

ALASKA COURT SYSTEM (ACS)
Rabinowitz Courthouse 5th Floor Carpet Replacement
Project #FAI-C-17-0008

Issue ITB Date: November 13, 2017

Project Address: Rabinowitz Courthouse
101 Lacey Street
Fairbanks, Alaska

Submittal Address: Alaska Court System
Attn: Facilities Dept. – Dawn Molina
820 West 4th Avenue
Anchorage, AK 99501
Fax: 907-264-8296
Email: dmolina@akcourts.us

Response Due Date: December 4, 2017 @ 10:00 AM

Pre Bid Meeting and Site Inspection Date: **The pre bid meeting and site inspection for this project will be held November 27, 2017 at 10:00 AM. It is recommended but not mandatory. Meet in the public lobby of the Rabinowitz Courthouse, 101 Lacey Street, Fairbanks, AK.** All questions, concerns, or clarifications regarding the project must be emailed to Dawn Molina at dmolina@akcourts.us. Please keep in mind that an oral response to a question at the site inspection is not binding on the ACS. After the site inspection the ACS will distribute to all prospective bidders an addendum listing the questions asked and the court system's official responses. The cut-off date for contractor questions is 3 calendar days before the bid Date.

Questions: Dawn Molina, Leasing & Contracts Manager OR Jack Bailey, Contracting Officer
Office: 907-264-8284 Email: dmolina@akcourts.us, Office: 907-264-8283

Please submit on the form below a total cost quote for the Work as specified. Receipt of your Bid must be no later than the "Response Due Date" noted above.

To be considered, the submitted Bid must include the following information, properly completed and executed. Bid documents must be submitted to the location listed above, either mailed, hand delivered, scanned and e-mailed, or faxed to the number/address provided. Specify project name and response due date and time on quote. Bids not including all of the items noted below may be rejected:

- A. The Bid Schedule and acknowledgment of any addenda that may be issued. (Bids may be submitted on photocopied forms.) Bid Schedule must be fully completed, including bid amounts for Basic Bid, any Alternate Bids listed, and other required information. **Bid Form sheets include Pages 7, 8, and 9 of this ITB only**
- B. Valid Alaska Business License Number or photocopy of application for same under AS.08.18.
- C. Bid Security. See Section 00100, Paragraph 10, and Section 00410 for form of bid bond. Bid security must accompany a bid if the total bid, including base bid and alternates, exceeds \$100,000.

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Index of Attachments to this ITB:

Specifications:

- Section 00100 – Instruction to Bidders
- Section 00300 – Bid Schedule
- Section 00610 - Performance Bond
- Section 00620 – Payment Bond
- Section 00510 – Agreement Between Owner and Contractor
- Section 00700 – General Conditions
- Section 01010 – Summary of Work
- Section 01740.1 - Certificate of Substantial Completion form
- Section 01740.2 - Affidavit of Payment of Debts and Claims and Release of Liens Section
- Section 01740.3 - Warranty of Work form
- Certificate of Compliance
- Background Check Form
- Alaska Veteran's Preference Affidavit
- Section 09680 – Carpet
- Shaw Installation Instructions
- Photos of Work Areas
- Laborers' & Mechanics' Minimum Rates of Pay

Drawings/Sketches/PDF's:

- Floor Plans 1st Floor
- Floor Plans 5th Floor

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SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. **DEFINITIONS:** Wherever in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below. The titles and headings of the Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Bid is the response submitted by a Bidder.

Bidder is defined as the respondent to the ITB.

Contract Documents - The Contract form, Addenda, the bidding requirements and Contractor's Bid bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings Furnished by the Owner to the Contractor, together with all Change Orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Day is a calendar day. Unless noted otherwise.

Owner is the Alaska Court System, sometimes referred to as the "Court System" or "ACS".

