;

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

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

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

(7) "wages" includes fringe benefits.

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

ALASKA ADMINISTRATIVE CODE TITLE 8. LABOR

PART 2. RESIDENT EMPLOYMENT

CHAPTER 30. PUBLIC CONTRACTS.

Article:

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

ARTICLE 1. WAGES AND HOURS.

Section:

10. Notification of contract awards
20. Certified payroll
25. Fringe benefit contributions
27. Notice of violation requiring withholding
30. Notification of withholding accrued payments
40. Notification of termination of contract

8 AAC 30.010. Notification of Contract Awards.

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

(b) Verification of contractors bonding requirements shall be by certified statement furnished to the commissioner by the state or political subdivision of the state which awarded the contract.

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

Authority: AS 36.05.030 AS 36.05.035

8 AAC 30.020. Certified Payroll.

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

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

- 1st Judicial District - Department of Labor and Workforce Development, Juneau
- 3rd Judicial District - Department of Labor and Workforce Development, Anchorage

2nd and 4th Judicial Districts - Department of Labor and Workforce Development, Fairbanks

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

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

(e) If a contractor is under contract to provide trucks on a public construction project and leases a truck to an individual truck driver or dispatches an owner/operator working on that same project, the contractor shall pay no less than the prevailing wage for each hour worked each certified payroll reporting period to that driver.

(Eff. 7/8/73, Register 47; am 7/30/82, Register 83; am 8/9/01; Register 159; am 3/2/2008, Register 185)

Authority: AS 36.05.030 AS 36.05.040
AS 36.10.075

Editor's Note:

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

Form 07-6058 (payroll form) required in 8 AAC 30.020 may be obtained from the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504; telephone: (907) 269-4900. The form is also available on the department's website at:
<http://labor.alaska.gov/lss/lssforms.htm>

8 AAC 30.025. Fringe Benefit Contributions.

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

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

(1) plan contributions must be

(A) irrevocable;

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

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

(D) non-discretionary;

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

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

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

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

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

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

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

(1) a copy of the plan;

(2) a copy of the plan adoption agreement;

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030

AS 36.05.070

8 AAC 30.027. Notice of violation requiring withholding.

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

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

Authority: AS 23.05.060 AS 36.05.030

AS 36.05.070

8 AAC 30.030. Notification of withholding accrued payments.

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

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid.

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

Authority: AS 36.05.030 AS 36.05.070

8 AAC 30.040. Notification of Termination of Contract.

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

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract;

(7) wage rate actually being paid; and

(8) proposed action to be taken to complete construction.

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

Authority AS 36.05.030 AS 36.05.080

ARTICLE 2. WAGE SCALE.**Section:****50. Wage Scale****8 AAC 30.050. Wage Scale.**

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

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

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

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

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

67 rates will be the final survey from which the arithmetic mean will be determined to be the prevailing rate of pay.

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

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

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

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

(3) the job class or classes involved;

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

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

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

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

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

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

Authority: AS 36.05.010 AS 36.05.030

AS 36.05.070

Editor's note:

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

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

8 AAC 30.051. Purpose.

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

8 AAC 30.052. Board and lodging; remote sites.

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.10.075 AS 36.05.010

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

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

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

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

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.010 AS 36.10.075

8 AAC 30.056. Alternative arrangement.

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

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

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

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

Authority: AS 23.05.060 AS 36.05.010
AS 36.05.030 AS 36.10.075

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

60. *(Repealed)*

61. Contracting agency report requirements

62. Employer reporting requirements

64. Hiring preference for residents of zone of underemployment

65. *(Repealed)*

66. *(Repealed)*

67. *(Repealed)*

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

70. *(Repealed)*

71. *(Repealed)*

72. Determining residency

73. Determination of resident hiring preferences

78. Resident hiring preferences in overlapping or multiple zones

80. *(Repealed)*

81. Compliance with preference requirements

82. Department determination of eligibility for preference

84. Appeals of eligibility determinations

86. Approval of job training programs

8 AAC 30.061. 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 30.068. 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

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

8 AAC 30.072. Determining residency.

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

- (1) where the person, the person's spouse, and the person's dependent children maintain their principal place of abode;
- (2) where the person's dependent children are enrolled in school;
- (3) the person's address on driver's licenses;
- (4) the person's address on motor vehicle registrations;
- (5) where the person's bank, credit union, or other financial accounts are maintained;
- (6) the person's address on hunting, fishing, trapping, or other licenses;
- (7) where the person is registered to vote;
- (8) the person's address as shown on Department of Revenue permanent fund dividend records; and
- (9) any other relevant facts.

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

Authority: AS 36.10.075 AS 36.10.14
AS 36.95.010(4)

8 AAC 30.073. Determination of resident hiring preferences.

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

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

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

(d) Upon notification under (c) of this section, the resident hiring preference requirements are effective immediately and apply to all public-funded projects in the zone.

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

Authority: AS 36.10.075

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

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

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

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

Authority: AS 36.10.075

8 AAC 30.081. 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;

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

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

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

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

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

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

Authority: AS 36.10.070 AS 36.10.140 AS 36.180
AS 36.10.190 AS 36.10.075

8 AAC 30.082. Department determination of eligibility for preference.

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

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

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

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

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

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

Authority: AS 36.10.070 AS 36.10.075
AS 36.10.140

8 AAC 30.084. Appeals of eligibility determinations.

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

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.140

8 AAC 30.086. Approval of job training programs.

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

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

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

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

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

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

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

Authority: AS 36.10.140

8 AAC 30.088. Computations regarding hiring preference requirements.

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

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

Authority: AS 36.10.075

ARTICLE 4. INVESTIGATIONS AND HEARINGS.

Section:

90. Investigations, Conference, and Persuasion

100. Hearings

110. Decisions

8 AAC 30.090. Investigations, conference, and persuasion.

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

(b) If, after preliminary investigation, the division finds that probably cause exists to believe that a violation of AS 36.05 or AS 36.10 has occurred, the division will provide the respondent believed to have violated AS 36.05 or AS 36.10 a copy of the complaint or a description of the alleged violation by personal service or

certified mail to the last known address of the respondent and to the respondent's registered agent, if any. If respondent is a subcontractor, the division will also provide the prime contractor with a copy of the complaint or a description of the alleged violation by personal service or certified mail to the prime contractor's registered agent.

(c) The division will attempt to eliminate the alleged violation through conference and persuasion by providing the respondent and prime contractor an opportunity for an information conference to discuss the matter and attempt to eliminate the alleged violations.

(d) If an alleged violation is not rectified by the informal conference, or if the respondent or prime contractor fails to attend the conference without good cause, the division will notify the respondent and the prime contractor in writing of the failure of the informal conference. The division will include in its notification a summary of the division's investigative findings.

(e) The respondent or the prime contractor may request a hearing by sending the division a written request postmarked not later than 30 days of the date of the division's notification of the failure of the informal conference under (d) of this section. The hearing request must identify any investigative findings in dispute and the basis for the dispute, including any affirmative defenses. Upon receipt of a request for a hearing, the division will refer the case for hearing. Hearings under this section will be conducted in accordance with 8 AAC 30.100.

(f) If no timely request for hearing is received, the division's investigative findings will be final.

(Eff. 12/4/76, Register 60; am 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/01, Register 159; am 3/2/2008, Register 185; am 8/12/2018, Register 227)

Authority: AS 23.05.060 AS 36.10.075

AS 36.10.120 AS 36.05.030

8 AAC 30.100. Hearings.

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

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

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

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this

state to serve as hearing officer, to preside over the hearing, and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

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

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

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

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

(1) call and examine witnesses;

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

(3) introduce exhibits.

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

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

(Eff. 12/4/76, Register 60; am 1/2/91, Register 116; am 8/9/01; Register 159)

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.120 AS 36.05.030

8 AAC 30.110. Decisions.

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

(b) Upon making a decision, the director will serve it upon the respondent and complainant, if any, by personal service or certified mail, return receipt requested. If the director determines that the respondent has violated AS 36.05 or AS 36.10, the decision may contain such cease and desist orders and other orders and relief, including a recommendation that the respondent be placed on a list of violators who are barred from performing public contracts as provided under AS 36.05.090 and AS 36.10.090, as the director considers appropriate to correct the unlawful conduct. If,

after the director's decision finding the respondent in violation of AS 36.05 or AS 36.10 is served on the respondent, the director determines that the respondent has not ceased or has failed to correct the unlawful conduct, the director will refer the matter to the attorney general for enforcement.

(Eff. 12/4/76, Register 60; am 8/9/01, Register 159)

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

ARTICLE 5. DEBARMENT.

Section:

200. Review and Recommendations

210. Hearings

220. Decisions

230. Appeals

240. Request for Removal

8 AAC 30.200. Review and Recommendations.

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

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

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

(1) falsification or concealment of records;

(2) refusal to pay prevailing wages;

(3) failure to pay prevailing wages;

(4) extent and seriousness of the violations; or three or more violations on the same or separate contracts within a five-year period.

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

(1) a history of subcontractors violating under that prime;

(2) failure of the prime contractor to notify its subcontractors of the requirements of AS 36.05; and

(3) informing subcontractors how not to comply, or assisting a subcontractor in not complying with AS 36.05.

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

the investigator and determine if the case will be referred for hearing.

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.210. Hearings.

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

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

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

(d) The director will appoint a wage and hour investigator or contract with an attorney licensed in this state to serve as hearing officer to preside over the hearing and to make findings of fact and conclusions of law to be used as a basis for the director's decision. An investigator who has investigated the alleged violations or

taken part in the informal conference under 8 AAC 30.090 will not be appointed hearing officer.

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

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

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

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

(1) call and examine witnesses;

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

(3) introduce exhibits.

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.220. Decisions.

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.230. Appeals.

The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure.

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.240. Request for Removal.

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

ARTICLE 6. GENERAL PROVISIONS.

Section:

900. General Definitions

910. Definition of "On-Site."

920. Definition of "Economic Region."

8 AAC 30.900. General Definitions.

In this chapter and in AS 36

(1) "commissioner" means the commissioner of labor and workforce development;

(2) "crafts" and "occupations" mean the occupations identified in the *Standard Occupational Classification Manual* (2018 edition);

(3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;

(4) "department" means the Alaska Department of Labor and Workforce Development;

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

(6) "disregarded their obligations to employees" (or a grammatical variant) as used in AS 36.05.090 and this chapter includes any of the following:

(A) failure or refusal to pay basic prevailing wages;

(B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;

(C) failure to pay at least once a week;

(D) failure to pay unconditionally; or

(E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

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

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

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

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

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

(12) "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.

(13) [repealed 8/9/2001;]

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

(15) "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;

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

(17) "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);

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

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

(20) "underemployed" means employed in a job that requires less skill or training than a job for which the employee is trained and qualified.

(21) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(22) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

(Eff. 7/8/73, Register 47; am 12/4/76, Register 60; am 7/30/82, Register 83; am 9/27/87, Register 103; am 1/2/91, Register 116; am 8/9/01, Register 159; am 8/12/2018, Register 227; am 11/25/2018, Register 228)

Authority: AS 23.05.060 AS 36.10.075

AS 36.95.010 AS 36.05.030

AS 36.10.140

Editor's note:

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

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

8 AAC 30.910. Definition of "on-site."

(a) In AS 36.95.010(3), "on-site" means at the physical place where the construction called for in a

contract will remain when work on it has been completed and at other property used by the contractor or subcontractor in the construction which can reasonably be said to be included in the site because of proximity. The scope of "on-site"

(1) has the following exceptions:

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

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

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

(2) is extensive for larger projects, including airports, dams and roads, and includes the whole area in which the contract construction activity will take place; work areas separate from the physical footprint of the construction activity, including fabrication plants, mobile factories, batch plants, borrow pits, rock quarries, job headquarters, tool yards, and similar work areas, are "on-site" if they are in close proximity and are dedicated exclusively or nearly so to performance of one or more public construction projects during the period of contract construction activity;

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

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

(1) flaggers;

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

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

(4) workers who perform mobilization or demobilization activities;

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

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

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

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

(c) Not included in "on-site" are permanent home offices, branch plants, fabrication plants, tool yards, and other establishments of a contractor or subcontractor whose locations and continuance are governed by its general business operations. This is so even though mechanics, laborers, and field surveyors working at these establishments may repair or maintain machinery used in contract performance or make doors, windows, frames, or forms called for by the contract while continuing normal commercial work. Regardless of the activities performed at these establishments, the department's wage decision does not apply, because they are not "on-site." However, if mechanics, laborers, or field surveyors are required to go to a place that is "on-site" to perform activities on the contract, the department's wage decision is applicable for the actual time so spent, not including travel.

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

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

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

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

(1) the type of project;

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

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

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

(A) means a commercial enterprise that holds itself out to the public as offering to supply sand, gravel, ready-mixed concrete, hot asphalt, or other construction materials to multiple clients for both public and private jobs; does not include a commercial enterprise whose existence or continuing operation is dedicated exclusively or nearly so to one or more public construction projects;

(2) "common carrier"

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

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

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

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

(Eff. 7/30/82, Register 83; am 1/2/91, Register 116; am 8/9/2001, Register 159; am 3/24/2011, Register 197)

Authority: AS 23.05.060 AS 36.05.030

AS 36.10.075

8 AAC 30.920. Definition of "Economic Region."

In AS 36.10, "economic region" means a geographic area of the state sharing similar economic or demographic characteristics.

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

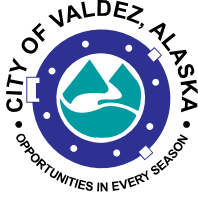
Authority: AS 36.10.075 AS 36.10.990

Editor's note:

Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, Alaska 99504.

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CITY OF VALDEZ
Project Title: N. Meyring Park Pavilion
Project No.: 118-350-1804
Contract No.: 1525

TO: All Recipients

Date: August 15, 2019

SUBJECT: Addendum No.1

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

This Addendum makes the following changes and/or clarifications:

Responses to Questions

1. What are the limits of demolition?

Response: The previous structure was demolished Spring 2019. There is no demolition required. Any earthwork or landscape removal is incidental to the work.

2. Are tails required on the glu-lam trusses?

Response: Tails are required on all glu-lam trusses including at the column locations. An infill tail will be added to the column trusses to assist with the load and maintain aesthetics. This is not a structural member.

3. In the standard specifications under Division 5 Metals section 1.8 Warranty subsection-A/2 calls for a 25 year warranty, with the columns being encased in 4' of concrete this is not really fixable. Would a warranty even be necessary beyond the standard 1 year warranty of the contractor?

Response: Due to the nature of the construction a minimum 3 year coating warranty is required.

4. In the standard specifications under Division 3 Concrete section 2.2 Concrete Materials subsection B calls for Silica fume, is this correct?

Response: Silica fume is required to meet durability requirements. Mix design will be approved by the Architect.

5. In the standard specifications under Division 5 Metal has specs for steel studs. The A sheets in the drawing set reference structural for stud type and spacing. The structural sheets call out wood stud walls, what material is to be used?

Response: Wood framing as indicated on detail 102/S1.0 and note on S2.0.

6. On sheet A3.0 detail 1 has a call out for AA-2 plywood and polyurethane SIP more clarification is needed on this.

Response: SIPS with architectural detailing on exposed surfaces are, in general, an approved alternate. Submittal approval required after contract award.

7. On sheet S1.0 detail 101 says columns are embedded to the footing while sheet A3.0 shows the columns stopping at grade. Structural sheets usually take precedence, but this adds 4' to the column length which may make it difficult to find a local powder coater that has an oven that can accept a ~15' column.

Response: The structural sheet takes precedence over the architectural sheet on this matter. A number of in-state powder coaters have ovens in excess of 19' in length.

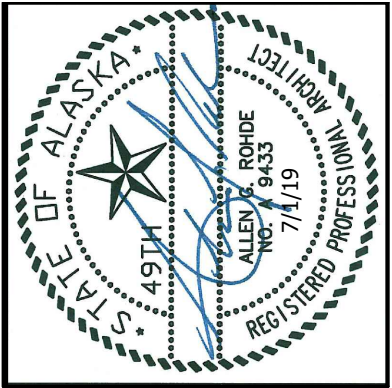
End of Addendum

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Plotted on: Tuesday, July 02, 2019 - 11:44am
UserName: Rohde Staff

N. Meyring Park Pavilion

Foraker Street

Valdez, Alaska



AROHDE ARCHITECTS

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Design/Build

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ph. (907) 696-2960 fax (907) 696-2962
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NO.	REVISION	DATE

CITY OF VALDEZ #18-350-1804
PARK SHELTER STRUCTURAL REPAIRS - N. MEYRING

JOB NO.	1824
DATE	7/1/2019
DRAWN	MAS
REVIEWED	AGR

SHEET TITLE:
COVER SHEET

SHEET NO.
G1.0

DRAWING INDEX:

CIVIL NOT USED	LANDSCAPE NOT USED	ARCHITECTURAL ROHDE & ASSOCIATES, INC. A0.9 FIRE PLACE DETAILS A1.0 FLOOR PLAN A2.0 PAVILION ELEVATIONS A3.0 BUILDING SECTIONS	STRUCTURAL ARETA, LLC. S1.0 STRUCTURAL NOTES S1.1 TRUSS PROFILE S1.2 ROOF FRAMING DETAILS S2.0 FOUNDATION PLAN S2.1 ROOF FRAMING PLAN	MECHANICAL NOT USED	ELECTRICAL NOT USED
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PROJECT NARRATIVE:

The scope of work required by the general contractor (GC) and their subcontractors (SC) is as follows:

Any design work by the GC and their subcontractors shall be submitted and approved by the owner's representative, architect, engineers, and the State Fire Marshal prior to commencing with construction.

This project is the construction of a new park pavilion at N. Meyring Park located in Valdez, Alaska.

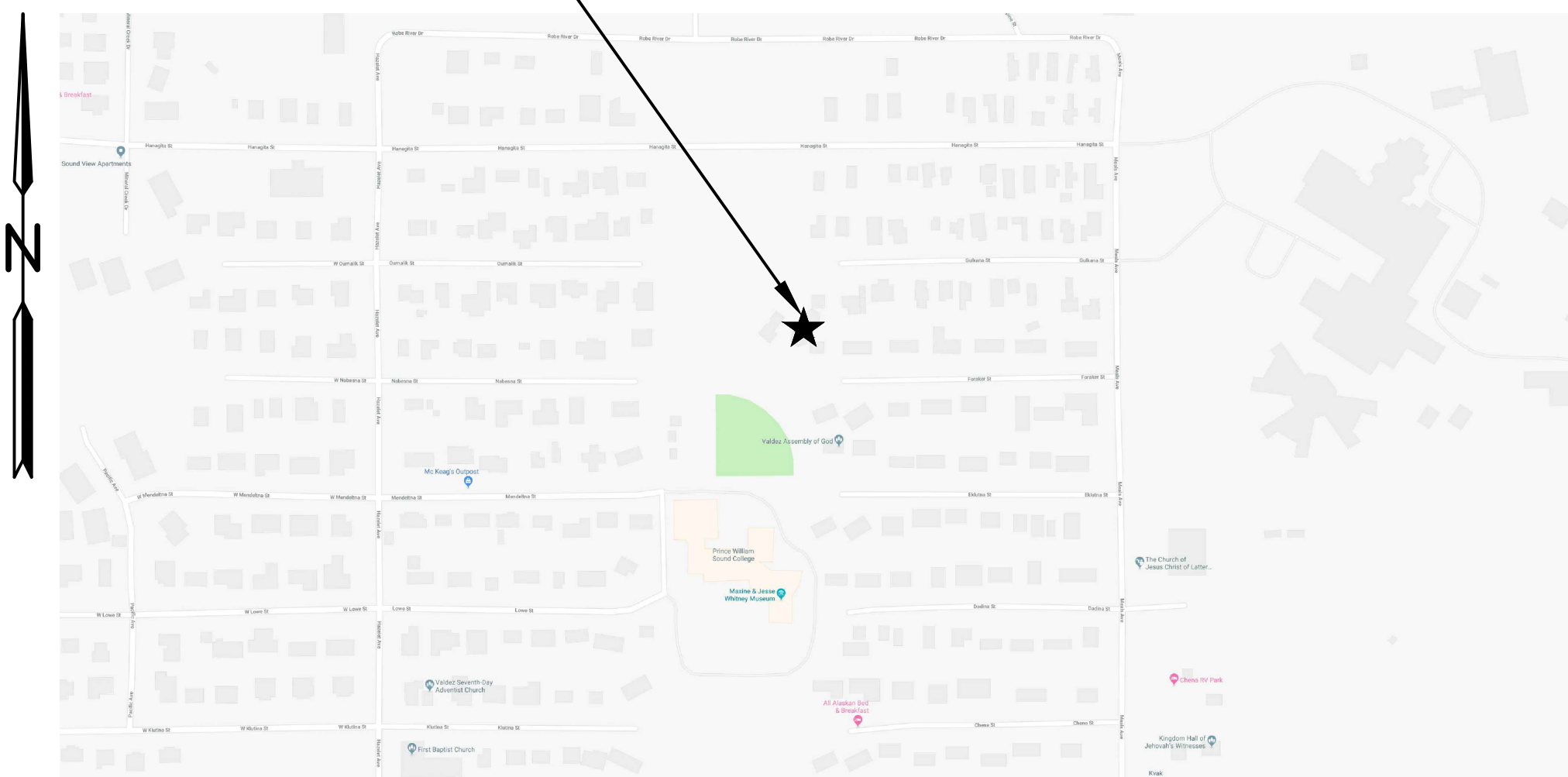
PROJECT DATA:

LEGAL DESCRIPTION:	ADDRESS:
	FORAKER STREET VALDEZ, ALASKA

SITE LOCATION MAP:

NOT TO SCALE

PROJECT LOCATION



GENERAL NOTES:

- BUILDING SHALL CONFORM TO INTERNATIONAL BUILDING CODE, 2012 EDITION, MINIMUM REQUIREMENTS FOR TYPE V-B CONSTRUCTION THROUGHOUT, "A-5" OCCUPANCY.
- THESE DRAWINGS ARE SUPPLIED TO THE GENERAL CONTRACTOR AND OTHERS FOR THEIR USE ON THIS SPECIFIC PROJECT.
- THE ORGANIZATION OF THESE DRAWINGS IS NOT INTENDED TO CONTROL THE DIVISION OF WORK AMONG THE SUB-CONTRACTORS. THE DIVISION OF THE WORK SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO COMPLETE ALL WORK AS SHOWN OR AS IMPLIED ON THESE DRAWINGS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL FACILITIES FOR LIGHT AND POWER WITHIN THE PREMISES AND IN THE CONSTRUCTION AREA DURING THE ENTIRE CONSTRUCTION PERIOD. POWER SHALL BE OBTAINED FROM THE EXISTING DISTRIBUTION SYSTEM. PROVIDE NECESSARY MATERIALS AND LABOR FOR POWER CONNECTIONS FOR MACHINES, PORTABLE TOOLS, ETC.. AS USED BY OTHER TRADES, REGARDLESS OF SIZE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL RUBBISH AND DEBRIS RESULTING FROM CONSTRUCTION AT CONTRACTOR'S EXPENSE.
- ALL DIMENSIONS ARE TO FACE OF STUD OR STRUCTURE, UNLESS NOTED OTHERWISE.
- CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND FIELD VERIFY CONDITIONS BEFORE PROCEEDING WITH ANY WORK.
- ALL CONTRACTORS AND SUB CONTRACTORS ARE RESPONSIBLE FOR CONFORMING TO ALL APPLICABLE LOCAL CODES AND TRADE STANDARDS.
- ALL COLORS, FINISHES, AND EQUIPMENT SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL.
- ANY AND ALL DISCREPANCIES BETWEEN DRAWING SHEETS, DISCIPLINES, DIMENSIONS, DETAILS, MATERIALS, AND COLORS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO BIDDING AND/ OR CONSTRUCTION IMMEDIATELY UPON DISCOVERY FOR CLARIFICATION.
- DO NOT SCALE DIMENSIONS FROM BLUEPRINTS. ANY AND ALL DISCREPANCIES OF DIMENSIONS BETWEEN DRAWING SHEETS, DISCIPLINES, AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION IMMEDIATELY UPON DISCOVERY FOR CLARIFICATION.
- FIRE ALARM AND SPRINKLER DRAWINGS (IF REQUIRED) ARE NOT WITHIN THE SCOPE OF THESE DRAWINGS AND ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. SPRINKLER SYSTEM SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO SUBMITTING FOR PERMIT. DRAWINGS SHALL BE SUBMITTED BY A QUALIFIED FIRE PROTECTION CONTRACTOR.

BUILDING CODE ANALYSIS:

THE 2012 EDITION OF THE IBC WAS USED IN THE FOLLOWING ANALYSIS:

PROJECT INFORMATION:	NEW CONSTRUCTION
ZONING:	?
CONSTRUCTION TYPE:	TYPE V-B : NON-SPRINKLED
OCCUPANCY CLASSIFICATION:	A-5
HEIGHT:	1-STORY
SPRINKLED:	NO
FIRE ALARM:	NO
ACTUAL AREA:	2,040 G.S.F
ALLOWABLE TABULAR AREA:	UNLIMITED
OCCUPANCY SEPARATION:	NONE REQUIRED
ROOFING CLASSIFICATION (MIN);	C
ROOFING CLASSIFICATION (PROVIDED):	A
EXT. WALL PROTECTION:	NONE REQUIRED PER TABLE 601 AND 602
OCCUPANT LOAD:	ASSEMBLY AREAS: 2,040 G.S.F./ 5 G.S.F. PER OCCUPANT = 408 TOTAL OCCUPANTS: 408
NUMBER OF EXITS:	N/A
EMERGENCY LIGHTING:	PROVIDE MINIMUM 1 FOOT-CANDLE ILLUMINATION AT FLOOR LEVEL PER IBC SECTION 1006.2
INTERIOR FINISHES:	MINIMUM PER IBC TABLE 803.9
EXITING:	EVERY EXIT DOOR SHALL BE OPENABLE FROM THE INSIDE WITHOUT A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
PARKING:	EXISTING, UNCHANGED
FIRE FLOW:	EXISTING, UNCHANGED

SYMBOLS:

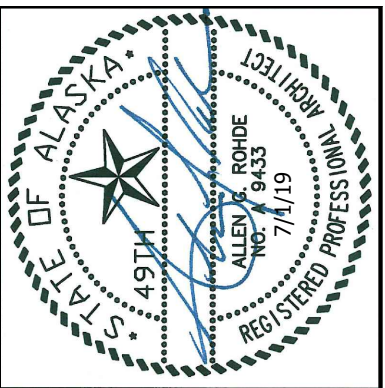
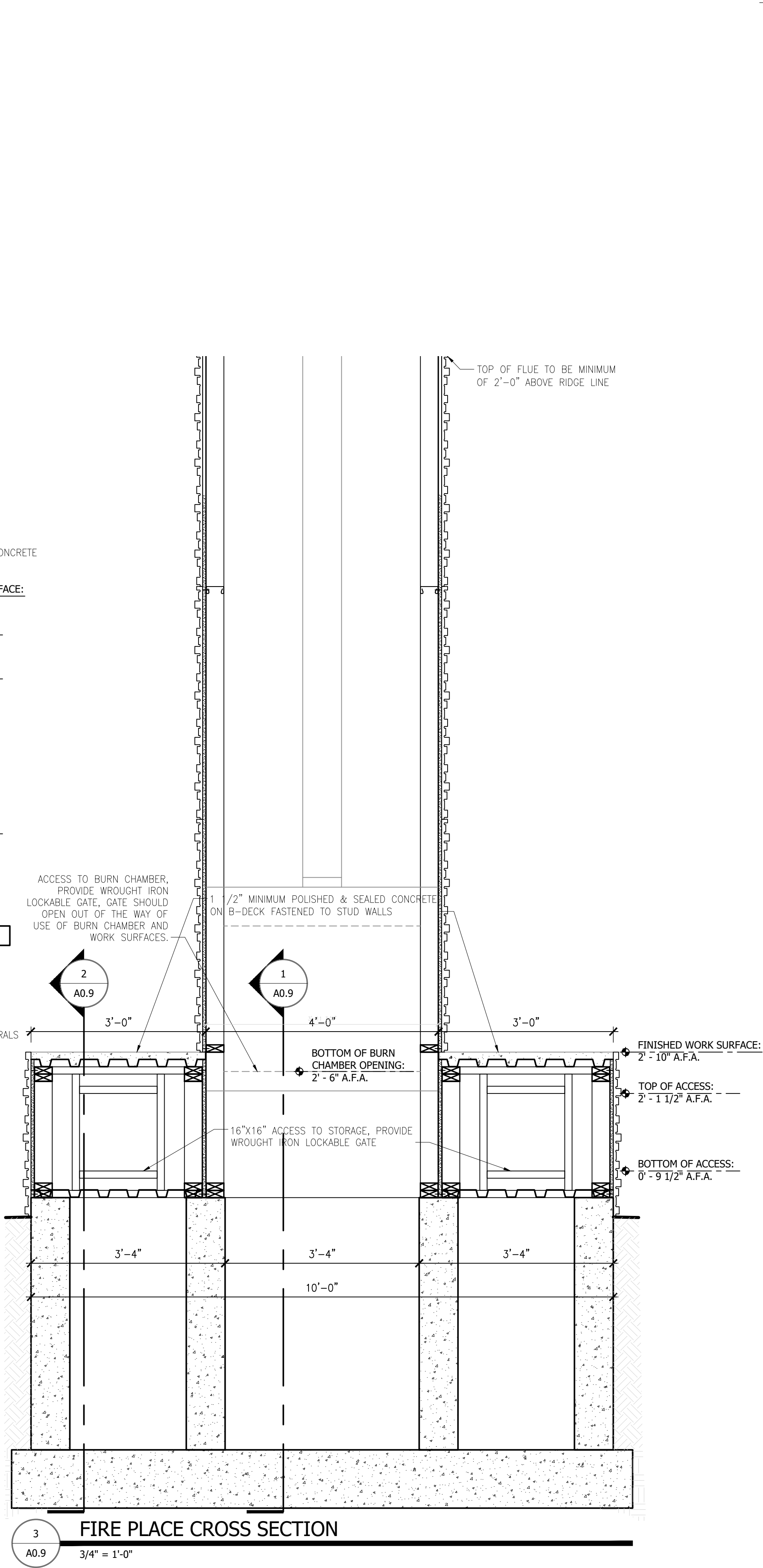
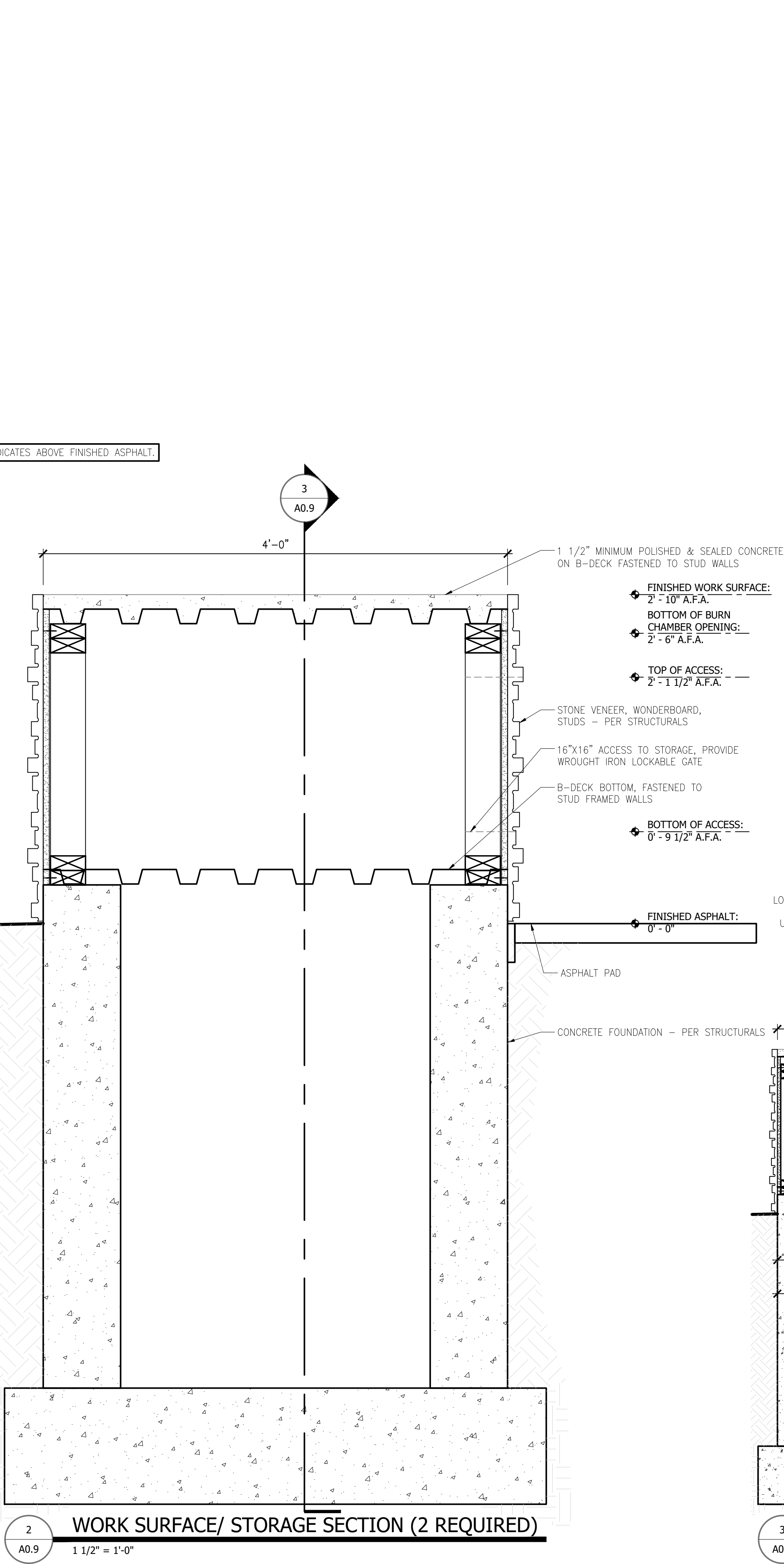
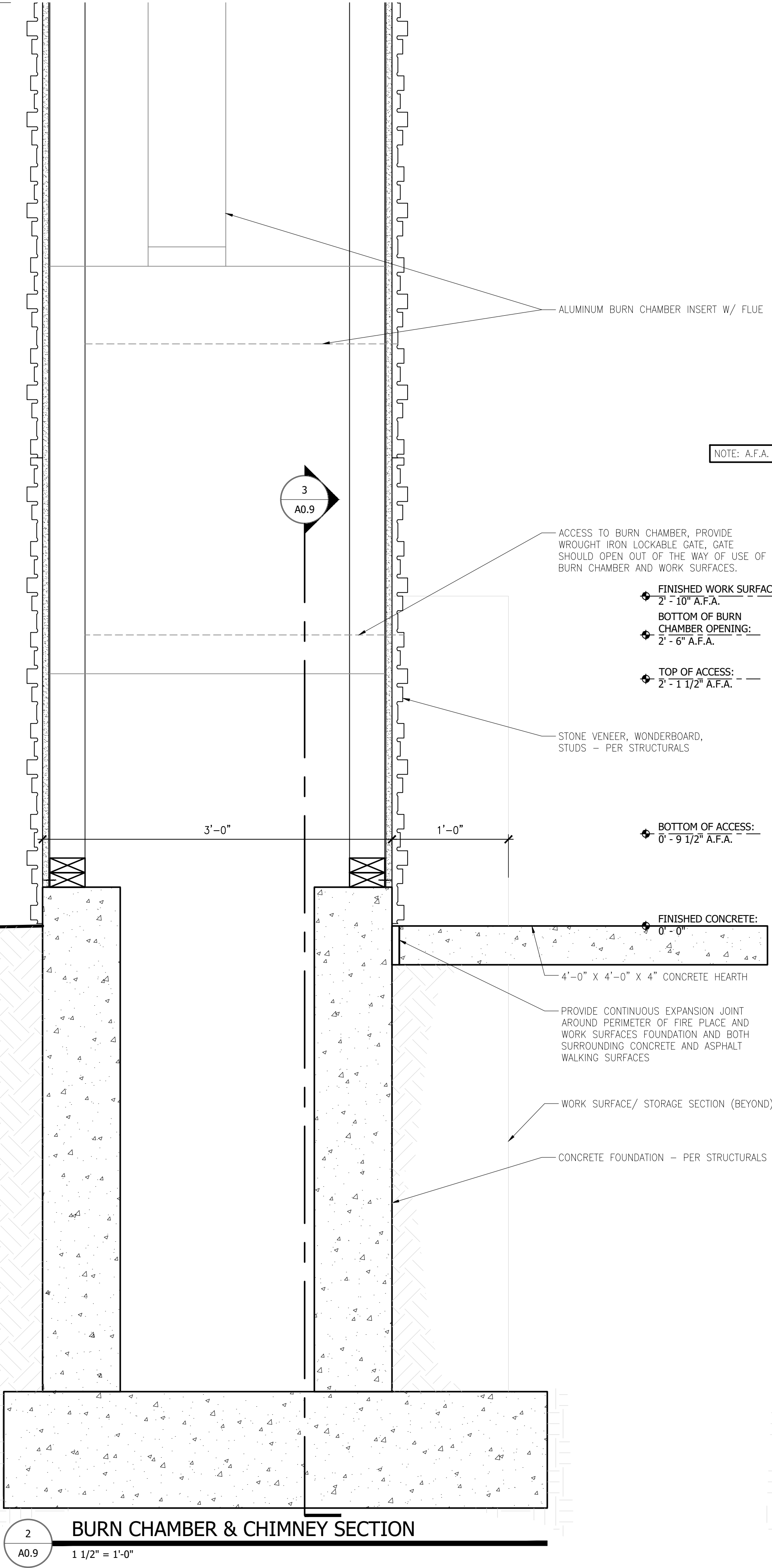
	STRUCTURAL OR REFERENCE GRIDS		REFERENCE NORTH		CUT LINE		EXISTING GRADE OR ELEVATION
	EXTERIOR ELEVATION		DETAIL REFERENCE		DRAWING TITLE AND SCALE		FINISHED GRADE OR ELEVATION
	REVISION SYMBOL AND BUBBLE INDICATING AFFECTED AREA						

ABBREVIATIONS:

A.F.F. ABOVE FINISHED FLOOR	EA EACH	GYP GYPSUM	NL NO LITE	SPEC SPECIFICATION
A.C.T. ACOUSTICAL CEILING TILE	E.W. EACH WAY	GWB GYPSUM WALL BOARD	N.S.F. NET SQUARE FOOTAGE	SQ.FT. SQUARE FOOT
APPROX APPROXIMATELY	EL ELEVATION	H.B. HOSE BIB	N.T.S. NOT TO SCALE	SV SHEET VINYL
ARCH ARCHITECTURAL	EXIST EXISTING	HL HALF LITE	NO. NUMBER	THRU THROUGH
A.W.W. ALL WEATHER WOOD	EXP EXPANSION	IN INCH	O.C. ON CENTER	T.I. TENANT IMPROVEMENT
B.F.F. BELOW FINISHED FLOOR	E.I.F.S. EXTERIOR INSULATION & FINISH SYSTEM	IBC INTERNATIONAL BUILDING CODE	OCC. OCCUPANT(S)	T.O.B. TOP OF BEARING
B.O.B. BOTTOM OF BEAM	F.O.C. FACE OF CONCRETE	IECC INTERNATIONAL EXISTING BUILDING CODE	OPP OPPOSITE	T.O.W. TOP OF WALL
B.O.F. BOTTOM OF FOOTER	F.O.F. FACE OF FINISH	IECC INTERNATIONAL ENERGY CONSERVATION CODE	ORD OVERFLOW ROOF DRAIN	TS TUBE STEEL
B.O.S. BOTTOM OF STRUCTURE	F.O.S. FACE OF STUDS	IFC INTERNATIONAL FIRE CODE	O/H OVERHEAD	TYP TYPICAL
B.O.W. BOTTOM OF WALL	F.O.W. FACE OF WALL	IRC INTERNATIONAL RESIDENTIAL CODE	PLAM PLASTIC LAMINATE	U.D. UNIT DIMENSION
CL CENTERLINE	F TO F FACE TO FACE	LAV LAVATORY	P.R.R. PER RESTROOM	U.N.O. UNLESS NOTED OTHERWISE
C TO C CENTER TO CENTER	F.F. FACTORY FINISH	LB POUND	PSF POUNDS PER SQUARE FOOT	VCT VINYL COMPOSITE TILE
CMU CONCRETE MASONRY UNIT	F.E. FIRE EXTINGUISHER	MFG MANUFACTURER(ED)	RD ROOF DRAIN	W.W.F. WELDED WIRE FABRIC
CPT CARPET	FIN FINISH(ED)	MFG MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATION	REF REFERENCE	W.W.M. WELDED WIRE MESH
CONT CONTINUOUS	F.F.E. FINISHED FLOOR ELEVATION	MAX MAXIMUM	REQD REQUIRED	W/ WITH
DEMO DEMOLITION	F.D. FLOOR DRAIN	MIN MINIMUM	RM ROOM	W/O WITHOUT
DIA DIAMETER	FL FULL LITE	MISC MISCELLANEOUS	R.O. ROUGH OPENING	WOC WALK-OFF CARPET
ø DIAMETER	FT. FOOT	M.O.A. MUNICIPALITY OF ANCHORAGE	S.F. SQUARE FOOT	
DIM DIMENSION	F.V. FIELD VERIFY	N.A. NOT APPLICABLE	SIM SIMILAR	
DN DOWN	G.S.A. GROSS SQUARE FOOTAGE	N.I.C. NOT IN CONTRACT	SL SIDE LITE	

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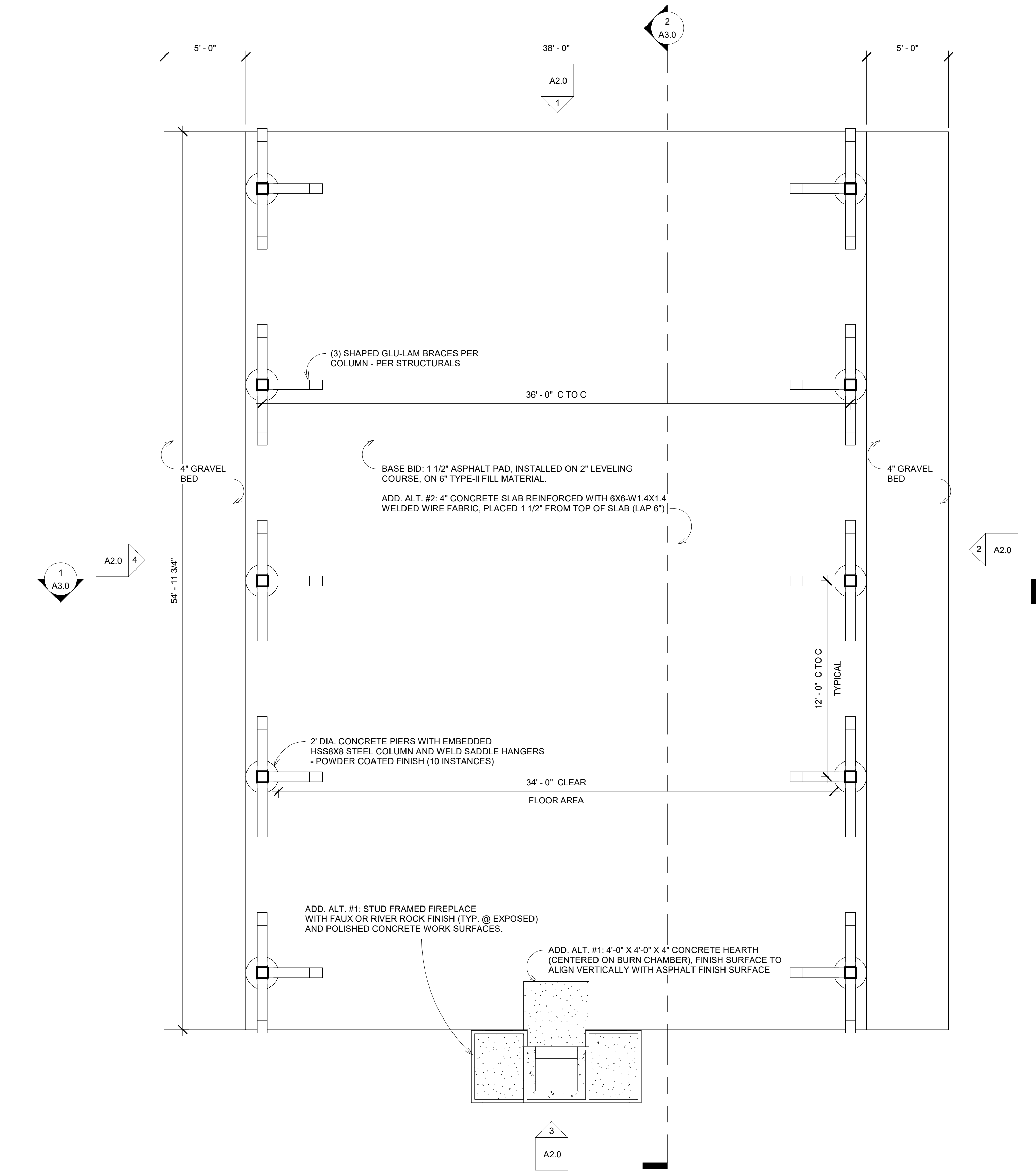
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ARohde@RohdeArchitects.Com Corp. Auth. #AECC769