Work - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

2. **PROCUREMENT GUIDELINES:** This procurement is issued under the ACS Procurement Guidelines, adopted by the administrative director of the ACS effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Anchorage Court System, Procurement Office, 820 4th Ave, Anchorage, Alaska 99501, telephone 907-264-8226. In case of conflict between this document and the ACS Procurement Guidelines, the ACS Procurement Guidelines shall prevail.
3. **AVAILABILITY OF CONTRACT DOCUMENTS:** Contract Documents are available in electronic format from Dawn Molina, Leasing & Contracts Manager at dmolina@akcourts.us or at 907-264-8284.
4. **INFORMATION AVAILABLE TO BIDDERS:** The following information is available for hard copy review in Anchorage at the Alaska Court System Facilities Office, 820 W. 4th Ave., Anchorage, AK. 99501. To schedule a review time in Anchorage, call Dawn Molina at 264-8284.
- A. Fairbanks Courthouse Record Drawings dated July 15, 1996
 - B. Shaw Installation Instructions – also attached to the end of Section 09680
 - C. InterFace Installation Instructions – also attached to the end of Section 09680
5. **AMENDMENT, EXTENSION, OR CANCELLATION:** The ACS may amend, extend, or cancel this ITB as provided in the Procurement Guidelines.
6. **COMPLETENESS OF CONTRACT DOCUMENTS:** The submission of a bid is a representation that the Bidder has examined the Contract Documents to make certain that all sheets and pages were provided, that

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the Bidder has examined the Property/Facility where the work will be performed, that the Bidder is knowledgeable as to the conditions to be encountered in performing the Work, and that the Bidder understands the work to be performed.

7. **TIMELINESS OF BID:** The cut-off date for bidder questions is 3 calendar days before the bid Date. It is the responsibility of the Bidder to ensure that the Bid and any Bid modifications are received by the Contracting Officer before the scheduled bid opening time. Late bids, including bids mis-delivered to other ACS divisions, shall not be accepted.
8. **RESPONSIVENESS OF BIDS:** Bids with minor informalities shall be considered responsive and accepted if the Contracting Officer determines that acceptance is in the best interest of the ACS. Minor informalities are matters of form rather than substance, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Unbalanced bids (bids that do not reasonably allocate prices among the various bid items) will be rejected as nonresponsive if the unbalance is detrimental to the ACS.
9. **REJECTION OF BIDS:** The ACS may reject any and all bids. A bid shall be rejected if it does not conform in all material respects to the requirements of the ITB or is otherwise determined to be non-responsive.
10. **DOCUMENTS REQUIRED FOR BID:** Bidders must submit the items described on the first page of this solicitation properly completed and executed no later than the Bid Response Due Date and Time. Bids not including all of the items listed on the first page of this solicitation may be rejected.

Bid Security. ACS requires a bid guaranty in the amount of 5% of the bid amount (including base bid and all alternate bids) if the bid amount exceeds \$100,000.

- A. Bids amounts that exceed \$100,000 shall be accompanied by bid security in the form of an acceptable bond issued by a surety company, certified check, cashier's check or money order made payable to the Alaska Court System (State of Alaska). The penal sum of the bond may be expressed as a dollar amount equal to 5% of the bid amount, or as "5% of the attached bid." The surety of a bid bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. This bid security shall be held until a firm contract is executed. If the successful bidder fails to enter into a contract, this bid security shall be forfeited to the Alaska Court System. Award may be made to the next lowest responsive and responsible bidder. After final award of bid, all bid security shall be returned to the unsuccessful bidders. By submission of bid security and signature on the bid schedule, the successful bidder acknowledges and agrees to the conditions of this Invitation to Bid. See Section 00410 for form of bid bond.
11. **RESPONSIBILITY REQUIREMENT:** A bid shall be awarded only to a responsible Bidder, who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which shall assure good faith performance. A Bidder shall be declared non-responsible and the bid shall be rejected when:
 - A. The Bidder is in arrears on taxes due the State;
 - B. The Bidder has failed to perform satisfactorily on a previous contract with ACS, other state agency or an entity providing similar services to a court building or is not in a position to perform this contract.

See ACS Procurement Guidelines Section 2-212 for responsibility criteria. A determination by the Contracting Officer that a Bidder is not responsible may be protested.
12. **BID OFFERS:**
 - A. Bids made in response to this ITB shall be good and firm for a period of 60 days from the date of bid opening.