NO.	REVISION	DATE

CITY OF VALDEZ #18-350-1804
PARK SHELTER STRUCTURAL REPAIRS - N.MEYRING

JOB NO.	1824
DATE	7/1/2019
DRAWN	MAS
REVIEWED	AGR
SHEET TITLE:	FIRE PLACE DETAILS
SHEET NO.	A0.9

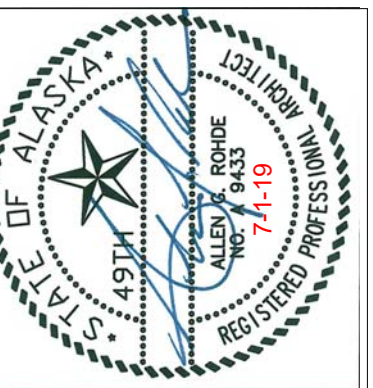
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1 Finished Floor
1/4" = 1'-0"

CONSTRUCTION DOCUMENTS

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JOB NO.	1824
DATE	7/1/2019
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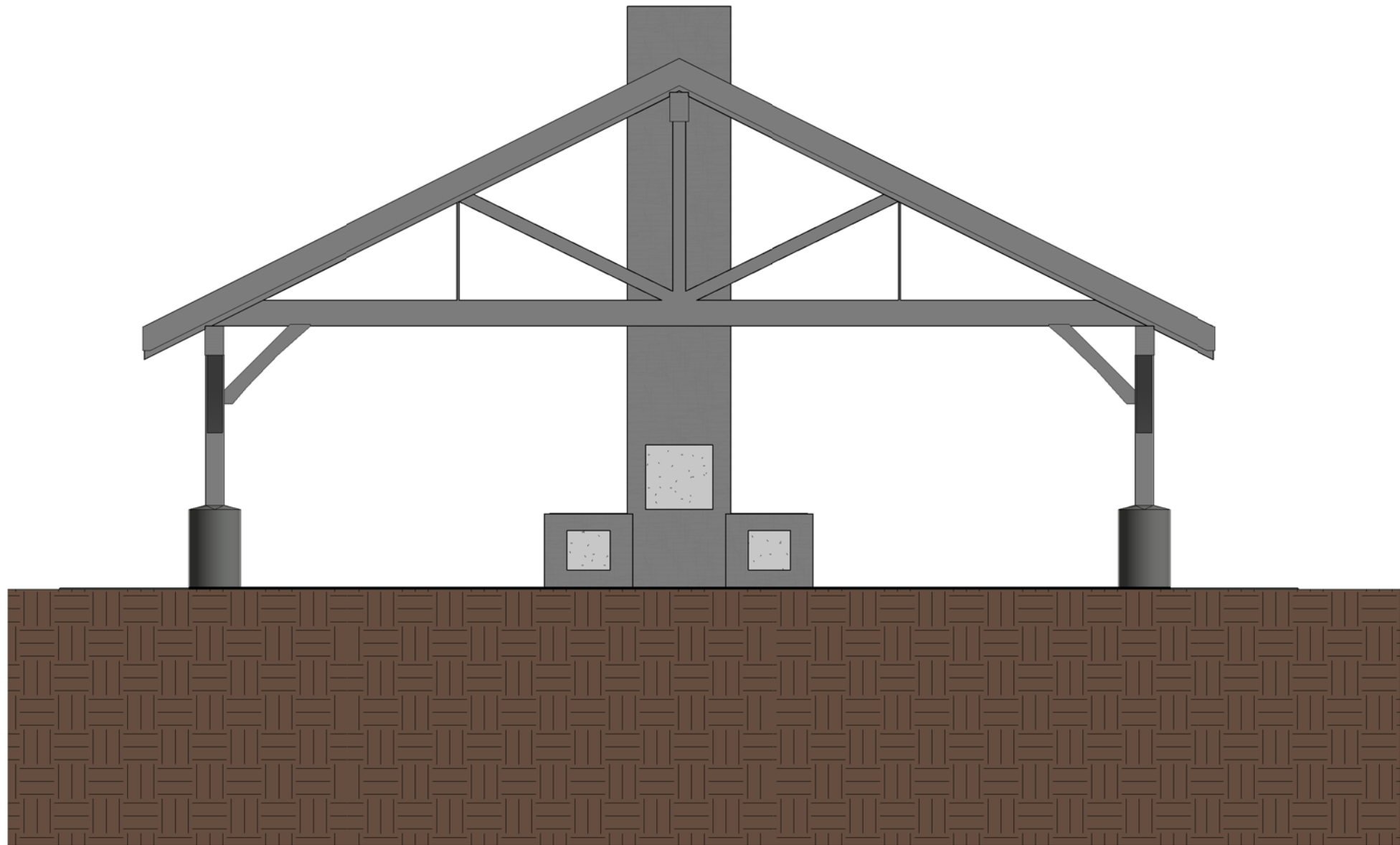
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Floor Plan

SHEET NO.

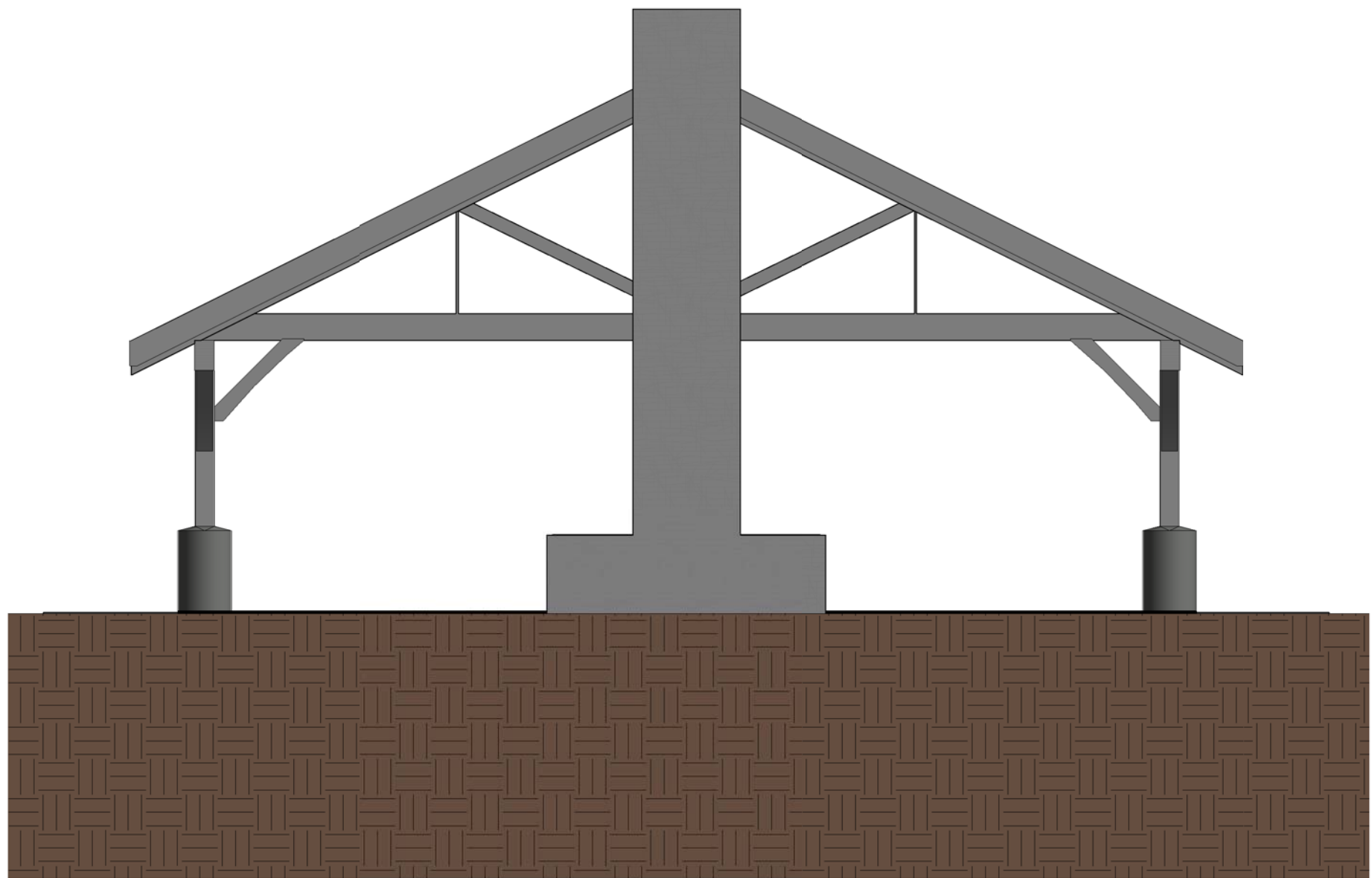
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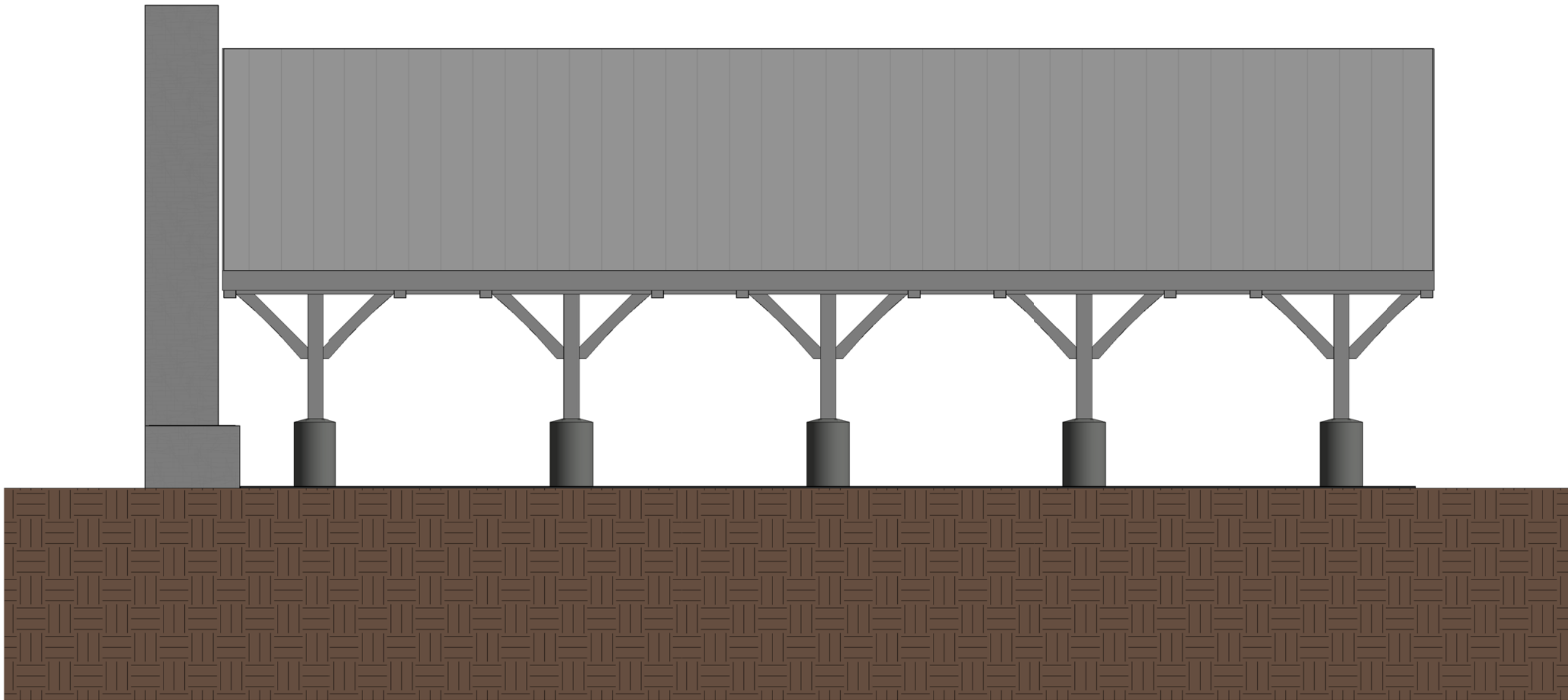
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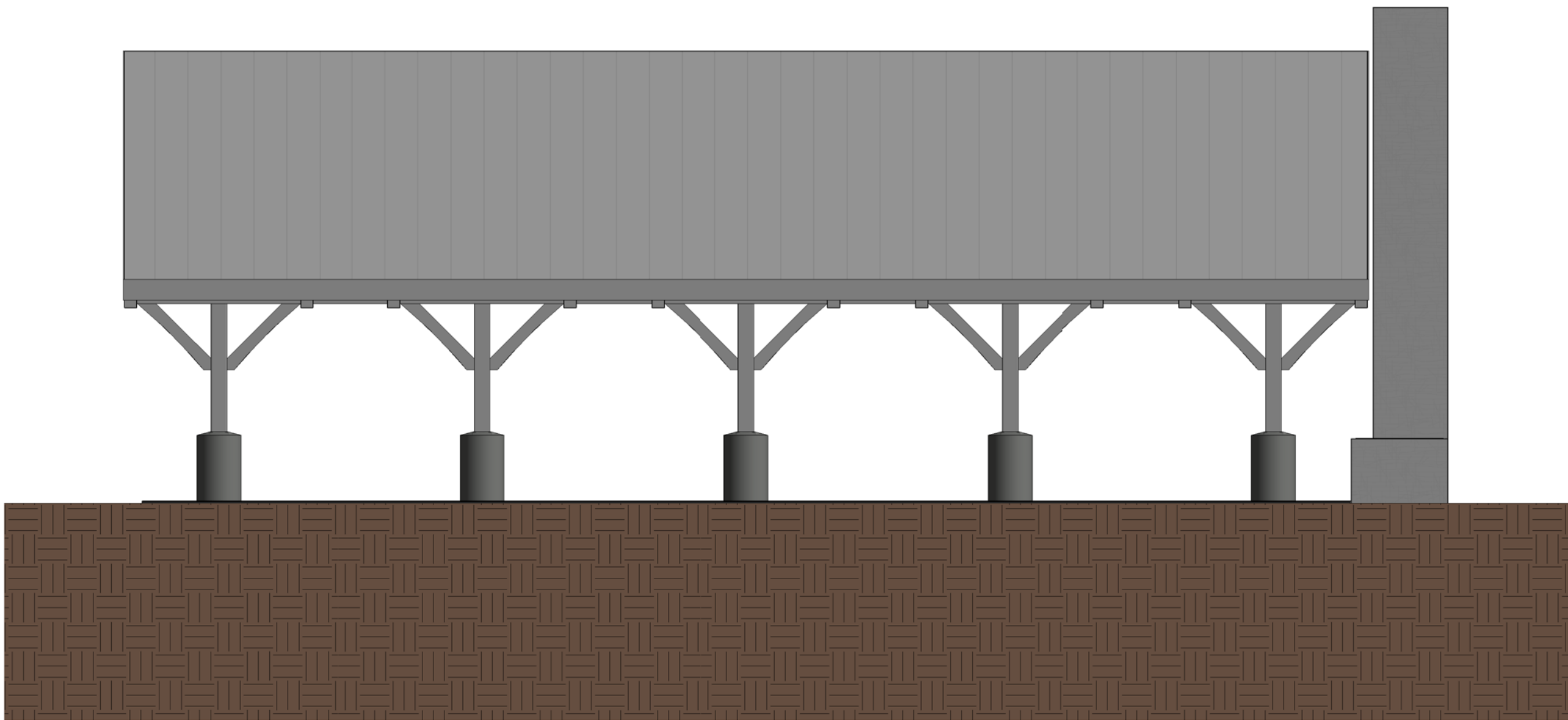
1 North
3/16" = 1'-0"



3 South
3/16" = 1'-0"



2 East
3/16" = 1'-0"



4 West
3/16" = 1'-0"



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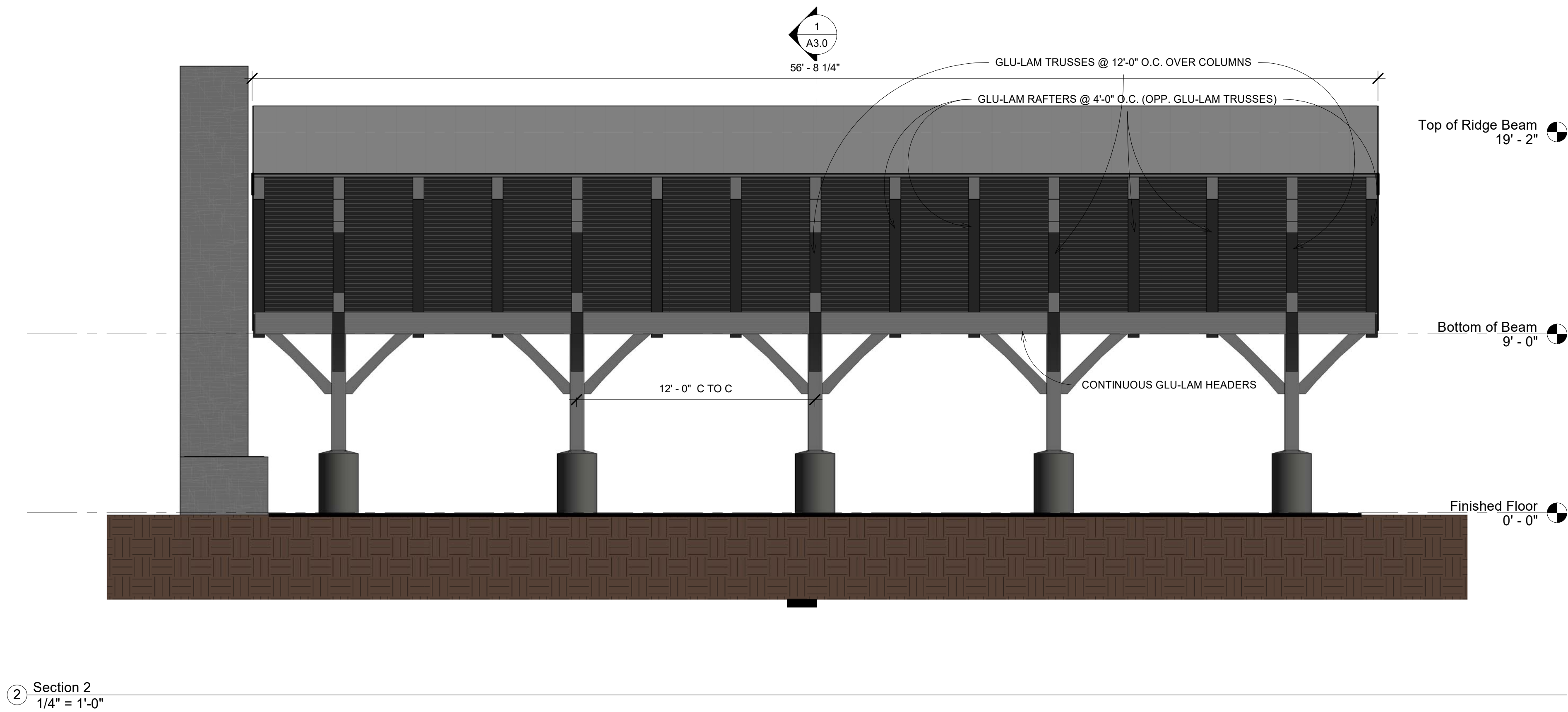
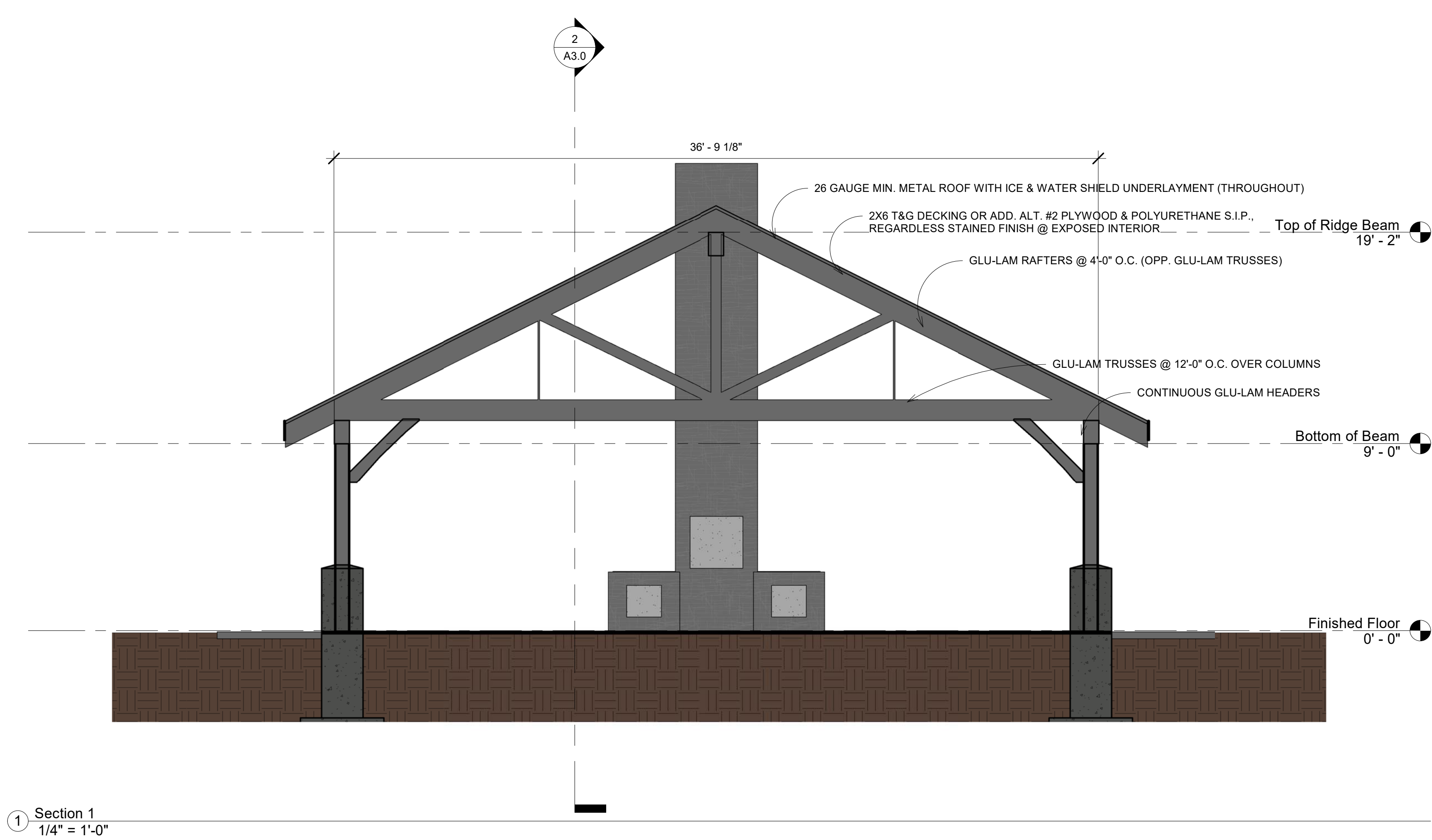
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JOB NO. 1824
DATE 7/1/2019
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SHEET TITLE:
Pavilion Elevations

SHEET NO.
A2.0



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NO.	REVISION

CITY OF VALDEZ #18-350-1804
PARK SHELTER STRUCTURAL REPAIRS - N.MEYRING

JOB NO.	1824
DATE	7/1/2019
DRAWN	MAS
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SHEET TITLE: Building Sections	
SHEET NO. A3.0	

GENERAL STRUCTURAL NOTES

(UNLESS NOTED OTHERWISE)

DESIGN CRITERIA:

2012 EDITION OF THE INTERNATIONAL BUILDING CODE, WITH LOCAL AMENDMENTS.

LOADS:

ROOF DEAD LOAD = 15 PSF

GROUND SNOW LOAD = 150 PSF, Ce=1.0, Is=1.0, Ct=1.0, ROOF SNOW LOAD = 135 PSF.