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- B. All offers and acceptance resulting from this ITB are limited to the terms and conditions contained in this document and its attachments.
13. **BID CONSIDERATION BY ACS:** As soon as practicable after the Response Due Date and time specified above, the Alaska Court System will review all bids and evaluate them for award.
14. **BID AWARD:** The bid award shall be made to the lowest responsible and responsive Bidder whose Bid conforms in all material respects to the requirements and criteria set out in this Invitation to Bid. The sum of the Total Basic Bid plus any Alternates Awarded governs for purpose of determining low Bidder. Award will be made subject to availability of funds. The Alaska Court System reserves the right to award some, none, or all of Base Bids and/or Alternates in any order in the best interest of the Alaska Court System. Bid amounts for alternates not awarded with this contract shall be held for 60 days from date of contract and may be awarded within that time as a fixed price change order.
- A. Notice of Intent to Award will be issued to the lowest responsible and responsive Bidder generally within 2 working days after Bid Opening, and shall be transmitted to all bidders. Notice of Intent to Award shall also be made subject to availability of funds and its issuance may be delayed or canceled as determined by the Contracting Officer in accordance with ACS Procurement Guidelines.
- B. Within 3 working days of Notice of Award the Contractor shall provide proof of insurance per General Conditions Section 00700.5.A of this ITB, and a list of subcontractors the Bidder proposes to use in the performance of the contract in compliance with this Section.
- D. Notice of Award will be issued to the Bidder identified in the Notice of Intent to Award generally within 15 working days after issuance of Notice of Intent to Award and after Owner receipt of bidders proof of Insurance. .
15. **BID PROTESTS:** Prior to the bid opening - Bidders are requested to carefully review this entire invitation as soon as it is received for defects and questionable or objectionable content. Questions, objections or comments should be made in writing and received by the Contracting Officer no later than 3 days (Monday through Friday, excluding legal Holidays) before the Response Due Date and time, so that any necessary amendments may be published and distributed to bidders. Bidders' protests based upon any omissions, errors, or the content of the Invitation to Bid will be disallowed if not made in writing and received by the Leasing & Contracts Manager at least two business days (Monday through Friday, excluding legal Holidays) prior to the Response Due Date and time.
- A person desiring to protest the provisions of this ITB or the award must comply with the applicable provisions of ACS Procurement Guideline 4-401.
- If a protest is sustained in whole or in part, the protestor's sole remedy is the successful protestor's documented reasonable bid or proposal preparation costs.
16. **EEO AND FEDERAL CIVIL RIGHTS COMPLIANCE:** By signature on the Bid Schedule the Bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any Bidder fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.
17. **TAXES:** All bids shall exclude federal, state and local sales taxes. However, if the Bidder believes that certain taxes are properly payable by the ACS; such taxes may be listed separately, directly below the Bid price for the affected item. The ACS is exempt from federal excise tax under Registration No. 92-6001185.
18. **SUBCONTRACTORS:** Within 3 working days after the issuance of the Notice of Intent to Award, the apparent low Bidder shall submit a list of subcontractors the Bidder proposes to use in the performance of the contract. The list must include the name, phone number, and location of the place of business for each

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subcontractor and evidence of the subcontractor's valid Alaska business license. Replacement of a subcontractor may not be made, except with prior approval of the Contracting Officer, for reasons specified in the ACS Procurement Guidelines.

19. **ACCEPTANCE OF CONTRACT, PERFORMANCE BOND, PAYMENT BOND, and PROOF OF INSURANCE:** If the ACS delivers or mails written Notice of Award to the Bidder within sixty (60) days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the Bidder will accept, execute and deliver **Section 00510 Agreement Between Owner and Contractor** to the ACS in accordance with the bid, and will also furnish and deliver proof of insurance coverage in compliance with **Section 00700 General Conditions, paragraph 5**, all within five working days after person delivery or after deposit in the mails of the notification of acceptance of this bid. If the amount of the contract to be awarded exceeds \$100,000 the Contractor will also furnish and deliver within five days of Notice of Award a Performance Bond and a Payment Bond, and, before Final Payment, submit a completed and authorized Consent of Surety Company to Final Payment form, a Contractors affidavit of Payments of Debts and Claims and release Liens and Claims against Payment Bond form. The aforementioned Bonds and forms must be substantially in forms provided by ACS.
20. **ALASKA LITTLE DAVIS BACON ACT:** Prospective Bidders are advised that construction or remodeling in connection with the contract is subject to AS 36.05.010. The Contractor must comply with the requirements noted within the most recent Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found at: <http://www.labor.state.ak.us/lss/pamp600.htm>. The rate of wages shall be adjusted to the wage rate under AS 36.05.010.