WIND SPEED (ULT) = 120 MPH, Iw=1.0, BUILDING CATEGORY II, EXPOSURE C

SEISMIC DESIGN CATEGORY D, Ie=1.0, Ss=1.50g, S1=0.77g, SOILS SITE CLASS D, SDs=1.00g, SD1=0.77g, WOOD WALLS SHEATHED WITH WOOD STRUCTURAL PANELS, R = 6.5 EQUIVALENT LATERAL FORCE PROCEDURE.

ALL LOADS INDICATED ARE WORKING STRESS LOADS U.N.O.

GENERAL:

- THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OR SEQUENCE OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION.
- CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED CONSTRUCTION. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.
- WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA.
- ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL WITH APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
- OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. IF AN OPTION IS CHOSEN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES AND SHALL COORDINATE ALL DETAILS WITH ALL TRADES.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH THE ARCHITECT. DO NOT USE SCALED DIMENSIONS.
- ALL DETAILS SHALL BE INCORPORATED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY CUT OR NOT. TYPICAL DETAILS MAY NOT NECESSARILY BE CUT ON PLANS, BUT APPLY UNLESS NOTED OTHERWISE. FOR CLARITY, DETAILS MAY SHOW ONLY ONE SIDE OF FRAMING CONDITION.
- WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN.

FOUNDATIONS:

- NO GEOTECHNICAL REPORT PROVIDED FOUNDATION DESIGN IS BASED UPON IBC CHAPTER 18 FOOTINGS SHALL BEAR ON FIRM, UNDISTURBED SOIL AND/OR ENGINEERED AND COMPACTED DESIGN SOIL BEARING VALUE = 1,500 PSF
- PROVIDE POSITIVE DRAINAGE SLOPES, BOTH DURING AND AFTER CONSTRUCTION, FOR SURFACE AND ROOF RUNOFF. MINIMUM 10'-0" FROM BUILDING FOUNDATIONS.
- DO NOT BACKFILL AGAINST BASEMENT OR RESTRAINED WALLS UNTIL FRAMING TO SUPPORT WALL IS PERMANENTLY ATTACHED. DO NOT EXCEED 1'-0" DIFFERENTIAL IN FILL LEVEL ON OPPOSITE SIDES OF FOUNDATION WALLS.
- THE STRUCTURAL ENGINEER IS NOT RESPONSIBLE FOR ANY GEOTECHNICAL ASPECTS OF THIS PROJECT. THE OWNER SHALL EMPLOY A REGISTERED GEOTECHNICAL ENGINEER TO PERFORM NECESSARY TESTING AND QUALITY CONTROL INSPECTIONS TO ENSURE THAT THE REQUIREMENTS OF THE SOILS REPORT ARE MET. ALL EARTHWORK SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.
- SEE ARCHITECTURAL DRAWINGS FOR EXTERIOR SLABS AND SIDEWALKS.

CONCRETE:

- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 301 AND ACI 318. CEMENT SHALL CONFORM TO ASTM C150. TYPE II. AGGREGATE SHALL CONFORM TO ASTM C33. CONCRETE SHALL BE READY MIXED IN ACCORDANCE WITH ASTM C94 AND SHALL BE DESIGNED FOR A MINIMUM 28-DAY COMPRESSIVE STRENGTH AS FOLLOWS:

SLABS ON GRADE -----3,000 PSI
FOUNDATIONS -----3,000 PSI
- CONCRETE SHALL BE FREE OF CHLORIDE. MAXIMUM SLUMP 4 1/2" FOR CONCRETE WITHOUT PLASTICIZER. IF PLASTICIZER IS USED, AN 8" MAXIMUM SLUMP IS ALLOWED AT PLACEMENT. ALL MIX DESIGNS SHALL BE DESIGNED BY THE CONCRETE PRODUCTION FACILITY IN ACCORDANCE WITH ACI 301.
- MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED, EXCEPT THAT SLABS ON GRADE NEED BE VIBRATED ONLY AROUND UNDER-FLOOR DUCTS, ETC. DO NOT DROP CONCRETE MORE THAN FIVE FEET. THE USE OF TREMIES, UNLESS APPROVED OTHERWISE IN WRITING BY THE ARCHITECT, ALL CONCRETE SLABS ON GRADE SHALL BE BOUND BY CONTROL JOINTS (KEYED OR SAW CUT), SUCH THAT THE ENCLOSED AREA DOES NOT EXCEED 225 SQUARE FEET.
- PROVIDE SLEEVES FOR ALL UTILITY OPENINGS. DO NOT CUT ANY REINFORCING AT OPENINGS.

REINFORCING STEEL:

- REINFORCING STEEL SHALL CONFORM TO ASTM A615 (Fy = 60 KSI) DEFORMED BARS FOR ALL BARS #4 AND LARGER. ASTM A615 (Fy = 40 KSI) DEFORMED BARS FOR ALL BARS #3 AND SMALLER. ALL REINFORCING TO BE WELDED SHALL BE ASTM A706. WELDED WIRE FABRIC PER ASTM A185, WIRE PER ASTM A82. LATEST ACI CODE AND DETAILING MANUAL APPLY.
- ACCURATELY PLACE OR SUPPORT ALL REINFORCING, INCLUDING WELDED WIRE FABRIC, WITH GALVANIZED METAL CHAIRS, SPACERS OR HANGERS FOR THE FOLLOWING CLEAR CONCRETE COVERAGES:

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ----- 3"
EXPOSED TO EARTH OR WEATHER ----- 2"
#6 OR LARGER ----- 2"
#5 AND SMALLER ----- 1 1/2"
FLAT SLAB ----- 3/4"
ALL OTHER PER LATEST EDITION OF ACI 318.

ROUGH CARPENTRY AND PLYWOOD:

- ALL FRAMING PER IBC CHAPTER 23. FRAMING LUMBER SHALL COMPLY WITH THE 2005 EDITION OF THE NATIONAL DESIGN SPECIFICATION. MAXIMUM MOISTURE CONTENT SHALL NOT EXCEED 19%. ALL SAWN LUMBER SHALL BE STAMPED WITH THE GRADE MARK OF AN APPROVED LUMBER GRADING AGENCY. ALL SAWN LUMBER SHALL BE OF THE FOLLOWING MINIMUM GRADES:

MEMBER TYPE WOOD TYPE

JOISTS ----- H.F. #2

BEAMS, LEDGERS, HEADERS
WIDTH 4" OR LESS ----- H.F. #2
WIDTH GREATER THAN 4" ----- D.F. #2
WIDTH GREATER THAN 6" ----- D.F. #1

STUDS, PLATES AND BLOCKING
2x4 -----S.P.F. #2
2x6 OR LARGER ----- H.F. #2

POSTS
4x4 ----- H.F. #2
4x6 OR LARGER ----- D.F. #2
- ALL PLYWOOD SHALL CONFORM TO PS-1 OR APA PRP-108, SHALL HAVE AN EXTERIOR OR EXPOSURE 1 CLASSIFICATION AND SHALL BEAR THE STAMP OF AN APPROVED TESTING AGENCY. LAY UP PLYWOOD WITH FACE GRAIN PERPENDICULAR TO SUPPORTS AND STAGGER JOINTS. ON ROOFS WHERE PLYWOOD IS LAID UP WITH FACE GRAIN PARALLEL TO SUPPORTS, USE A MINIMUM OF 5-PLY PLYWOOD. AT SHEAR WALLS, PROVIDE 2X BLOCKING AT ALL UNSUPPORTED EDGES. ALL NAILING, COMMON NAILS, WHERE SCREWS ARE INDICATED FOR WOOD TO WOOD ATTACHMENTS, USE WOOD SCREWS. ALL PLYWOOD SHALL BE OF THE FOLLOWING NOMINAL THICKNESS, SPAN/INDEX RATIO AND SHALL BE ATTACHED AS FOLLOWS UNLESS NOTED OTHERWISE:

USE THICKNESS SPAN/INDEX RATIO EDGE ATTACHMENT INTERMEDIATE ATTACHMENT

ROOF ----- 3/8" ---- 32/16 --- 16 GA. x 1 1/2" STAPLES AT 6" O.C.

SHEAR WALL --- 7/16" ---- 24/0 -- 8d AT 6" O.C. U.N.O. --- 8d AT 12" O.C. U.N.O.

- AMERICAN PLYWOOD ASSOCIATION PERFORMANCE RATED SHEATHING (OSB) MAY BE USED AS AN ALTERNATE TO PLYWOOD WITH PRIOR WRITTEN APPROVAL OF ARCHITECT. WHERE ROOF IS TO BE GUARANTEED, IT MAY NOT BE USED WITHOUT PRIOR APPROVAL FROM BUILT-UP ROOF SYSTEM MANUFACTURER. RATED SHEATHING SHALL COMPLY WITH I.C.B.O. REPORT NER-108, HAVE AN EXTERIOR OR EXPOSURE 1 CLASSIFICATION, AND SHALL HAVE A SPAN RATING EQUIVALENT TO OR BETTER THAN THE PLYWOOD IT REPLACES. ATTACHMENT AND THICKNESS (WITHIN 1/32") SHALL BE THE SAME AS THE PLYWOOD IT REPLACES. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
- ALL NAILING NOT NOTED SHALL BE ACCORDING TO TABLE 2304.9.1 OF THE IBC. ALL NAILS SHALL BE WITH COMMON NAILS U.N.O. METAL FRAMING CONNECTORS SHALL BE MANUFACTURED BY SIMPSON STRONG-TIE COMPANY, INC. OR OTHER MANUFACTURER WITH CURRENT AND EQUIVALENT I.C.C. APPROVAL. ALL NAIL HOLES IN CONNECTORS SHALL BE FILLED WITH NAIL OF THE LARGEST SIZE INDICATED IN THE MANUFACTURER'S CATALOG U.N.O. ALL FASTENERS IN CONTACT WITH TREATED LUMBER SHALL BE HOT-DIP GALVANIZED OR STAINLESS STEEL.

GLUED-LAMINATED BEAMS (GLU-LAM):

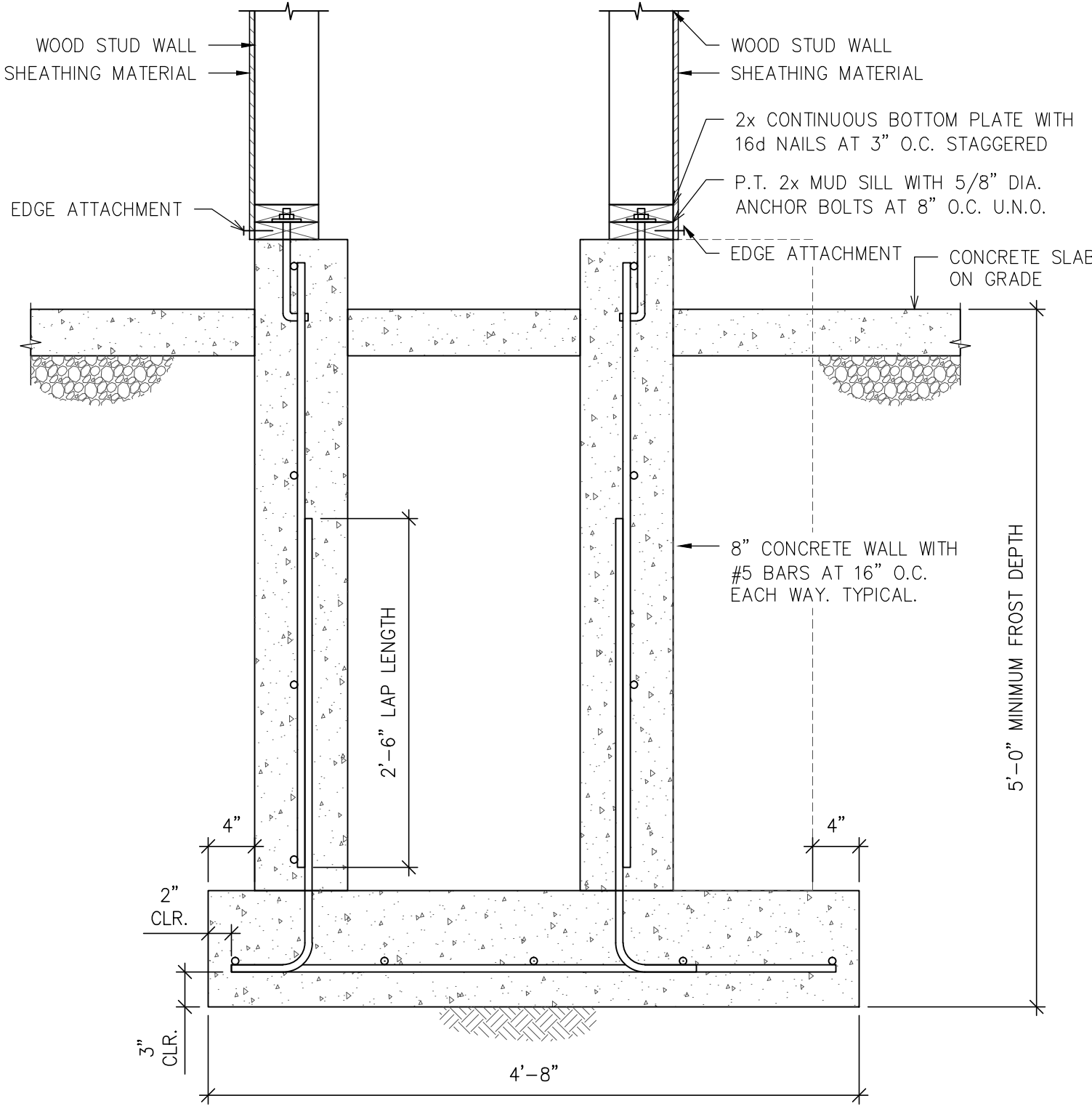
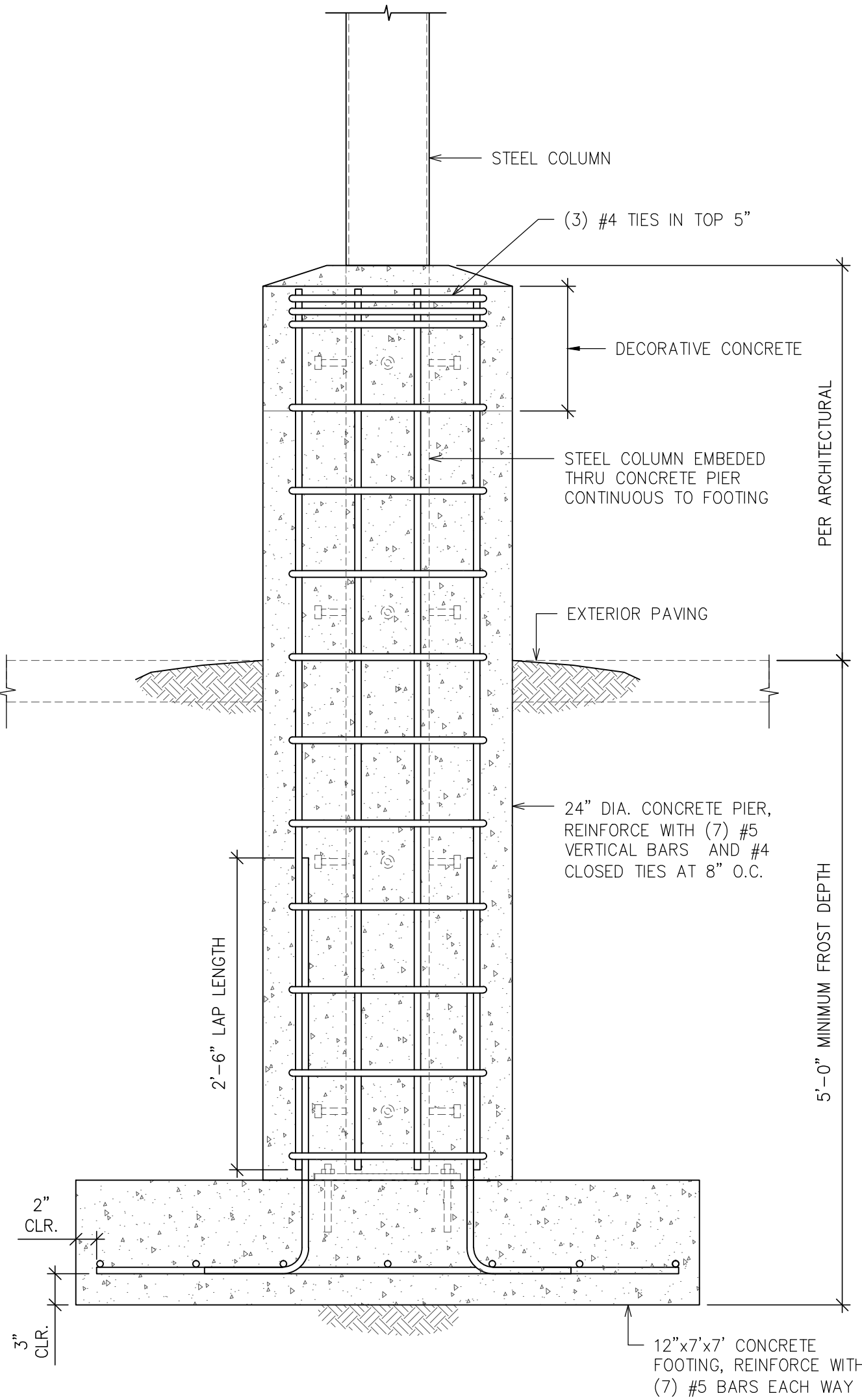
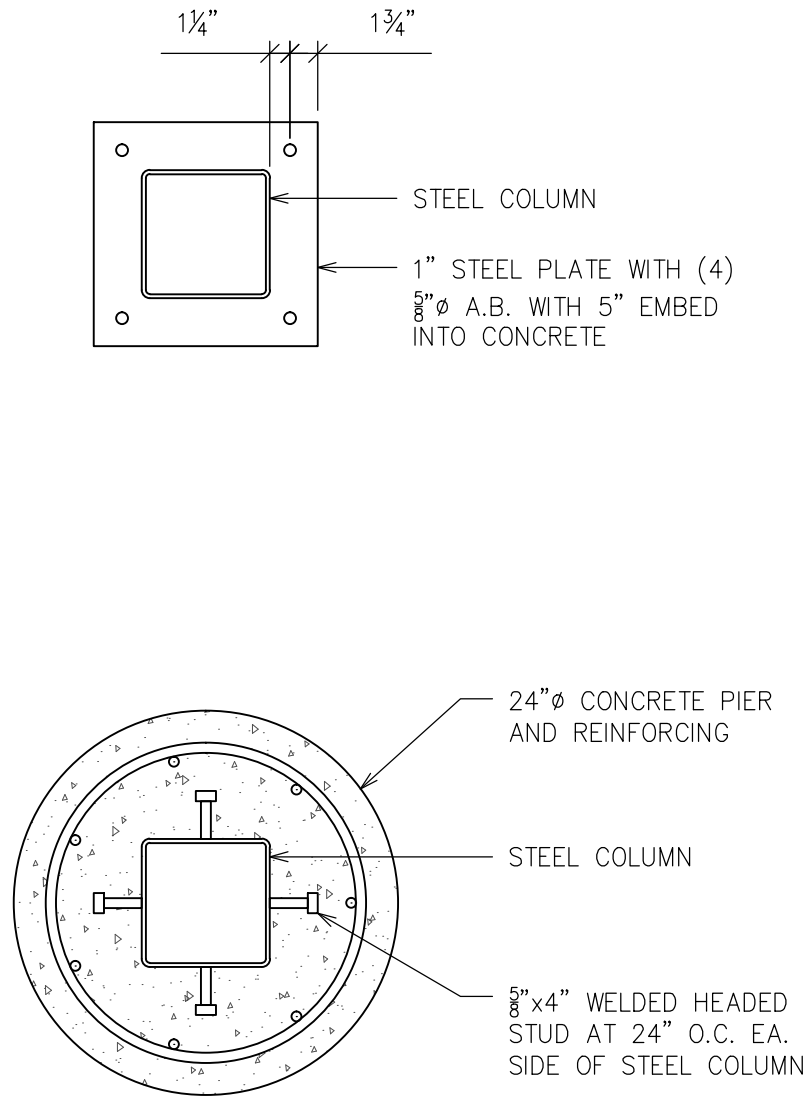
- GLUED-LAMINATED BEAMS SHALL BE DOUGLAS FIR LARCH WITH THE FOLLOWING MINIMUM PROPERTIES: Fb = 2,400 PSI, Fv = 190 PSI, Fc (PERPENDICULAR) = 650 PSI, E = 1,800,000 PSI (24F-V4). BEAMS CANTILEVERING OVER SUPPORTS SHALL HAVE THE SPECIFIED MINIMUM PROPERTIES TOP AND BOTTOM (24F-V8).
- CAMBER AS SHOWN ON DRAWINGS. IF NO CAMBER IS SPECIFIED, PROVIDE STANDARD CAMBER USING A RADIUS OF 3,500 FEET.
- ALL BEAMS SHALL BE FABRICATED USING WATERPROOF GLUE. FABRICATION AND HANDLING SHALL BE PER LATEST AITC AND WCLA STANDARDS. BEAMS SHALL BEAR GRADE STAMP AND AITC STAMP AND CERTIFICATE. APPEARANCE GRADE BEAMS SHALL BE USED IF INDICATED ON ARCHITECTURAL DRAWINGS.

PREFABRICATED WOOD TRUSSES:

- THE TRUSS MANUFACTURER SHALL BE RESPONSIBLE FOR THE COMPLETE DESIGN, FABRICATION AND ERECTION PROCEDURES OF ALL TRUSSES, BRIDGING AND/OR BLOCKING PANELS, HANGERS, BRACING, ETC. FOR A COMPLETE INSTALLATION OF THE TRUSS SYSTEM. TRUSS CONFIGURATIONS ARE INDICATED ON THE DRAWINGS. ALL BRACING AND BRIDGING SIZES AND SPACINGS BY TRUSS MANUFACTURER IN ACCORDANCE WITH THE LATEST RECOMMENDATIONS OF THE TRUSS PLATE INSTITUTE.
- TRUSSES SHALL BE DESIGNED AND FABRICATED IN ACCORDANCE WITH IBC CHAPTER 23 TO SUPPORT SELF WEIGHT PLUS LIVE LOAD, SUPERIMPOSED DEAD LOADS, AND LATERAL LOADS STATED IN THE GENERAL STRUCTURAL NOTES OR LOCATED ON PLANS. THE UNIFORM LOADS DO NOT INCLUDE SPECIAL OR ADDITIONAL LOADS NOTED ON THE PLANS OR DETAILS. THE ROOF LOAD DURATION FACTOR IS 1.15.
- LIMIT TOTAL LOAD DEFLECTIONS TO SPAN/240 AT SIMPLE SPANS U.N.O. LIMIT LIVE LOAD DEFLECTIONS TO SPAN/360 AT SIMPLE SPANS U.N.O. ALL TRUSSES SHALL BE CAMBERED FOR 1.5 TIMES THE DESIGN DEAD LOAD.
- ALL CONNECTORS SHALL HAVE CURRENT I.C.C. APPROVAL. ALL TRUSS TO TRUSS CONNECTORS SHALL BE DESIGNED BY THE TRUSS MANUFACTURER.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ERECTION DRAWINGS AND DESIGN CALCULATIONS SEALED BY A REGISTERED ENGINEER FOR REVIEW PRIOR TO MANUFACTURE. CALCULATIONS AND SHOP DRAWINGS SHALL SHOW ANY SPECIAL DETAILS REQUIRED AT BEARING POINTS.
- ALL FABRICATION SHALL BE PERFORMED ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION.

WOOD DECKING:

- DECKING SHALL COMPLY WITH THE WESTERN WOOD PRODUCTS ASSOCIATION OR THE WEST COAST LUMBER BUREAU. SEE ARCHITECTURAL DRAWINGS FOR SPECIES AND GRADE. MAXIMUM MOISTURE CONTENT OF 19%.
- NOMINAL 2x6 DECKING. TONGUE AND GROOVE TYPE. MINIMUM Fb = 1,600 PSI, MINIMUM E = 1,300,000 PSI. INSTALL WITH TONGUES UP SLOPE ON PITCHED ROOFS, AND OUTWARD IN THE DIRECTION OF LAYING ON FLAT ROOFS. NAIL EACH PLANK WITH 16d TOENAIL (THRU THE TONGUE) AND 16d FACE NAIL AT EACH SUPPORT. DECK SHALL BE INSTALLED AS SIMPLE SPAN WITH ALL PLANKS BEARING ON TWO SUPPORTS (LAY UP DECKING IN CONTROLLED RANDOM LAY UP AS DEFINED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION).



102 S1.0 WOOD STUD WALL AT CONCRETE STEM WALL SCALE: NOT TO SCALE

101 S1.0 CONCRETE COLUMN AT CONCRETE PIER SCALE: NOT TO SCALE



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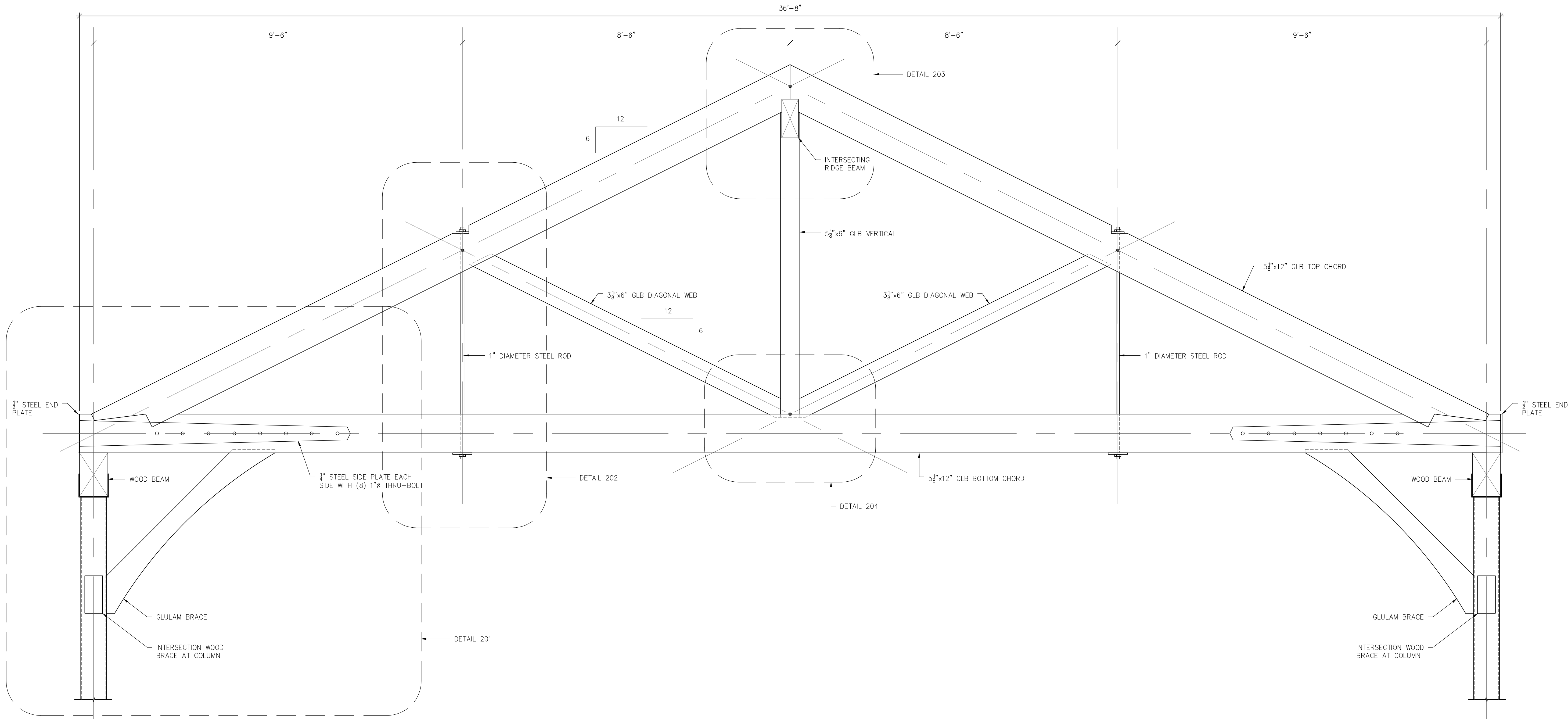
Meyring Park - Event Pavilion
Valdez, Alaska

DATE:
7-01-19

SUBMITTALS:
PERMIT DRAWINGS

DRAWING:
GENERAL NOTES
AND FOUNDATION
DETAILS

S1.0



A TRUSS A PROFILE
S1.1 SCALE: NOT TO SCALE



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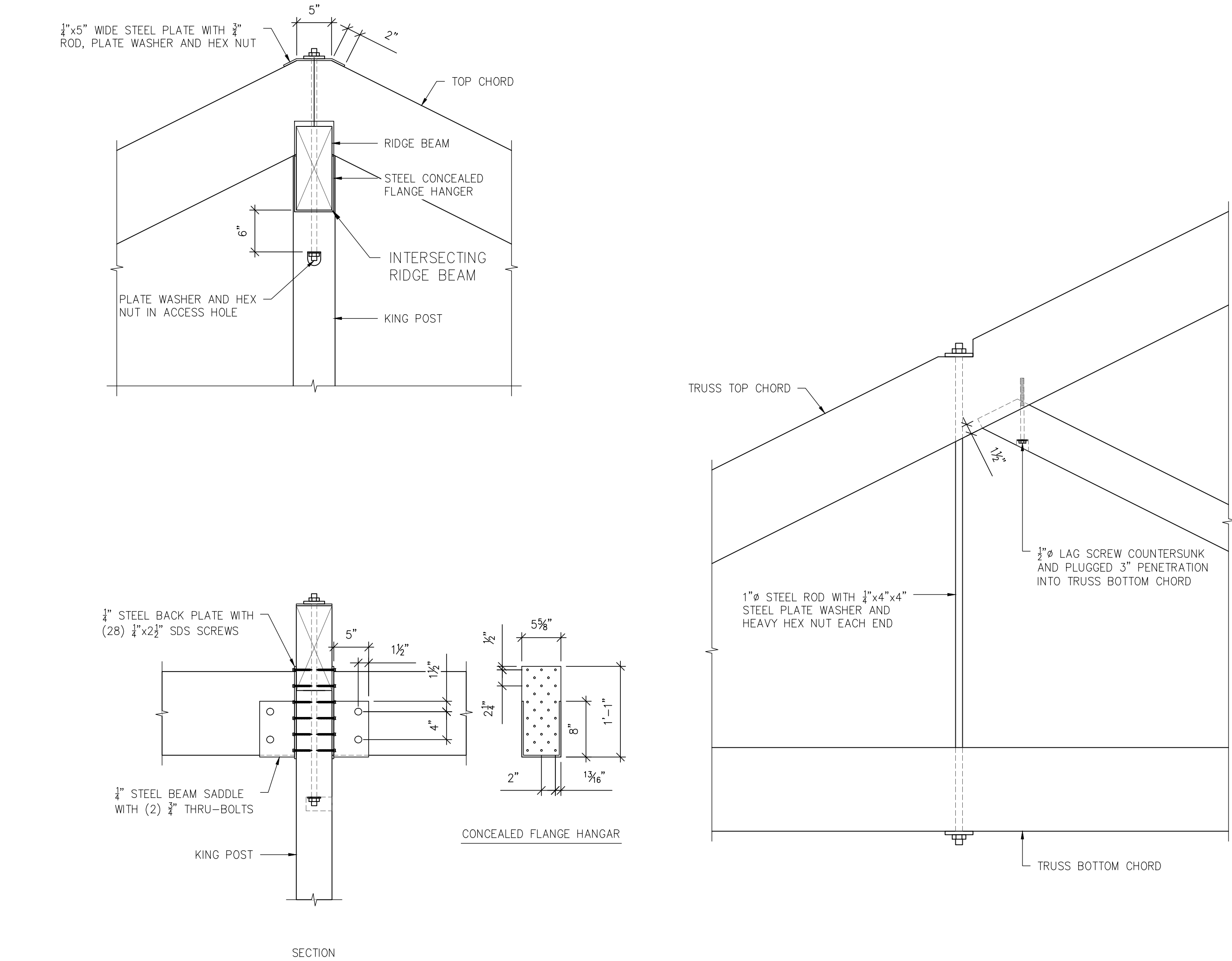
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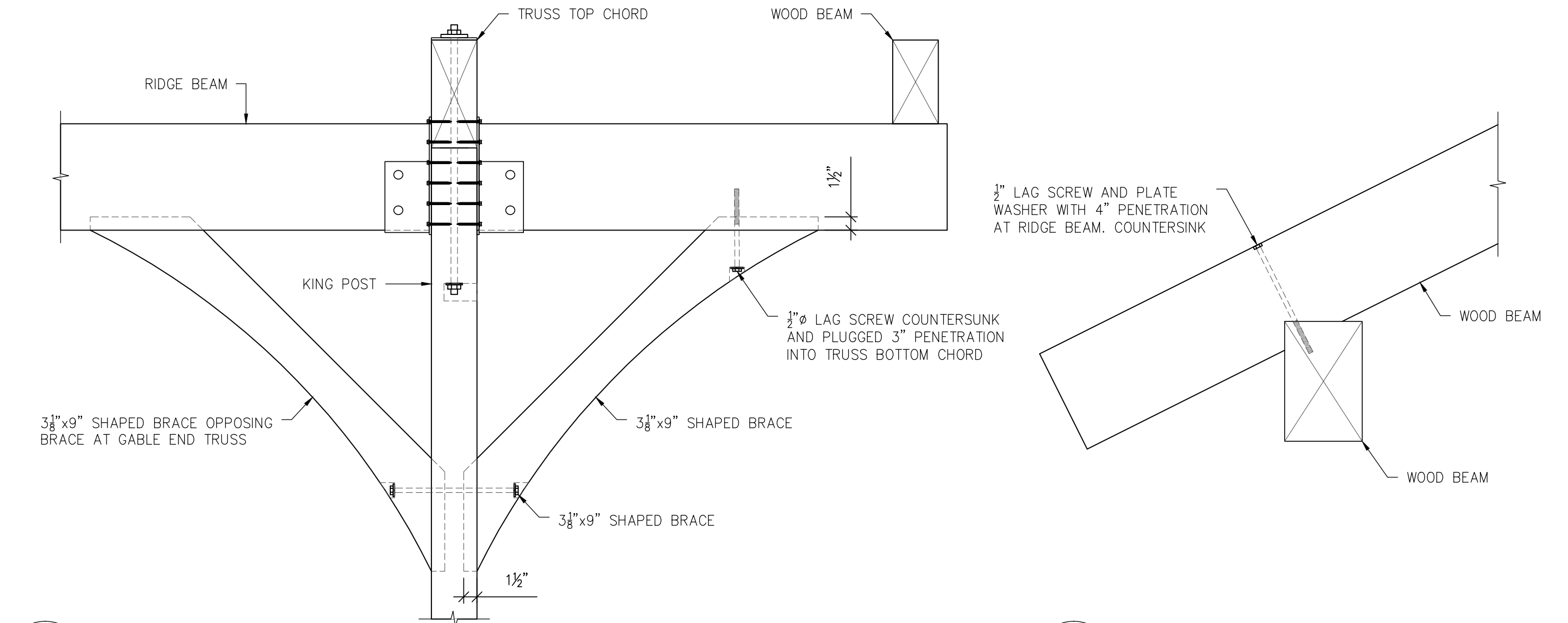
SUBMITTALS:
PERMIT DRAWINGS