21. DESCRIPTION OF PREFERENCES

- A. **ALASKA BIDDER PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than five percent (5%) higher than the lowest non-resident's bid in accordance with Alaska Statute 36.30.170(b)(1) – (5). An Alaska Bidder is defined as one who:
- 1). Holds a current Alaska business license (business license number must be shown in space provided on the Bid Schedule);
 - 2). Submits a bid for goods or services under the name appearing on the current Alaska business license;
 - 3). Has maintained a place of business in the State staffed by the Bidder or an employee of the Bidder for a period of six months immediately preceding the date of the bid;
 - 4). Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, or is a partnership and all partners are residents of the State; and
 - 5). If a joint venture is comprised entirely of ventures that qualify under (1-4 of this subsection).

NOTE: A Bidder may seek a preference under either B, below, or C, below, but not both. In addition a Bidder may seek a preference under D and E, below. A Bidder seeking the Alaskans with Disabilities Preference under B, below, must be an individual or business must be listed with the Division of Vocational Rehabilitation as qualified under Alaska Statute 36.30.170 at the time the bid is opened and provide ACS with a copy their Certification Letter. A Bidder seeking a preference under B, C, or D, below must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a Bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

- B. **ALASKA DISABLED BIDDER PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than ten percent (10%) higher than the lowest bid, if the Bidder is a qualifying entity under AS 36.30.321(d)-(e).
- C. **EMPLOYMENT PROGRAM PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than fifteen (15%) higher than the lowest bid, if the Bidder is offering services through an employment program in accordance with Alaska Statute 36.30.321(b).

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D. ALASKA PRODUCTS PREFERENCE: The bid will be decreased by the percentage of the value of the designated Alaska products under AS 36.30.332 – AS 36.30.338. The Bidder must execute the Alaska Products Preference Worksheet and submit the worksheet with the Bid in order to receive this preference. A list of qualified Alaskan products is available on line at the following site: <http://www.dced.state.ak.us.econdev/prodpref>. An Alaska Products Preference Worksheet can be obtained from the Facilities Office by calling 264-8284.

E. ALASKA VETERAN'S PREFERENCE: An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- 1) sole proprietorship owned by an Alaska veteran;
- 2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- 3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- 4) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- 1) Served in the Armed forces of the United States, including a reserve unit of the United States Armed Forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- 2) Was separated from service under a condition that was not dishonorable.

NOTE: Alaska Veteran Preference Affidavit Required. See attached form 25D-17.

F. RECYCLED PRODUCTS PREFERENCE: Not Applicable.

G. Contractor must provide documents for proof or calculation of Preferences listed above.

END OF SECTION

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SECTION 00300 – BID SCHEDULE

1.1 BASE BID – Rabinowitz Courthouse Carpet

Furnish all labor, materials, equipment, etc., necessary to complete all work shown; specified; and reasonably inferred:

Total Base Bid \$ _____
(figures)

(words) Dollars

PREFERENCES: Indicate whether you are eligible for any of the following Preferences. Requirements that must be complied with to qualify for bid preferences are described in paragraph 1.5 below:

- _____ Alaska Bidder Preference (5%), ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Employment Program (15%), ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Disabled Bidder (10%), ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Product Preference, ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Veteran's Preference, ACS Procurement Guidelines 2-202-12-9.

1.3 BIDDER ACKNOWLEDGEMENTS AND REPRESENTATIONS:

- A. In compliance with the attached bid documents, the above Bidder proposes to enter into an agreement with ALASKA COURT SYSTEM for the Work.
- B. The above Bidder, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents for this project hereby proposes and agrees to perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing all labor and materials to do all the work required.

The submission of a Bid is considered a representation that the Bidder has examined the Contract Documents to make certain that all sheets and pages were provided, and that the Bidder has examined the Project site, and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The Alaska Court System expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of Contract Documents.

- C. The above Bidder acknowledges receipt of the following addenda to the DRAWINGS and/or SPECIFICATIONS (give number and date of each) and that associated costs are included in this Bid.

Addenda #, Date Issued	Addenda #, Date Issued	Addenda #, Date Issued
_____	_____	_____
_____	_____	_____

No other alterations, substitutions, changes or qualifications to the terms or conditions of the invitation

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are allowed on this Bid Schedule.