DRAWING:
TRUSS PROFILE

S1.1

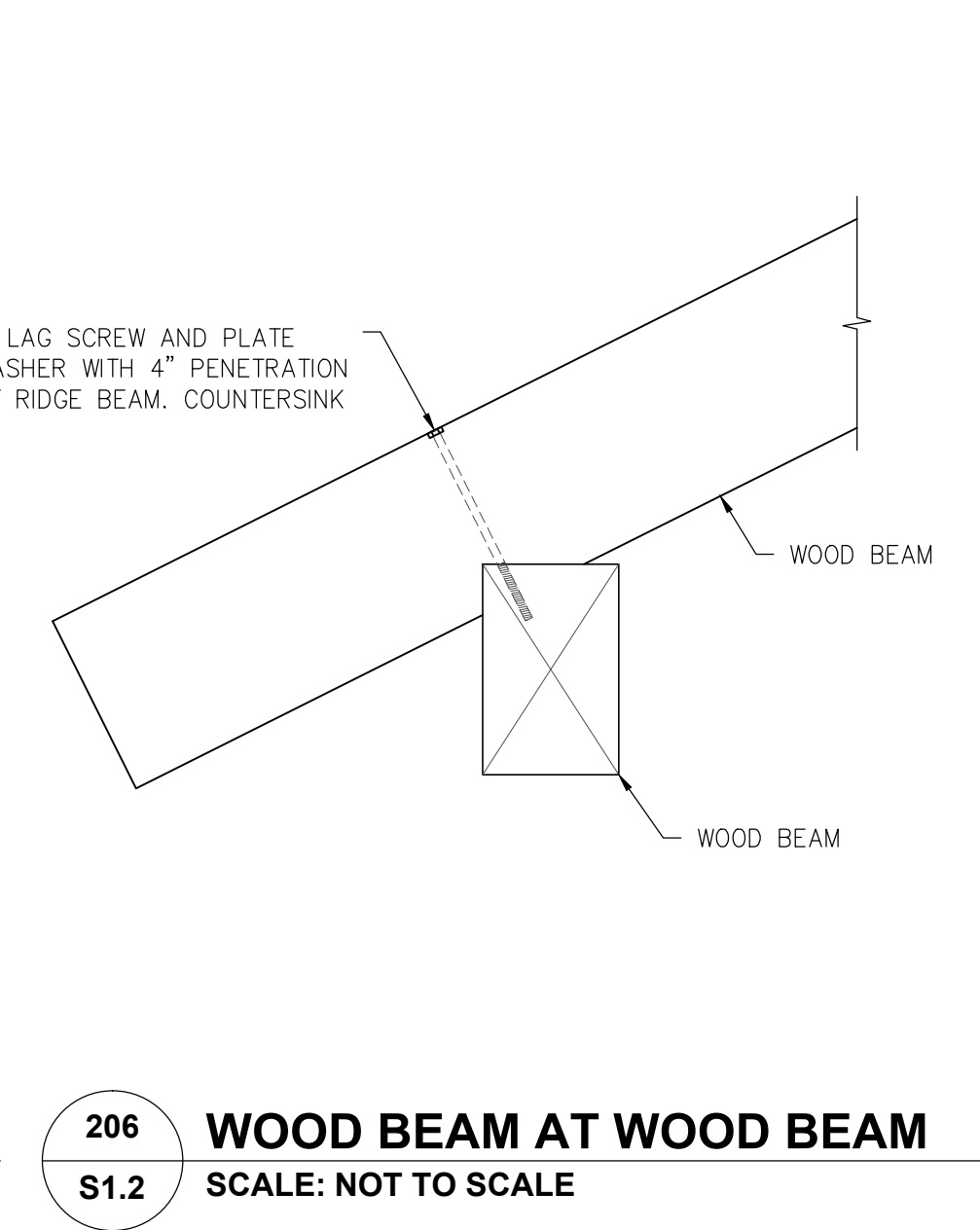


203
S1.2 **RIDGE BEAM TO TRUSS AND TRUSS RIDGE CONNECTION**
SCALE: NOT TO SCALE

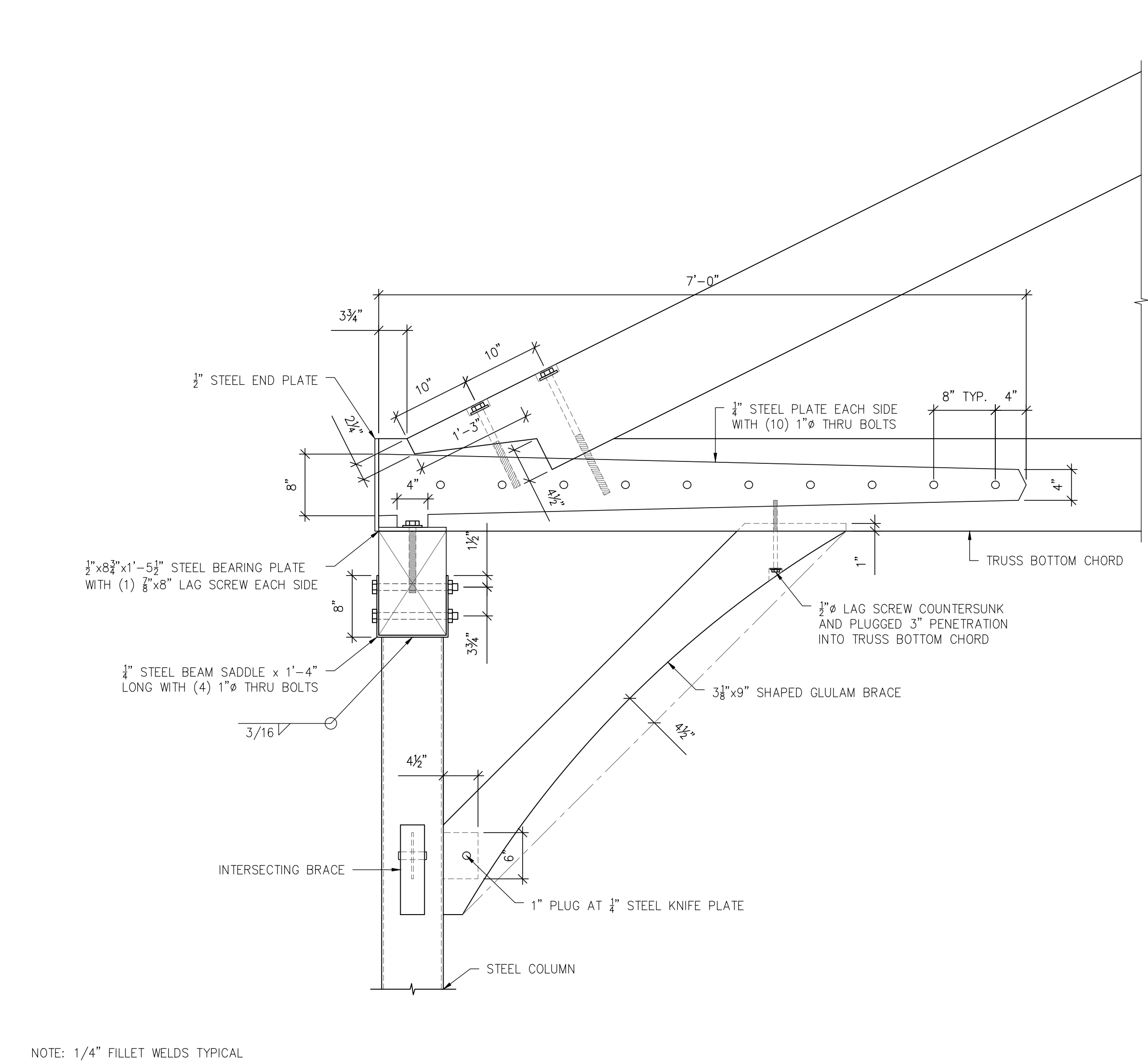


207
S1.2 **RIDGE BEAM BRACE AT GABLE END**
SCALE: NOT TO SCALE

202
S1.2 **TRUSS WEB CONNECTIONS**
SCALE: NOT TO SCALE

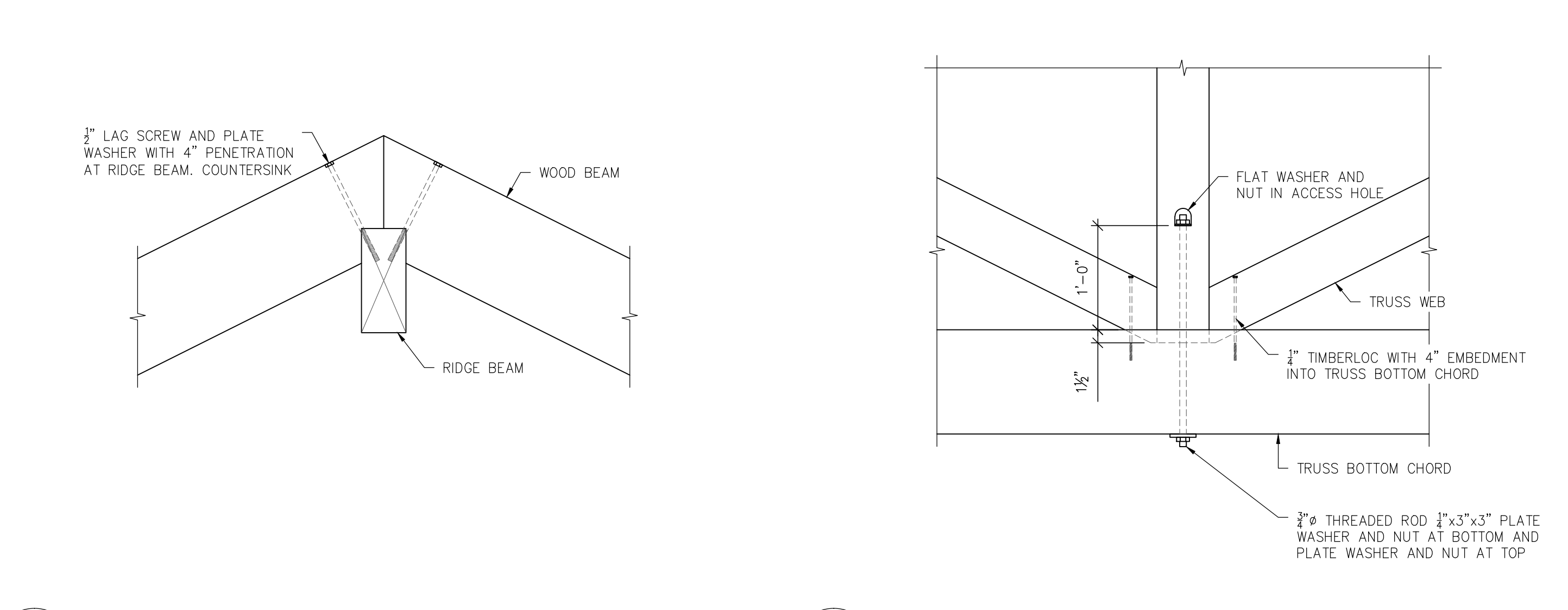


206
S1.2 **WOOD BEAM AT WOOD BEAM**
SCALE: NOT TO SCALE



NOTE: 1/4" FILLET WELDS TYPICAL

201
S1.2 **TRUSS END CONNECTION AND ATTACHMENT AT STEEL COLUMN**
SCALE: NOT TO SCALE



205
S1.2 **WOOD BEAM AT WOOD BEAM**
SCALE: NOT TO SCALE

204
S1.2 **TRUSS WEB AND KING POST CONNECTION**
SCALE: NOT TO SCALE



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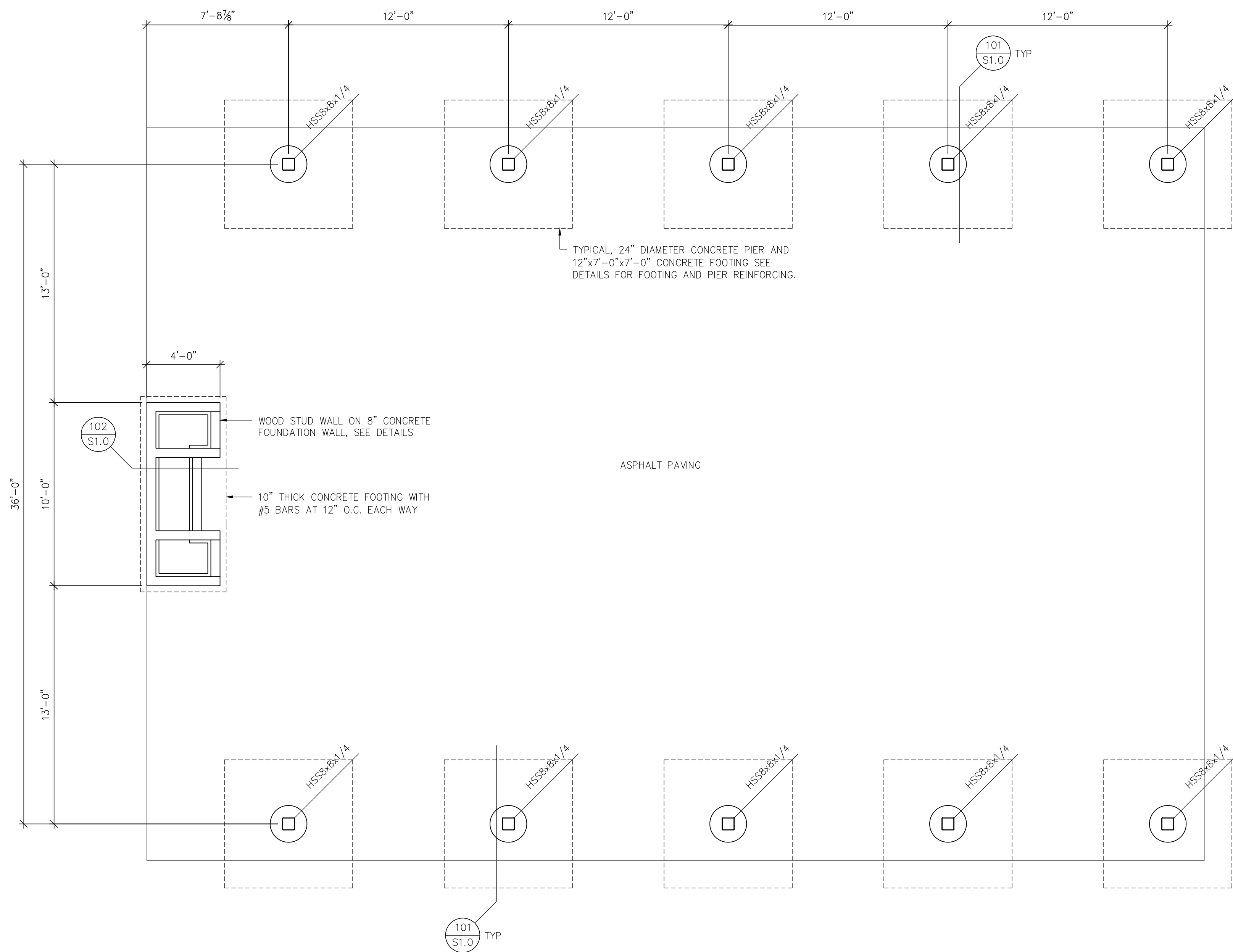
Meyring Park - Event Pavilion
Valdez, Alaska

DATE:
7-01-19

SUBMITTALS:
PERMIT DRAWINGS

DRAWING:
ROOF FRAMING
DETAILS

S1.2



1 FOUNDATION PLAN
S2.0 SCALE: 1/4" = 1'-0"(22x34) -- 1/8" = 1'-0"(11x17)



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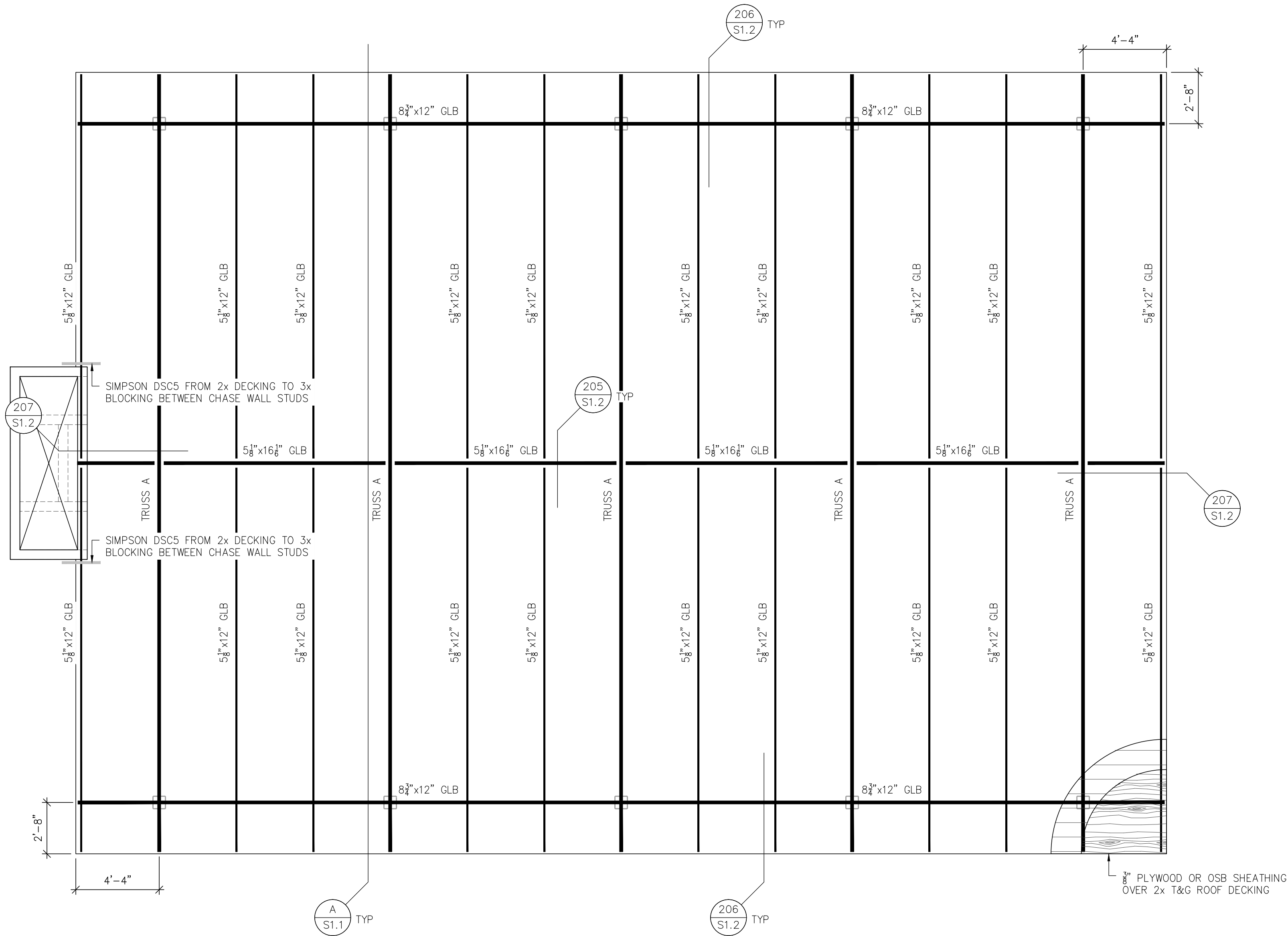
Meyring Park - Event Pavilion
Valdez, Alaska

DATE:
7-01-19

SUBMITTALS:
PERMIT DRAWINGS

DRAWING:
FOUNDATION PLAN

S2.0



1
S2.1 **ROOF FRAMING PLAN**
SCALE: 1/4" = 1'-0"(22x34) -- 1/8" = 1'-0"(11x17)

Meyring Park - Event Pavilion Valdez, Alaska	Arete LLC
	1017 N Street Anchorage, Alaska 99501 907.441.5772 arete.seth@gmail.com
	DATE: 7-01-19
	SUBMITTALS: PERMIT DRAWINGS
DRAWING: ROOF FRAMING PLAN	
S2.1	

Park Shelter Structural Repairs – N. Meyring

Project Manual

Project No: 18-350-1804

Rohde Architects
11925 Old Glenn Hwy. Suite 201
Eagle River, AK 99577
(907)696-2960

July 1, 2019

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CONCRETE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Section includes cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes for slabs-on-grade.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
 - 2. The standard battery of ACI testing will be required, and failure to meet the required specs will result in rejection of the concrete and demo/ replacement at the contractor's cost.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Concrete
 - 1. Basis of Design: Quickrete Gray High Strength Concrete Mix
 - 2. Or approved equal
- B. 6 mil WWM Vapor Barrier (match adjacent)
- C. Wire Mesh

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout project.
 - 1. Portland Cement: ASTM C 150
- B. Silica Fume: ASTM C 1240, amorphous silica;
- C. Normal-Weight Aggregates: ASTM C 33
 - 1. Maximum Course-Aggregate size: 1 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Water: ASTM C 94/C 94M and potable.

2.3 CONCRETE MIXTURES: GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Footings and Slabs: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum compressive strength: 3000 psi
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45
 - 3. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery.

2.4 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M

PART 3 – EXECUTION

3.1 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 2. Use epoxy-boding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

3.2 CONCRETE TESTING

- A. Concrete sampling and testing: to be performed per the CVSS (Section 30.01, Article 1.8) and ACI 301-16.
- B. Any materials found not to meet the minimum standards in the spec will be required to be removed and replaced at the contractor's expense.

3.3 CONCRETE PLACEMENT

- A. **Do not add water to concrete during delivery, at the project site, during placement, or during curing. These practices are strictly prohibited.** Except as permitted by ACI 301.
- B. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Screed slab surfaces with a straight edge and strike off to correct elevations.
 - 2. Slope surfaces uniformly to drains where required.
 - 3. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleed water appears on the surface. Do not further disturb slab surface before starting finishing operations.

3.4 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces./ Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to slabs to provide a rough surface.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before Application.

3.5 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete work.

3.6 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

END OF SECTION

STONE VENEER

PART 1 GENERAL

1.1 SECTION INCLUDES

- 1.A. Stone cladding, siding and veneer of fire place and chimney walls as indicated.

1.2 RELATED SECTIONS

- 2.A. None

1.3 REFERENCES

- 3.A. ASTM C91 - Standard Specification for Masonry Cement.
- 3.B. ASTM C144 – Standard Specification for Aggregate Masonry Mortar.
- 3.C. ASTM C150 - Standard Specification for Portland Cement.
- 3.D. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- 3.E. ASTM C270 - 08a Standard Specification for Mortar for Unit Masonry.
- 3.F. ASTM C847 - Standard Specification for Metal Lath.
- 3.G. ASTM C979 - 05 Standard Specification for Pigments for Integrally Colored Concrete.
- 3.H. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- 3.I. ACI-530.1-95/ ASCE 6-95/TMS 602-95 -The Specification for Masonry Structures.
- 3.J. ANSI A118.4 Latex Portland Cement Mortar

1.4 SUBMITTALS

- 4.A. Submit under provisions of Section 01 33 00 Submittal Procedures.
- 4.B. Product Data:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

4.C. Selection Samples: Submit mortar color samples.

4.D. Verification Samples: Submit 2 manufacturer's full-size samples of natural veneer stone for each pattern specified.

1.5 QUALITY ASSURANCE

5.A. Stone Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

6.A. Store stone on pallets or wooden crates. Pallet shall be shrink-wrapped.

1.7 PROJECT CONDITIONS

7.A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install natural stone veneer under environmental conditions outside manufacturer's limits.

7.B. Hot and Cold Weather Requirements: ACI 530.1/ASCE 6/TMS 602.

7.C. Air Temperature: 40 degrees F or above during installation.

7.D. Mortar Mixing Water: Heat mortar mixing water when air temperature falls below 50 degrees F.

PART 2 PRODUCTS

2.1 MANUFACTURERS

1.A. Basis of Design Manufacturer: STONEYARD® located at:

265 Foster Street; Littleton, MA 01460;
Tel: 978-742-9800; Fax: 978-742-9898;
Email: sales@stoneyard.com;

Web: www.stoneyard.com

1.B. Substitutions: On architect and City of Valdez Project Manager's approval.

1.C. Requests for substitutions will be considered in accordance with provisions of Section 01 25 00.

2.2 NATURAL VENEER STONE

2.A. Physical Characteristics: Boston Blend.

2.A.1. Fieldstone: Collected stone from farms and fields in Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont, and Maine.

2.A.2. Color and Veining Range: Earth tones of brown, tan, gray, buff, pink, yellow, white, and black.

2.A.3. Density: 153.0 pcf.

2.A.4. Bulk Specific Gravity: 2.46.

2.A.5. Water Absorption: 0.54 percent.

2.A.6. Modulus of Rupture Perpendicular: 1,854 psi.

2.A.7. Modulus of Rupture Parallel: 2,692 psi.

2.A.8. Compressive Strength Perpendicular: 19,958 psi.

2.A.9. Compressive Strength Parallel: 17,307 psi.

2.B. Sizes and Shapes:

2.B.1. Natural Stone Veneer. Broad range of colors including brown, tan, gray, buff, pink, yellow, white and black.

2.B.2. Natural aged and split faces. Commonly used as an architectural stone siding for interior and exterior veneer applications.

2.B.3. Adhered Thin Veneer - 1.0 inch thick (plus or minus 0.25 inches). Lightweight (less than 14 lbs per square foot), natural stone, does not require a supporting masonry shelf. Used for interior or exterior applications such as siding, fireplaces, chimneys, water features and fireplaces:

2.B.3.j. Greenwich Gray LedgeStone Thin Veneer:

2.B.3.j.1) 100 percent split face

2.B.3.j.2) Thickness: 1.0 inch (plus or minus 0.25 inch)

2.B.3.j.3) Heights: 1 to 4 inch

2.B.3.j.4) Lengths: 4 to 12 inch

2.B.3.j.5) Facing area: 0.05 to 0.50 sf

2.B.3.j.6) Pre-cut corners present full size stone shape in a thin veneer

2.3 ACCESSORIES

3.A. Expanded Metal Lath Paper Backed: ASTM C847; galvanized, self-furring mesh minimum 2.5 lb, backed with paper.

3.B. Expanded Metal Lath: ASTM C847, galvanized, self-furring, minimum 2.5 lb or 18 gauge.

3.C. Lath Anchorage: Tie wire, nails, screws and other metal supports, galvanized, of type and size to suit application and to rigidly secure materials in place.

3.D. Setting buttons or shims: Lead or plastic.

3.E. Concrete Bonding Agent: Water-based polyvinyl acetate type or concrete adhesive emulsion formulated for use as an admixture.

3.F. Joint Sealants and Joint Fillers: As specified in Section 07 90 00.