- D. Offers made in response to this Invitation to Bid shall be good and firm for a period of 60 days from the date of bid opening. If written notice of the acceptance of this Bid is mailed or delivered to the Bidder within sixty (60) days from the date of bid opening, or at any other time thereafter before it is withdrawn, the Bidder will accept the Contract in accordance with this Bid. All offers and acceptance resulting from this Invitation to Bid shall be expressly limited to the terms and conditions contained in this document and its attachments.
- E. By signature on this document the above Bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government. If any Bidder fails to comply with the Act or Regulations issued thereunder, the OWNER reserves the right to terminate the contract.
- F. Bidder acknowledges that this Bid is being submitted with Bidder's facsimile signature. Bidder agrees that the Alaska Court System is relying upon this facsimile signature as if it were an original signature, and by submitting this Bid, Bidder waives any right to disclaim this Bid based upon the fact that the signature is not original.
- G. By completing, signing and submitting this form I certify that I have reviewed the bid documents, with addenda, and understand the scope of services and conditions required for this Property/Facility. Furthermore, I agree to furnish for the above amounts – which was arrived at independently and without collusion – all necessary labor, materials, and equipment. Work shall be accomplished in a workmanlike manner, observing all applicable civil rights and equal employment opportunity acts, and to the satisfaction of the Contracting Officer
- H. HUMAN TRAFFICKING: By signature on this bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>. Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

SIGNATURE

Signature of Bidder

Date

Printed or Typed Name of Signer & Title

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer and officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Name: _____

Business Address _____

Telephone Number: _____

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Fax Number: _____

E-mail Address: _____ (Seal, if by Corporation)

Business License Number Expires: _____

Contractor's Certification Number Expires: _____

Federal Identification Number

If the Bidder seeks application of the Alaska veteran's preference, the Bidder must supply a written certification for each individual who is an Alaska veteran, in the following form:

[Name] certifies that he (or she) is a resident of Alaska who:

- 1). Served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- 2). Was separated from service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date

END OF SECTION

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SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ as principal
and _____ of _____ as surety, firmly
bound and held unto the State of Alaska Court System (State of Alaska) in the penal sum of
_____ Dollars (\$_____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the
Alaska Court System, we bind ourselves, our heirs, successors, executors, administrators and assigns jointly and
severally, firmly by these presents.

WHEREAS, the said principal has entered into written contract with said State of Alaska, on the
_____ day of _____ A.D., 20____, for the **Rabinowitz Courthouse 5th Floor Carpet
Replacement, Project #FAI-C-17-0008**, said work to be done according to the terms of said contract.

NOW THEREFORE, the condition of the foregoing obligation is such that if the said principal shall well
and truly perform and complete all obligations and work under said contract and shall indemnify and save
harmless the State of Alaska, the Alaska Court System and employees thereof against any damages or loss
which they or any of them may suffer or for which they or any of them become liable by the default, neglect, or
carelessness on the part of said principal, his agents, servants or employees, in the performance of said
Contract, and if the Principal shall reimburse upon demand of the Alaska Court System any sums paid to him
which exceed the final payment determined to be due upon completion of the project, then these presents
shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this
_____ day of _____, A.D., 20_____.

Principal: _____

By: _____

By: _____

Surety: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

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DATE

CONTRACTING OFFICER Alaska Court System

END OF SECTION

SECTION 00620
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ as principal,
and _____ of _____ as surety, in the penal
sum of _____ Dollars(\$ _____).

good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska Court System, we bind ourselves, our heirs successors, executors, administrators, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into written contract with said State of Alaska Court System, on the _____ of _____ A.D., 20 _____, for the **Rabinowitz Courthouse 5th Floor Carpet Replacement, Project# FAI-C-17-0008** said work to be done according to the terms of said contract.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the said principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, and shall indemnify and save harmless the State of Alaska, the Alaska Court System and employees thereof against any damages or loss which they or any of them may suffer or for which they or any of them become liable by the default of said principal, or by any neglect or carelessness on the part of said principal, his agents, servants or employees, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____ Alaska,
this _____ day of _____, A.D., 20 _____.

Principal: _____

By: _____

By: _____

Surety: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

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DATE

CONTRACTING OFFICER

Alaska Court System

END OF SECTION

SECTION 00510 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

Date of Contract: **DATE**

THIS AGREEMENT made by and between: **ALASKA COURT SYSTEM**, (hereinafter called "Owner") and **CONTRACTOR** (hereinafter called "Contractor").

The Owner and the Contractor agree as set forth below:

Article 1. Work

The Contractor shall perform all the Work required by the Contract Documents for the following project:

RABINOWITZ COURTHOUSE 5th Floor CARPET REPLACEMENT
#FAI-C-17-0008

It is agreed that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner or its assignee, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Supply and installation of the entire Work as contained in the ITB issued **November 1, 2017** (hereinafter called the "Work"), at a cost not to exceed the proposed price and to furnish all the materials, supplies, machinery, equipment, superintendents, labor, insurance and other accessories and services necessary to complete said Work in accordance with the conditions stated in the Contract Documents.

Article 2. Time of Commencement and Completion

Contractor hereby agrees to commence Work under this Agreement on a date to be specified in a written "Notice of Proceed" from the Owner and to complete the Work within the time stated in the Supplemental Conditions.

Article 3. Architect/Engineer

The Architect/Engineer for this project is: Not applicable to this project.

Article 4. Contract Sum

The Owner shall pay the Contractor under provisions of the Contract Documents for the performance of the Work, subject to additions and deductions by change order as provided in the Contract Conditions, the Contract Sum of **AMOUNT** dollars and no cents (**\$NUMBER.00**), for the Base Bid total Lump Sum Amount. The attached bid sheets form an integral part of this Agreement.

Article 5. Contract Documents

- 5.1 The Contract Documents consist of this Agreement and documents listed hereinafter, (hereinafter called "Contract Documents"), and all are incorporated herein by reference and as fully a part of the Contract as if attached to this Agreement or repeated herein:
- Invitation to Bid and all attachments listed in the Index of Attachments
 - Laboers' and Mechanics' Minimum Rates of Pay
 - Technical Specifications
 - Technical Drawings
 - Contents of Addenda
 - Contractor's completed Bid Schedule

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Notice of Award
Notice to Proceed

This Agreement and all covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor, respectively, and their partners, successors, assigns and legal representatives.

Article 6. Progress and Final Payments

- 6.1 Payment shall be made to the Contractor by the Owner, or his assigns, based upon amount of the approved Contractor's estimate of Work completed and value of materials suitably stored on site up to date of application for payment less any retainage required by the Owner in accordance with General Conditions Paragraph 5.
- 6.2 Final payment, constituting the final unpaid balance of the contract sum including retainage, shall be paid by the Owner or his assigns to the Contractor. Final payment shall be due to the Contractor in accordance with General Conditions Paragraph 6.

Article 7. Miscellaneous

- 7.1 Any notice of communication which either party desires to give the other party which affects the contract sum of this Agreement shall be given in writing and either shall be personally delivered to the other party's representative or deposited in the United States mail as registered mail with all postage prepared and if given by the Contractor to the Owner, then addressed as follows:

Name:	Dawn Molina		
Agency:	Alaska Court System		
Address:	820 West 4 th Avenue		
City, State, Zip:	Anchorage, AK 99501	Email:	dmolina@akcourts.us
Phone:	907-264-8284	Fax:	907-264-8296

If given by the Owner to the Contractor, then addressed as follows (including telephone number on the last line):

Name:	CONTRACTOR		
Business:	.		
Address:			
City, State, Zip:		Email Address:	
Phone:		Fax:	

- 7.2 The Owner shall furnish to the Contractor an electronic set of drawings and specifications, at no cost, for use in the Construction of the Work. The Contractor may obtain additional sets of printed drawings or specifications by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall perform at least ten percent of the total Work with forces that are in the direct employment of the Contractor's organization.

In WITNESS WHEREOF, the parties have made and executed this Agreement to be effective the day and year first above written.

ALASKA COURT SYSTEM, Owner

Contractor

By: Jack Bailey

By:

Contracting Officer

Title: _____ Date

Title: _____ Date

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END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