2.4 ADHERED MASONRY VENEER INSTALLATION MATERIALS AND ACCESSORIES

4.A. Air and Water Barrier Membrane: [LATICRETE® Air & Water Barrier](#) ** to be thin, cold applied, single component liquid and load bearing. Waterproofing Membrane to be non-toxic, non-flammable, and non-hazardous during storage, mixing, application and when cured:

- 4.A.1. Air Barrier Test (AC 212): Pass
- 4.A.2. Air Permeance (ASTM E2178): Pass
- 4.A.3. Elongation @ break (ASTM D751): 20-30%
- 4.A.4. 7 day Tensile Strength (ANSI A118.10): >265 psi (1.8 MPa)
- 4.A.5. 7 day Shear Bond Strength (ANSI A118.10): >200 psi (1.4 MPa)
- 4.A.6. 28 Day Shear Bond Strength (ANSI A118.4): >214 psi (1.48 – 2.4 MPa)
- 4.A.7. Service Rating (TCA/ASTM C627): Extra Heavy
- 4.A.8. Total VOC Content: < 0.05 mg/m³

4.B. Epoxy Waterproofing Flashing Mortar: [LATAPOXY® Waterproof Flashing Mortar](#) to be 3 component epoxy, trowel applied specifically designed for use under adhered masonry veneer:

- 4.B.1. Breaking Strength (ANSI A118.10): 450-530 psi (3.1-3.6 MPa)
- 4.B.2. Waterproofness (ANSI A118.10): No Water penetration
- 4.B.3. 7 day Shear Bond Strength (ANSI A118.10): 110-150 psi (0.8-1 MPa)
- 4.B.4. 28 Day Shear Bond Strength (ANSI A118.10): 90-120 psi (0.6–0.83 MPa)
- 4.B.5. 12 Week Shear Bond Strength (ANSI A118.10): 110-130 psi (0.8-0.9 MPa)
- 4.B.6. Total VOC Content: <3.4 g/L

4.C. Cementitious backer board units: size, thickness and installation as specified by cement backer board manufacturer, complying with ANSI A118.9. ***SPECIFIER Design Option***

4.D. Latex-Portland Cement Mortar for leveling beds and scratch/plaster coats:
[LATICRETE MVIS Premium Mortar](#) Bed to meet the following physical requirements:

- 4.D.1. Compressive Strength (ANSI A118.4 Modified): >4000 psi (27.6 MPa)
- 4.D.2. Water Absorption (ANSI A118.6): ≤ 5%
- 4.D.3. Service Rating (TCA/ASTM C627): Extra Heavy
- 4.D.4. Smoke & Flame Contribution (ASTM E84 Modified): 0
- 4.D.5. Total VOC Content: < 0.05 mg/m³

4.E. Latex Portland Cement Mortar: [MVIS Hi Bond Veneer Mortar](#) ** to be weather, frost, shock resistant, non-flammable and meet the following physical requirements:

- 4.E.1. Compressive strength (ANSI A118.4): >2500 psi (17.2 MPa)
- 4.E.2. Bond strength (ANSI A118.4): >450 psi (3.1 MPa)
- 4.E.3. Smoke & Flame Contribution (ASTM E84 Modified): 0
- 4.E.4. Total VOC Content: < 0.05 mg/m³

4.F. Latex Portland Cement Pointing Mortar / Grout: [MVIS Pointing Mortar](#) ** to be weather, frost and shock resistant, as well as meet the following physical requirements:

- 4.F.1. Compressive Strength (ASTM C91): 3500 psi (24.1 MPa)
- 4.F.2. Smoke & Flame Contribution (ASTM E84 Modified): 0
- 4.F.3. Total VOC Content: < 0.00 mg/m³

4.G. Expansion and Control Joint Sealant: [MVIS Silicone Sealant](#) to be a one component, neutral cure, exterior grade silicone sealant and meet the following requirements:

- 4.G.1. Tensile Strength (ASTM C794): 280 psi (1.9 MPa)
- 4.G.2. Hardness (ASTM D751; Shore A): 25 (colored sealant) /15 (clear sealant)
- 4.G.3. Weather Resistance (QUV Weather-ometer): 10000 hours (no change)

4.H. Spot Bonding Epoxy Adhesive: [LATAPOXY 310 Stone Adhesive](#) ([Standard](#) or [Rapid Grade](#)) for installing adhered masonry veneer, brick and stone over vertical and

overhead surfaces shall be high strength, high temperature resistant, non-sag and shall meet the following physical requirements:

- 4.H.1. Thermal Shock Resistance (ANSI A118.3): >1000 psi (6.9 MPa)
- 4.H.2. Water Absorption (ANSI A118.3): 0.1 %
- 4.H.3. Compressive Strength (ANSI A118.3): >8300 psi (57.2 MPa)
- 4.H.4. Shear Bond Strength (ANSI A118.3 Modified): >730 psi (5 MPa)

PART 3 EXECUTION

3.1 EXAMINATION

- 1.A. Do not begin installation until backing structure is plumb, bearing surfaces are level and substrates are clean and properly prepared.
- 1.B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

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

3.3 INSTALLATION OF ADHERED MASONRY THIN VENEER - MORTARED OR DRY STACK JOINTS

3.A. **General:** Install in accordance with current versions of American National Standards Institute, Inc. (ANSI) "**A108 American National Standard Specifications for Installation of Ceramic Tile**" and TCNA "**Handbook for Ceramic Tile Installation.**" Cut and fit adhered masonry veneer neatly around corners, fittings, and obstructions. Perimeter pieces to be minimum half unit of stone. Maintain masonry courses to uniform dimensions. Form vertical and horizontal joints of uniform thickness. Install divider strips at junction of flooring and dissimilar materials.

3.B. **Lath & Plaster Method:** Install cleavage membrane / water resistive barrier complying with current revision of ANSI A108.02 (3.8 Membrane or cleavage membrane). Install metal lath complying with the current revision of ANSI A108.01 (3.3 Requirements for lathing and portland cement plastering), ANSI A108.02 (3.6 Metal lath) and A108.1A (1.0 – 1.2, 1.4, & 5.1). Apply latex-portland cement mortar as

scratch/leveling coat over wire lath, concrete or masonry in compliance with current revision of ANSI A108.01 (3.3.5.1) and A108.1A (1.4). Float surface of scratch/leveling coat plumb, true and allow mortar to set until firm. For installation of adhered masonry veneer follow Direct Adhere Method (§ 3.3 D).

Use the following LATICRETE System Materials:

LATICRETE® MVIS Premium Mortar Bed

3.C. Direct Adhere Method to Install Masonry Veneer: Install latex portland cement mortar in compliance with current revisions of ANSI A108.02 (3.11), A108.1B and ANSI A108.5. Use the appropriate trowel notch size to ensure proper bedding of the adhered masonry veneer, selected so that 100% coverage of the back surface of the Thin Adhered Veneer is achieved. Work the latex portland cement mortar into good contact with the substrate and comb with notched side of trowel. Spread only as much latex portland cement mortar as can be covered while the mortar surface is still wet and tacky. When installing large format (>8" x 8"/200mm x 200mm) units, spread latex portland cement mortar onto the back of (i.e. 'back-butter') each piece/unit in addition to troweling latex portland cement mortar over the substrate. Beat each piece/unit into the latex portland cement mortar with a beating block or rubber mallet to insure 100% full bedding and flatness. Allow installation to set until firm. Clean excess latex portland cement mortar from adhered masonry veneer face and joints between pieces.

3.C.A. Pattern Bond:

3.C.A.1. Layout work in advance and distribute color range of stone uniformly over total work area.

3.C.A.2. Lay stone with face exposed.

3.C.A.3. Take care to avoid concentration of any one color to any one wall surface.

3.C.A.4. Maintain uniform joints, as stone allows.

3.C.A.5. Do not use stacked vertical joints.

Use the following LATICRETE System Materials:

LATICRETE® MVIS Hi-Bond Veneer Mortar

3.D. Expansion and Control Joints: Provide control or expansion joints as located in contract drawings and in full conformity, especially in width and depth, with architectural details.

3.D.1. Substrate joints must carry through, full width, to surface of adhered masonry veneer.

3.D.2. Install expansion joints in adhered masonry veneer work over construction/cold joints or control joints in substrates.

3.D.3. Install expansion joints where adhered masonry veneer abut restraining surfaces (such as perimeter walls, curbs, columns), changes in plane and corners.

3.D.4. Joint width and spacing depends on application and should be determined by the project design team.

3.D.5. Joint width: $\geq \frac{1}{8}"$ (3mm) and $\leq 1"$ (25mm).

3.D.6. Joint width: depth ~2:1 but joint depth must be $\geq \frac{1}{8}"$ (3mm) and $\leq \frac{1}{2}"$ (12mm).

3.D.7. Layout (field defined by joints): 1:1 length: width is optimum but must be $\leq 2:1$. Remove all contaminants and foreign material from joint spaces/surfaces, such as dirt, dust, oil, water, frost, setting/pointing materials, sealers and old sealant/backer. Use LATICRETE Latasil™ 9118 Primer for underwater and permanent wet area applications, or for porous stone (e.g. limestone, sandstone etc...) installations. Install appropriate backing material (e.g. closed cell backer rod) based on expansion joint design and as specified in § 07920. Apply masking tape to face of adhered masonry veneer, brick or stone veneer. Use caulking gun, or other applicator, to completely fill joints with sealant. Within 5-10 minutes of filling joint, 'tool' sealant surface to a smooth finish. Remove masking tape immediately after tooling joint. Wipe smears or excess sealant off the face of adhered masonry veneer or other absorptive surfaces immediately.

Use the following LATICRETE System Materials:

LATICRETE® MVIS Silicone Sealant

LATICRETE Latasil 9118 Primer

3.E. Adjusting: Correction of defective work for a period of one (1) year following substantial completion, return to job and correct all defective work. Defective work includes, without limitation, adhered masonry veneer units stones broken in normal abuse due to deficiencies in setting bed, loose grout/pointing mortar, and all other defects which may develop as a result of poor workmanship.

3.E.A. Control and Expansion Joints:

3.E.A.1. Keep joints open and free of debris.

3.E.A.2. Coordinate control joints as specified in Section 07 90 00 for sealant performance.

3.E.B. Sealant Recesses:

3.E.B.1. Provide open joints 3/4 inch deep and 1/4 inch wide, where masonry meets doors, windows, and other exterior openings.

3.E.B.2. Coordinate sealant joints as specified in Section 07 90 00 for sealant performance.

3.E.C. Cutting and Fitting:

3.E.C.1. Cut and fit thin veneer stone for chases, pipes, conduit, sleeves, grounds, and other penetrations and adjacent materials.

3.E.C.2. Coordinate with other work to provide correct size, shape, and location.

3.E.D. During progress of the work, cover top of unfinished stone masonry work for protection from weather.

3.4 INSTALLATION BUILDING VENEER

4.A. Install building veneer stone and mortar in accordance with manufacturer's instructions and ACI 530.1/ASCE 6/TMS 602.

4.B. Maintain masonry courses to uniform dimensions. Form vertical and horizontal joints of uniform thickness.

3.5 CLEANING

- 5.A. Keep face of stone free of mortar as work progresses.
- 5.B. If residual mortar is on face of stone, allow to dry partially and brush mortar off surface and sponge off residue.
- 5.C. When work is completed and mortar has set for 2 to 3 days, clean surface from top to bottom using mild masonry detergent acceptable to natural stone manufacturer.
- 5.D. Do not use harsh cleaning materials or methods that could damage stone.
- 5.E. Do not use metal brushes or acids for cleaning.

3.6 PROTECTION

- 6.A. Protect installed natural stone veneer to ensure that, except for normal weathering, stone will be without damage or deterioration at time of Substantial Completion.
- 6.B. Touch-up, repair, or replace damaged stone before Substantial Completion.

END OF SECTION

SHOP APPLIED COATING FOR METAL

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: 1. Shop-applied coatings for architectural metals.

B. Related Sections: 1. Division 01 Section "Sustainable Design Requirements".

1. Division 05 Section "Structural Metal".

1.2 REFERENCES

A. American Architectural Manufacturers Association (AAMA):

1. AAMA 621 - Voluntary Specification for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates. PPG Industries, Inc.

2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels

3. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions.

4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions.

B. ASTM International (ASTM):

1. ASTM B 117 - Practice for Operating Salt Spray (Fog) Apparatus.

2. ASTM G 85 annex 5 – Modified Salt Spray Cyclic Fog Test

3. ASTM D 7901 - Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Nonconductive Coatings Applied to a Nonferrous Metal Base.

4. ASTM D 1654 - Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.

5. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally PPG Industries, Inc.

C. Qualifications: For shop-applied coatings Applicator.

D. Maintenance data.

E. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: Coating manufacturer's [approved] [certified] Applicator who is equipped, trained and approved for application of coatings required for this Project, and is approved to provide warranty specified in this Section.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, unload, and store shop-coated items so that they remain free of damage or deformation. Package and protect items during shipping and handling. Protect stored items from water; stack to facilitate drainage. Keep shop-coated items out of contact with materials that may adversely affect the coating.

B. Protect shop-coated items with protective covering until installed.

1.7 COORDINATION

A. Coordinate submittal and selection procedures for items to receive shop-applied coatings. Where items are indicated to match coatings selected for other items, adjust formulations as required to achieve match. Submit samples for verification indicating compliance with matching requirements.

1.8 WARRANTY

A. Coating Warranty: Coating Applicator's warranty in which Applicator agrees to repair finish or replace coated items that demonstrate deterioration of shop-applied finishes within warranty period indicated.

1. Exposed Coating: Deterioration includes but is not limited to:

a. Color fading in excess of 5 Delta E Hunter units per ASTM D 2244.

b. Peeling, checking, or cracking of coating adhesion to metal.

c. Chalking in excess of a No. 8 per ASTM D 4214, when tested per Method D 659.

d. Corrosion of substrate in excess of a No. 6 on cut edges and a No. 8 on field surfaces, when measured per ASTM D 1654.

2. Warranty Period: [25] years from date of Substantial Completion. PPG Industries, Inc.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Provide shop-applied coatings manufactured by PPG Industries, Inc., Pittsburgh, PA, (888) 774-4332, Email: ideascapes@ppg.com; Website: www.ppgideascapes.com [or deductive alternate #1: arc metalysis].

2.2 APPROVED COATING APPLICATORS

A. Acceptable Applicators: Provide shop-applied coatings applied by one of the following [manufacturer-approved] [manufacturer-certified] applicators:

1. Precision Powder Coating
2. Advanced Powder Coating
3. Superior Coatings Co.

2.3 HIGH-PERFORMANCE ORGANIC FINISH MATERIALS - EXTRUSIONS

A. Liquid Fluoropolymer Aluminum Extrusion Coatings, AAMA 2605: Minimum 70 percent PVDF resin, by weight, in color coat [and clear topcoat].

1. Product: PPG Industries, Inc., [Duranar] [Duranar Sunstorm] [Duranar XL].
2. Pencil Hardness, ASTM D 3363: F, minimum.
3. Salt Spray Resistance – ASTM G 85 – 2,000 hours
4. Humidity – ASTM D 2247 – 1,000 hours
5. Dry Film Thickness, ASTM D 1400: 0.20mil primer coat plus 1.0 mil color coat, 1.20 mil total, minimum thickness.

6. Dry Film Thickness, ASTM D 1400: 0.20 mil primer coat plus [1.0 mil barrier coat,] 1.0 mil color coat and 0.4 mil clear topcoat, [1.6 mil] [2.6 mil] total, minimum thickness.

B. Liquid Fluoropolymer Aluminum Extrusion Coatings, AAMA 2604: 50% PVDF resin, by weight, in color coat.

1. Product: PPG Industries, Inc., Acrynar

2. Pencil Hardness, ASTM D 3363: F, minimum.

3. Salt Spray Resistance – ASTM B117

4. Humidity

5. Dry Film Thickness, ASTM D 7901: 0.20 mil primer coat plus 1.0 mil color coat, 1.2 mil total, minimum thickness.

2.4 POWDER COATING MATERIALS - EXTRUSIONS

A. Powder Coatings, Fluoropolymer, meeting performance requirements of AAMA 2605:

1. Product: PPG Industries, Inc., Duranar Powder Coating.

2. Pencil Hardness, ASTM D 3363: F, minimum.

3. Salt Spray Resistance, ASTM G 85: 2,000 hours.

4. Humidity Resistance, ASTM D 2247: 4,000 hours.

5. Dry Film Thickness, ASTM D 7901: 0.20-0.30 mil primer coat plus 1.5 to 2.5 mil Duranar Powder Topcoat, 1.7 mil total, minimum thickness. PPG Industries, Inc.

B. Powder Coatings, Fluoropolymer, meeting performance requirements of AAMA 2605:

1. Product: PPG Industries, Inc., Coraflon Powder Coating.

2. Pencil Hardness, ASTM D 3363: F, minimum.

3. Salt Spray Resistance, ASTM G 85: 2,000 hours.

4. Humidity Resistance, ASTM D 2247: 4,000 hours.

5. Dry Film Thickness, ASTM D 7901: [2.0] mil, minimum thickness.

C. Powder Coatings, Polyester, meeting performance requirements of AAMA 2604.

1. Product: PPG Industries, Inc., Envirocron 04 Ultra-Durable Powder Coating.
2. Pencil Hardness, ASTM D 3363: H – 2H.
3. Salt Spray Resistance, ASTM B 117: 3,000 hours.
4. Humidity Resistance, ASTM D 2247: 3,000 hours.
5. Dry Film Thickness, ASTM D 7901: [2.0] mil, minimum thickness.

2.5 FINISHES

A. Pretreatment: Mechanically clean and chemically pretreat fabricated items in accordance with coating manufacturer's requirements and AAMA requirements for finish indicated.

B. Application: Apply primer and finish coats in accordance with coating manufacturer's requirements for finish indicated. PPG Industries, Inc.

2.6 SHOP-APPLIED COATINGS SCHEDULE

A. High-Performance Organic Finish for Steel Sheet Items: [2-coat] [3-coat] fluoropolymer finish: AAMA 621.

1. Coated Items: .
2. Color: [Match custom sample] [As selected from manufacturer's full range] [As designated or scheduled] .
3. Gloss: [Low, less than 20] [Medium, 20 - 79] [High, 80 and above] [As selected from manufacturer's full range] [As designated or scheduled].
4. Concealed/ Backer Finish: Pretreat substrate and apply coating applicator's standard acrylic, polyester or epoxy finish in accordance with manufacturers' requirements.

B. Powder-Coat Finish for [Steel Items Fabricated from Shapes and Plates]:

1. Coated Items: .

2. Color: [Match custom sample] [As selected from manufacturer's full range] [As designated or scheduled] .

3. Gloss: [Low, less than 20] [Medium, 20 - 79] [High, 80 and above] [As selected from manufacturer's full range] [As designated or scheduled].

4. Surface: [Smooth] [Rough texture, glossy surface] [Fine texture] [As selected from manufacturer's full range] [As designated or scheduled]. PPG Industries, Inc.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to individual specifications sections for installation requirements for items receiving shop applied coatings.

3.2 PROTECTION

A. Remove protective wrap from coated items at time of installation.

END OF SECTION

STRUCTURAL STEEL FOR BUILDINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide all materials, labor, equipment, service, scaffolding, etc., necessary and incidental to the completion of the roof covering the new concrete ADA egress ramp.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Products shall be protected from conditions that may cause any physical damage.
- B. Materials shall be stored on a flat plane and above ground.
- C. Any damaged materials shall be removed from the job site immediately.

1.3 QUALITY ASSURANCE

- A. Fabricator and erector shall maintain a program of quality assurance in conformance with Section 8, of the "Code of Standard Practice for Steel Buildings."

1.4 SUBMITTALS

- A. Certifications: Certifications shall be statements from the manufacturer certifying that the materials conform to the appropriate requirements as outlined in the contract documents.
- B. Descriptive Literature: Manufacturer's literature containing product and installation specifications and details.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All studs and accessories shall be of the type, size, gauge and spacing shown on or required by the plans and as called for below. Studs, runners (track), bracing, and bridging shall be manufactured per ASTM Specification C-645 for members up to and including 20 ga. Metal thickness (MSMA Designator IC) and ASTM C955 for gauges 18 and heavier (MSMA Designator XC).
- B. All studs and accessories galvanized with a minimum G-60 coating.
- C. All galvanized studs and accessories shall be formed from steel that conforms to the requirements of ASTM A-446, as set for in Section 1.2 of the AISI "Specification for the Design of Cold-Formed Steel Structural Members" (latest edition).
- D. All section properties shall be calculated in accordance with the AISI "Specification for the Design of Cold-Formed Steel Structural Members" (latest edition).

2.2 FASTENERS

- A. In general: USG brand screws or approved equal, size and type as recommended by manufacturer for conditions of installation indicated and as specified below. Conform to ASTM C1002.

PART 3 – EXECUTION

3.1 TOLERANCES FOR ROOF STRUCTURE

- A. The following criteria are mandatory. Any failure to complete the work accordingly will result in rejection and demand for proper replacement at the Contractor's expense.
- B. Spacing of studs shall not be more than +1/8" from the designed spacing providing that the cumulative error does not exceed the requirements of the finishing material.

3.2 GENERAL INSTALLATION

- A. Coordinate with work specified under sections covering cladding and finish, and verify that solid blocking is installed for backup for structural connections, etc. as required prior to installation of those materials.
- B. Cutting of steel framing members may be accomplished with a saw or sheer. Torch cutting of members not permitted.
- C. Holes that are field cut into steel framing members shall be within limitations of the product and its design.
- D. Temporary bracing shall be provided and left in place until work is permanently stabilized.

3.3 STUD INSTALLATION

- A. Install runner tracks at ceiling, structural walls, columns and where stud systems abut other work.
- B. Align track accurately at supporting structure.
- C. Anchorage of the tracks to the structure shall be with methods designed for the specific application of sheet steel to that surface. Size, penetration, type and spacing shall be determined by Contractor's design, in accordance with noted criteria.
- D. Space studs, 16" o.c. unless shown or dictated differently by calculations.
- E. Care shall be taken to allow for additional studs at intersections, corners, doors, and as called for.
- F. Wall stud bridging shall be attached in a manner to prevent stud rotation. Bridging rows shall be spaced according to the following schedule, or as required by design calculations. Walls up to 10'-0" height: bridging rows spaced not to exceed 5'-0" o.c.
- G. Install headers in all openings in the walls that are larger than the stud spacing in the wall.

- H. Install not less than two jamb studs to provide support at each end of the header. These studs shall be securely connected to the header and must seat squarely in the lower track of the wall and be properly attached to it.
- I. Jack studs or cripple shall be installed below sills and above heads of openings and elsewhere to furnish support, and shall be securely attached to supporting members, and shall be designed to carry all imposed loads.
- J. Studs shall be plumbed, aligned and securely attached to the flanges or webs of both upper and lower racks.
- K. Connections shall be accomplished with self-drilling screws or welding so that the connection meets or exceeds the design loads required at the connection.
- L. Welds shall conform to the requirements of AWS D1.1, AWS D1.3, and AISI Manual Section 4.2. Welds may be butt, fillet, spots, or groove type, the appropriateness of which shall be determined by, and within the design calculations.
- M. Steel drill screws shall be of the minimum diameter indicated by the design of that particular attachment detail. Penetration through joined materials shall not be less than 3 exposed threads.

3.4 MISCELLANEOUS INSTALLATION

- A. Install supplementary framing, runners, furring, blocking, and bracing at openings and terminations in the work. And at locations required to support fixtures, equipment, services, heavy trim, finishing, and similar work which cannot be adequately supported directly on finish materials.

END OF SECTION

FINISH CARPENTRY**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK**

- A. Section includes all miscellaneous exposed wood members commonly known as Finish Carpentry or Millwork. Unless such items are specifically specified under another section of these specifications, provide as called for on drawings and specified in this section.
- B. Casework items are defined as completely finished, job site or shop built cabinet units built0-in or requiring only installation, including necessary field trimming, scribing, and fastening.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Millwork and finished wood trim shall be stored inside a dry protected area, off the floor and heated as required to protect from moisture and dampness.
- B. Receive and store doors and frames, provide protective moisture resistant covering. Doors shall be stacked horizontally on flat surface raised above the floor.
- C. Receive and provide locked storage for finished hardware items furnished under Division 8 as well as miscellaneous hardware items furnished under this section.