1. CONTRACTOR'S GENERAL DUTIES:

- a) The Contractor shall diligently, and in skillful, workmanlike manner, provide all labor, materials, equipment, and facilities necessary to perform the Work in accordance with the Contract Documents and in a manner to complete the Work within the specified contract time. The Contractor shall not perform any portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar documents until the applicable submittal has been approved by the architect.
- b) The Contractor shall provide on the site at all times during the prosecution of the Work a competent resident project supervisor. The Contracting Officer shall be advised in writing of the supervisor's name, email address, local address, and cell phone number. This written advice is to be kept current until final acceptance by the Owner. The supervisor will be the Contractor's representative at the site and shall have full authority to act and sign documents on behalf of the Contractor.
 - 1) All communications given to the supervisor shall be as binding as if given to the Contractor. The Contractor shall cooperate with the Contracting Officer in every way possible.
- c) Contractor must prepare contemporaneous daily reports showing the progress of the work. The Contractor must transmit a copy of the daily reports to the Owner no less than daily. Transmittal of daily reports does not constitute notice to the Owner of any matter for which notice is specifically required under the Contract Documents. The daily reports must include, at the minimum, information regarding the project schedule, safety issues, subcontractors on site, work performed, meetings held, and communications with the Owner.
- d) Contractor shall provide a minimum of 72 hours' notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, unless agreed to in advance by both parties.

2. AUTHORITIES AND LIMITATIONS:

- a) The Contracting Officer (or authorized representative) has the authority to make findings, clarifications or interpretations and decisions with respect to the contract; to approve materials, work and payment therefore; and, to modify or terminate the contract on behalf of the Owner.
- b) The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related thereto. The Contractor shall conduct all work in such a manner as to protect state resources.
- c) Dispute Resolution: Any dispute arising out of this contract, and which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved pursuant to Alaska Rules of Court, Rule 47.

3. LAWS AND REGULATIONS: The Contractor shall comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Contracting Officer.

- a) The Contractor shall obtain applicable licenses and permits; provide supervision, labor, tools and new materials (except as may otherwise be provided by the Contracting Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
- b) The Department of Labor, Labor Standards and Safety Division shall be notified in accordance with AS 36.05.010 and AS 36.05.030. The Contractor must then comply with the requirements noted within the most recent Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found at: <http://www.labor.state.ak.us/lss/pamp600.htm>

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- c) The Contractor shall submit one copy of the certified payrolls to the Owner weekly. Statue 36.05.0005 applies only to a public construction contract that exceeds \$25,000.
- d) Compliance of Specifications and Drawings: If the Contractor observes that the Specifications and Drawings supplied by the Owner are at variance with any Regulatory Requirements, Contractor shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized.
- e) Preferential Employment:
 - a. The Contractor shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract.
 - b. Employment Preference in Zones of Underemployment. The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the Work is to be performed wholly or partly within a Zone of Underemployment, the Contractor must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the Contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Contractor can obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination at the following internet address: <http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf>. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.
 - c. In order to ensure that the Contractor Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the Contractor shall include in its Contracts with subcontractors under this Contract language that is substantially the same as the paragraph above.
- f) Alaska Little Davis-Bacon Act requirements. The following Labor provisions shall also apply to this Contract:
 - a. Contractor and Subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;
 - b. 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;
 - c. 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;
 - d. The 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
 - 1. The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 - 2. The rates of wages in fact received by laborers, mechanics, or field surveyors.
- 4. **CHANGES:** The Contracting Officer reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work. The value of any Work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

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- b) Request for Proposal – upon receipt by the Contractor, he shall within seven days, submit to the Owner a written proposal for adjustment. Proposals for increases or decreases to the Contract amount shall include both a detailed cost estimate showing direct labor, material, equipment, small tools, and consumable costs, and subcontractor cost estimates as appropriate.
- c) Time and Materials (T&M) Work – When authorized by Owner, the cost of the change shall be based on actual cost for time and materials spent on work performed. The Contractor shall provide backup documentation including, but not limited to, daily time sheets, material invoices, and equipment rental receipts.
- d) Allowances for overhead and profit shall not exceed 15% for the party performing the work. This allowance is to compensate the Contractor for all labor, supervision, and equipment not directly necessary to perform or supervise the work. This allowance includes temporary construction facilities, field engineering, schedule updating, as-built drawings, home office costs, project management, office engineering, estimates, home office overhead because of extended time, and any other indirect costs incidental to the performance of the change in work. The Contractor shall be allowed a 5% markup on the first lower tier subcontractor only. No other markup is allowed.
- e) Any act or occurrence be it a result of an emergency, differing site condition or change order which may form the basis of a claim for a price to time adjustment shall be reported immediately to the Contracting Officer. Extra work performed without a signed agreement or change order shall be treated as unauthorized work, and the Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time for that work.