1.3 QUALITY ASSURANCE

- A. Employ only experienced tradesmen in the fabrication and installation of millwork.
- B. Comply with Architectural Woodward Quality Standards Guide Specifications and Quality Certification Program.

1.4 JOB CONDITIONS

- A. Do not expose or install woodwork until plaster, masonry, and other wet work, grinding, and similar operations which could damage, soil, or deteriorate woodwork have been completed in installation areas.
- B. Before proceeding with woodwork required to be fitted to other construction, obtain measurements and verify dimensions with shop drawing details as required for accurate fit.
- C. Protect installed woodwork from damage by other trades until acceptance of the work.

1.5 SUBMITTALS

- A. Submit shop drawings for all work under this section showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components and hardware.
- B. Submit samples to be reviewed for appearance and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Submit the following samples:

1. Solid wood: submit finished samples, ¾" x 12" for each species and finish
 2. Plywood or veneer: submit finished samples 12" square for each species, cut, and finish.
 3. Plastic laminate: 12" square for each type and surface finish.
 4. Exposed hardware: one unit of each type and finish.
- C. Color samples to be submitted from Manufacturer's standard colors.

PART 2 – PRODUCTS

2.1 GENERAL

- A. In addition to requirements shown and specified, comply with applicable provisions for grading and workmanship of AWI Quality Standard, Custom Grade.
- B. Provide lumbar surfaced 4 sides (S4S) and worked to patterns as shown or specified.
- C. All materials kiln-dry, with maximum moisture content 12 percent.

2.2 SPECIFICS

- A. Hardwood, solid stock, trim, and banding: Red oak, custom grade in accordance with AWI standards to dimensions and profiles detailed.
- B. Locks:
 - a. Interchangeable cylinder type, keyed into Owner's master keying system, pin tumbler cam lock, 1E7E4 by Best or 720 series by Olympus or equivalent.
 - b. Lockable casework shall include all cabinets designated on Construction Documents.
- C. Caulking: A non-drying sealant similar and equal to "Tremco" Acoustical Sealant.

PART 3 – EXECUTION

3.1 COORDINATION

- A. Coordinate work with that of other trades affected by this installation. Give particular attention to timely furnishing of embedded support and attachment times, and to providing wood grounds, nailers, and blocking so as not to delay job progress.
- B. Supervise and arrange with painter for sealing, priming or back painting of all wood trim, etc.
- C. All wood concealed from view shall be sealed or back painted prior to installation.
- D. Do not prime or paint wood items to be stained.

3.2 FINISH HARDWARE

- A. Install all hardware specified in Section 08 71 00, Door Hardware. In case of conflict in location, obtain Owner's Representative's decision. Adjust movable parts to operate perfectly at time of final acceptance.
- B. Note that special care shall be taken in installing screws for hinges in all 20minute and non-rated doors to prevent accidental pull-out, i.e., minimal size pilot drilling.

3.3 INSTALLATION OF TRIM, ETC.

- A. Trim shall be installed straight, plumb, level and with closely fitted joints. Exposed surfaces shall be machine standard at the mill. Molded work shall be coped at returns and interior angles and mitered at external corners. Intersections of flatwork shall be shouldered to ease any inherent changes in plane. Blind nailing shall be used to the extent practicable, and face nailing shall be set and stopped with a non-staining putty to match the finish applied. Screws shall be used for attachment to metal; setting and stopping of screws shall be of the same equality as required where nails are used.
- B. Kerf back of trim material 2 inches or more in nominal width.
- C. Band all exposed plywood edges with softwood/hardwood to match plywood.

END OF SECTION

METAL ROOF PANELS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 7 Specification sections, apply to work of this section

1.2 DESCRIPTION OF WORK

- A. The extent of each type of preformed metal roofing is indicated on the drawings and by provisions of this section. Preformed metal roofing is hereby defined to include panels which are structurally capable of spanning between supports for loads described in this section.
- B. The types of panels required include the following:
 - 1. Roofing: Formed sheet panels, intended for lapped-seam installation with concealed fasteners and no through panel penetrations.

1.3 QUALITY ASSURANCE

- A. Field Measurements: Where possible, prior to fabrication of prefabricated panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units where final dimensions cannot be established prior to fabrication.
- B. Metal Roofing Manufacturer: Company currently manufacturing metal roofing panels with five years manufacturing experience. Obtain primary products of

each type required from a single manufacturer, to the greatest extent possible. Provide secondary materials only as recommended by manufacturer or primary materials.

- C. Roofing Contractor: Company specializing in installation of concealed fastener metal roofing systems approved by metal roofing manufacturer with documented experience in applications of similar systems and at least one application of 200 squares and total applications of similar applications of at least 1,000 squares.
- D. Roofing Contractor: Installer shall have installed at least one successful roof (of any type) in Southcentral Alaska and shall be a currently approved applicator by the metal roofing manufacturer.
- E. Single Installer Responsibility: A single installer ("Roofer") shall perform the work of this Section, including related sealant and sheet metal work.
- F. The roofing system shall be in compliance with applicable portions of the following documents:
 - 1. Underwriter's Laboratories, Inc. (UL): Class A Fire Hazard Classification.
 - 2. FM Approval Guide (1987); FM I-90; Class 1.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product specifications, standard details, certified product test results, installation instructions and general recommendations, as applicable to materials and finishes for each component and for the total system of preformed panels.

- B. Samples: Submit two samples 12 inch square, of each exposed finish materials, entire range of manufacturer's shades of brown, for the Owner's Representative selection.
- C. Shop Drawings: Submit small-scale layouts of panels and concealed support clips on roof and large-scale details of edge conditions, joints, corners, custom profiles, supports, anchorages, trim, flashings, closures and special details. Distinguish between factory and field assembly work.
- D. Submit calculations showing compliance with 2.5 B.1.
- E. Submit warranties specified in Paragraph 1.9.

1.5 COORDINATION

- A. It is the responsibility of every subcontractor to cooperate with the contractor and other subcontractors to prepare coordinated drawings in areas of congestion and to apprise themselves of the requirements of other trades that affect their work.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General:
 - 1. Follow manufacturer's recommendations and instructions.
 - 2. Deliver materials to job site in original unopened containers.
 - 3. Store moisture sensitive items in a dry, well ventilated, weather-tight place.
 - 4. Do not leave unprotected materials on roof overnight or when roofing work is not in progress.

- B. Roof Loading: Do not store materials on roof decks, nor position roofing installation equipment on roof decks in concentrations exceeding:
 - 1. Design live load (40 pounds per square foot) for long-term duration.
 - 2. 2.40 lbs. per sq. ft. for short term duration.
- C. Observe manufacturer's recommendation regarding ambient temperature of stored materials.
- D. Protect metal roofing panels and flashing materials from mechanical damage.

1.7 PRE-ROOFING CONFERENCE

- A. Prior to Work at the site, meet with roofer (including foreman), General Contractor's superintendent, and project manager. The purpose of this conference is to discuss the roofing.
- B. This conference shall occur at least seven days prior to work. Contractor shall advise project manager 72 hours in advance of the meeting.
- C. A pre-roofing Conference will also occur prior to application of the metal roofing. The purpose being to review the substrate.

1.8 WEATHER CONDITIONS

- A. Proceed with roofing system installation only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's requirements and recommendations.

1.9 WARRANTIES

A. Provide metal roofing manufacturer's warranty for the metal roofing system:

The paint on the Products will not, for a period of twenty (20) years after installation:

Peel, check or crack;

Fade or change color in excess of five (5) DE (Hunter) units as measured using the procedure of ASTM D-2244-85:

Chalk in excess of the rating of eight (8) as measured using the procedure of ASTM D-4214-89:

The metal substrate will not, for a period of twenty (20) years after shipment:

Leak as a result of corrosion when exposed to normal atmospheric conditions.

B. Membrane manufacturer's warranty shall include coverage of materials and installation resulting from failure of the roofing system to remain in place on the roof up to and including a maximum wind speed of one hundred (100) mph., penetration of moisture.

C. Submit two (2) year Roofing Contractor's Warranty signed by the Contractor warranting all other components of the roofing system and agreeing to restore to a new condition, without delay and at no additional cost to the Owner, any damage to the building, including the interior finish, resulting from roof leaking or failure of any component part of the roof.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturer: Subject to compliance with requirements, provide preformed metal roofing products by the following:

1. Steel (22ga) or Aluminum (.040" thickness) roofing: IMSA Building Products, "Zip-Rib", 12" wide panels, or

2.2 SHEET MATERIALS

- A. Steel for Painting/Coating: Hot-dip zinc coated steel sheet, ASTM A 446, Grade C except where higher strength required of performance, coating to be Aluminized Steel - "Galvalume" or "Zincalume", surface treated for maximum coating performance.

2.3 METAL FINISHES

- A. General: Apply coatings either before or after forming and fabricating panels, as required by coating process and as required for maximum coating performance capability. Protect coating promptly after application and cure, by application of strippable film or removable adhesive cover, and retain until installation has been completed. Provide colors or color matches as indicated or, if not otherwise indicated, as selected by Owner's Representative from manufacturer's standard brown color range.
- B. Duratech 5000 coating consisting of a baked-on acrylic primer (0.2 mil) and a baked-on polyvinylidene finish coat in a dry film thickness of 0.8 mil totaling 1.0 mil. dry film thickness, or equal.
 - 1. Durability: Provide coating which has been field tested under normal range of weathering conditions for minimum of 20 years without significant peel, blister, flake, chip, crack or check in finish, and without chalking in excess of eight (ASTM D-4214-89), and facing shall not exceed the following:
Vertical Application - Five NBS units (20 years); Horizontal Application - Six NBS units (10 years), Seven NBS units (20 years).

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturers standard noncorrosive types.

- B. Accessories: Except as indicated as work of another specification section, provide components required for a complete roofing system, including trim, copings, fascias, corner units, ridge closures, clips, flashings, sealants gaskets, fillers, closure strips and similar items. Match materials/finishes of preformed panels

2.5 PANEL FABRICATION, PERFORMANCES:

- A. General: Fabricate and finish panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, and as required to fulfill indicated performance requirements, which have been demonstrated by factory testing. Comply with indicated profiles and dimensional requirements and with structural requirements.
 - 1. Metal Gages: Thicknesses required for structural performances, but not less than manufacturer's recommended minimums for profiles and applications indicated, and not less than 22 gage steel or .040" aluminum.
- B. Required Performances: Fabricate panels and other components of roof/wall system for the following installed-as-indicated performances.
 - 1. Wall loading: 20 lbs. per sq. ft. inward; 15 lbs. per sq. ft. outward.
- C. Water Penetration: No significant, uncontrolled leakage at 4 lbs. per sq. ft. pressure with spray test.
- D. Air Infiltration: 0.02 cfm per sq. ft. for gross roof/wall areas, with 4 lbs. per sq. ft. differential pressure.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with panel fabricator's and material manufacturer's instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal/structural movement. Install panels with concealed fasteners.
- B. Joint Sealers: Install gaskets, joint fillers and sealants where indicated and where required for weatherproof performance of panel systems. Provide types of gaskets and sealants/fillers indicated or, if not otherwise indicated, types recommended by panel manufacturer. See Section 7900.
- C. Clip Screws: Secure to decking as per manufacturer's recommendations. Provide 18ga metal plates secured to metal deck where clips will fall over metal deck flute openings.

3.2 CLEANING AND PROTECTION

- A. Damaged Units: Replace panels and other components of the work which have been damaged or have deteriorated beyond successful repair by means of finish touch-up or similar minor repair procedures.
- B. Cleaning: Remove temporary protective coverings and strippable films (as each panel is installed). Upon completion of the panel installation, clean finished surfaces as recommended by the panel manufacturer and maintain in a clean condition during construction.

END OF SECTION

SEALANTS**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK****A. Section includes:**

1. Providing all materials, labor, equipment, service, scaffolding, and the like necessary and incidental to the completion of all Sealants as shown on the drawings and as specified herein.
2. Work includes sealing of joints as required to seal the perimeters of openings in walls, penetrations in walls, expansion and control joints, and as required to weatherproof the building or structure.
3. Work includes interior building sealing of joints, penetrations (other than fire stopping), and openings, including acoustical and sanitary sealing, as indicated and required.
4. Joint fillers and sealants for concrete slabs and paving are specified in other Sections.
5. Expansion control assemblies and covers for major expansion and seismic joints are as shown on drawings.

1.2 DEFINITIONS

- A. Sealant terms specified herein comply with the definitions of ASTM C717.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job in manufacturer's original unopened containers. Include the following information on the label of the containers: manufacturer, name of material, formula or specification number, lot number, color, date of manufacturer, mixing instructions, shelf life and curing time when applicable at the standard conditions for laboratory tests.
- B. Do not use any sealants or components outdated as indicated by shelf life.
- C. Carefully handle and store materials to prevent inclusion of foreign materials or exposure to temperatures exceeding 90 degrees F.
- D. Handle and store sealant tape in a manner that will not deform the tape.

1.4 QUALITY ASSURANCE

- A. Establish and maintain control of the work covered under this section to insure compliance with the Contract requirements in compliance with ASTM C790, C919, and C962 including but not limited to the items below:
1. Only specified sealants are installed.
 2. Surfaces are prepared as specified to receive respective sealant.

3. Proper type sealant used in each location.

1.5 ENVIRONMENTAL REQUIREMENTS

1. Interior
 - a. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
 - b. Protect sealants until cured.
2. Exterior
 - a. All installation must be in compliance with the manufacturer's recommendations, including any restrictions on inclement weather or other environmental conditions.
 - b. Do not precede with the installation of sealants under extreme temperature conditions which may cause joint openings to be near either maximum or minimum width, nor when such extreme temperatures or high winds loads are forecast during period required for initial or nominal cure of elastomeric sealants.
 - c. Schedule installation and cure of elastomeric sealants during period of relatively low temperatures (but well within manufacture's recommended range) so that subsequent tensile stresses upon cured sealants will be minimized.

1.6 SUBMITTALS

- A. Manufacturer's descriptive data for material including backstop material, primer and sealer. Descriptive data for elastomeric sealants shall include shelf life and curing time.
- B. Submit certificates of compliance stating that the sealants conform to the specified requirements. Include laboratory test reports with certificates that show the sealants have been tested within the last 12 months.
- C. Samples: Submit three samples ½ inch by 3 inches in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures surface preparation, perimeter conditions, and anything requiring special attention.

PART 2 – PRODUCTS

2.1 SEALANTS

- A. Sealants shall be designed for adhesion to the surface to which they will be applied. They shall be non-staining, non-shrinking, and non-sagging, meeting the requirements specified herein.
- B. Type A:

1. Application: Joints between similar materials of width less than $\frac{3}{4}$ inch or joints between dissimilar materials.
 2. System: Silicone base, single component, solvent curing sealant.
 3. Requirements: Conforming to requirements of FS TT-S-1543, Class A; Shore A hardness of maximum 50; non-staining; color as selected.
 4. Basis of Design:
 - a. Dow Corning Corporation "No. 795 Silicone Building Sealant"
 - b. Or approved equal
- C. Type B:
1. Application: Joints less than $\frac{3}{4}$ inch in width with movements less than 10 percent.
 2. System: Acrylic base, single component, solvent curing sealant.
 3. Requirements: Conforming to requirements of FS TT-S-230, Type II, Class A; Shore A hardness of maximum 55; non-staining; non-bleeding; non-sagging; color as selected.
 4. Basis of Design:
 - a. Tremco "Mono"
 - b. Or approved equal
- D. Type C:
1. Application: Joints of any material less than 2 inches wide.
 2. System: Polyurethane base, multi-component, chemical curing sealant.
 3. Requirements: Conforming to requirements of FS TT-S-227, Class A; Shore A hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected. Self-leveling type for application in horizontal joints; non-sagging type for application in vertical joints.
 4. Basis of Design:
 - a. Tremco "Dymeric"
 - b. Or approved equal
- E. Type D:
1. Application: Joints less than $\frac{3}{4}$ inch wide.
 2. System: Polyurethane base, single component, chemical curing sealant.
 3. Requirements: Conforming to FS TT-S-230; Shore A hardness of minimum 15 and maximum 50; non-staining; non-bleeding; color as selected. Self-leveling type for application in horizontal joints; non-sagging type for application in vertical joints.
 4. Basis of Design:
 - a. Sika Corporation "Sikaflex – 1A"
 - b. Or approved equal

F. Type E:

1. Application: Narrow joints less than 3/8 inch where movement is expected.
2. System: one part butyl vulcanized sealant.
3. Requirements: conforming to FS TT-S-001657, Type I.
4. Basis of Design:
 - a. The Burke Company "Butyl Runner Caulk"
 - b. Or approved equal

2.2 SEALANT COLORS

- A. Colors of each type of sealant to be selected by the Architect from the manufacturer's standard range.

2.3 ACCESSORIES

- A. Primer: As recommended by the sealant manufacturer. Primer shall have been tested for durability with the sealant to be used and on samples of the surfaces to be sealed.
- B. Sealant Backing: An ASTM D1056 / D1565 resilient urethane or polyvinyl chloride foam, closed-cell polyethylene foam, closed-cell sponge of vinyl or rubber, polychloroprene tubes or beads, polyisobutylene extrusions, or oilless dry jute or rope yarn. Use nonabsorbent, non-staining backstop material that is compatible with the sealant used. Use polyisobutylene or polychloroprene rubber preformed support strips for expansion joint.
- C. Bond-Preventive Materials: Pressure-sensitive adhesive polyethylene tape, aluminum foil or wax paper. At the option of the Contractor, backstop material with bond breaking characteristics may be installed in place of bond-preventive materials specified.

PART 3 – EXECUTION**3.1 JOINT DESIGN / DIMENSIONS**

- A. Configure joints for anticipated movement of not more than 50 percent of joint width with temperature range of not less than 150 degrees F for metals and 100 degrees F for other materials, where so applicable.

3.2 EXAMINATION

- A. Examine all surfaces prior to application as noted below and notify the Architect of any conditions detrimental to proper application.
- B. The surfaces of joints to be sealed shall be dry. Remove oil, grease, dirt, chalk, particles of mortar, dust, loose rust, loose mill scale and other foreign substances from all joint surfaces to be sealed. Remove oil and grease with solvent and wipe surfaces down with clean cloths.

3.3 PREPARATION

- A. Remove all loose trim items, bead, molds, and the like.
- B. Clean joints and spaces to be sealed or caulked free of dirt, dust, mortar, oil, and other deleterious substances which may impair bond or adversely affect the sealing work. Where necessary, degrease with a solvent or commercial degreasing agent. Apply sealants only to dry surfaces. Clean out joints, full width and depth. Rake joints to proper depth, permitting use of sealant backing and sealant of indicated depth. Fill depth of joint in back of sealant with sealant backing as specified. Do not apply sealant without sealant backing material, unless indicated otherwise on Contract Drawings.
- C. Do not apply sealants to joint surfaces previously treated with sealer, curing compound, water repellent, or other coatings, unless a laboratory durability test of bond cohesion has been performed successfully demonstrating that bond will be durable or remove previous treatment by sandblasting or wire brushing. Test method shall comply with the procedures of the ASTM or Federal Specification applicable to the particular sealant.
- D. If recommended by the manufacturer, remove paint and other coatings from surfaces to be sealed prior to sealant application. Remove coatings on metallic surfaces with a solvent that leaves no residue.
- E. Where there is danger of staining finish materials abutting joint, cover faces of material to edge of groove with masking tape. Remove masking tape within 10 minutes after joint has been filled and tooled.

3.4 INSTALLATION – GENERAL

- A. Provide sealants in joints as indicated or specified. The joint design, shape, and spacing shall be as indicated. Mix in compliance with the instructions provided by the manufacturer of the sealants.
- B. Sealant shall bond the two opposing surfaces of the joint. Where contract Drawings differ with these requirements, Contract Drawings shall govern.
- C. Install bond-preventive materials for sealant on the bottom of the joint cavity and other surfaces indicated to prevent the sealant from adhering to the surfaces covered by the bond-preventive materials. Carefully apply the material to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond-preventive materials.
- D. Solidly place sealant backing material with diameter greater than joint width into joints receiving sealant. Properly align backing material to permit sealant to be of uniform thickness, positively stopped, and assuring that sealant presses firmly against joint edges for adequate bonding. Do not over compress or twist, if a closed cell backer rod is torn or punctured; replace same to avoid bubbling of rod under sealant.

- E. Tool sealants in joints flat or slightly concave using a blunt tool or roller. Caulk and inspect that joints in back of applied trim are permanently installed. Neatly point sealed and caulked joints on flush surface with beading tool, and internal corners with eaving tool. Cleanly remove any excess material.
- F. Use a primer on concrete masonry units, wood, or other porous surfaces in compliance with instructions furnished with the sealant. Apply primer to the joint surfaces to be sealed. Do not apply primer to surfaces adjacent to joints.

3.5 INTERIOR JOINTS

- A. Apply sealants at exposed joints at interior locations where there are voids between materials.
- B. Materials shall be in compliance with Article 2.1 herein and installed in compliance with ASTM C790. Gun-apply sealant with a nozzle of proper size to fit the width of joint.
- C. Color of sealant to be painted shall be natural or manufacturers standard.

3.6 EXTERIOR JOINTS

- A. Seal all exterior joints where sealant is called for, except horizontal traffic joints, with material in compliance with Article 2.1 herein and as follows:
 - 1. Gun-apply sealant with nozzle of proper size to fit the width of joint indicated and force into grooves with sufficient pressure to expel air and fill the groove solidly. Leave sealant uniformly smooth and free of wrinkles. Tool joints to be slightly concave after sealant is installed. When tooling white or light –color sealant, use a dry or water –wet tool.
 - 2. Color of sealant shall be as selected from manufacturer’s standard line of colors.

3.7 CLEANING

- A. Immediately following sealing operation, make all work neat without stains, Remove smears and excess material adjacent to the joints and remove masking tape. Remove from the job all empty cans, tubes and spoiled material.

3.8 PROTECTION OF FINISHED WORK

- A. Cure sealers in compliance with the manufacturer’s instructions to obtain maximum bond to surfaces, and cohesive strength and durability at earliest possible date.
- B. Provide for protection of sealers during remainder of construction period, so that they will be without deterioration or damage at time of Substantial Completion.

END OF SECTION