5. INSURANCE AND INDEMNIFICATION:

- 1. The Contractor shall, prior to the Award of the contract, provide proof of the following insurances: Worker's Compensation (per statutory requirements) and adequate coverages and limits:
 - (i) Comprehensive or Commercial General Liability: Not less than \$1,000,000 aggregate, and not less than \$500,000 each occurrence;
 - (ii) Automobile Insurance: Not less than \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage)

These coverages shall remain in force for the duration of the contract.

- 2. The Contractor shall indemnify, save harmless, and defend the OWNER, its agents and its employees from any and all claims, actions, or liabilities for injuries or damage sustained by any person or property arising directly or indirectly from the construction or the Contractor's performance of this contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Owner's negligence.

6. APPLICATION FOR PROGRESS PAYMENT: The Contractor shall submit to the Contracting Officer for review a Request for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Request for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Contracting Officer will either indicate in writing a recommendation of payment or return the Request for Payment to the Contractor indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Request for Payment. Progress payments will be made as the Work progresses on a monthly basis.

- a) Stored Materials and Equipment: Coordinate with court system project manager.
- b) The Contractor shall make prompt payment to all employees, subcontractors and suppliers utilized on the Project.
- c) The Owner shall make final payment to the Contractor following approval for completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment, if written notice is first given to the Contractor. Acceptance of final payment will constitute Contractor's waiver to future claims.

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- d) No claim by the Contractor for a change in the Contract Price shall be allowed unless claimed before Final Acceptance of this Contract.
7. **MATERIALS AND EQUIPMENT:** All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. The Contractor shall provide all facilities and labor required to protect materials and other components of the Work from damage or deterioration due to environmental exposure, handling, or other factors.
8. **USE OF PREMISES:** The Contractor is responsible for the Site, the Work, and persons and materials thereon. The Contractor shall confine construction equipment, the storage of material and equipment and the operations of workers to the Project limits and approved storage sites.
9. **WARRANTY:** The Contractor warrants that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Owner. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided for in this Article. The Contractor shall remedy all defects in materials or workmanship which develops within a period of one year from the date of final payment unless directed otherwise within the Contract Documents/specifications.
10. **SAFETY:** The Contractor is responsible for maintaining a safe and clean work area, and for blocking off work areas to public access during the course of work. The Contractor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety. The CONTRACTOR alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons and organizations who may be affected thereby; and to all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
11. **BUILDING SECURITY:** The Contractor will lock exterior building doors except while work in the immediate area is in progress. The Contractor shall keep all exterior doors locked except while access to the building is required for Work. If an exterior door is left unlocked the Contractor will not leave the door unattended. If exterior doors are removed or rendered insecure as a result of the Work, the Contractor will secure the opening using other means as necessary. When Contract personnel leave the building after hours, they will lock all doors, inspect the area for fire hazards and take appropriate corrective action.
12. **CONTRACT CLOSE-OUT:**
- a) Substantial Completion: Substantial Completion Inspections will be performed at 9:00 AM on the date the individual areas are scheduled to be Substantially Complete per Section 01010.1.3.5, or earlier if the Contractor provides written notice to the Owner that Work is Substantially Complete. Should Owner determine that Work is not substantially complete the Contractor will be notified in writing, giving reasons therefore.
- b) Final Completion: Upon completion of the Work, and prior to final payment, the Contractor shall submit to the Owner the following items duly signed and executed: Warranty of Work; Contractor's Affidavit of Payment of Debt and Claims; Contractor's Affidavit of Release of Liens; Consent of Surety to Final Payment; Final Wage Certification and Department of Labor Notice of Completion; Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020
13. **LIQUIDATED DAMAGES:** Liquidated damages will be in the amount of \$200 per day beginning on the date(s) provided in Section 01010.1.3.5 for Substantial Completion and ending on the date that Substantial Completion is achieved. These liquidated damages are intended to compensate the Owner for contract administration costs due to delay, and are in addition to any actual damages that Owner may claim as a result of loss of use or other harm resulting from delay of Final Completion.

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END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 DEFINITIONS

- A. Alaska Court System (ACS) Normal Work Hours: 7:30 am until 5:00 pm, Monday through Thursday, Friday 7:30 am until 12:00 pm not including State holidays.
- B. Provide: To furnish and install.

1.2 OWNER'S OCCUPANCY

- A. The Owner will continue to occupy and operate the building. The Contractor shall coordinate with the Owner to allow normal business operations to continue and shall cooperate with the Owner in construction operations to minimize conflict and to facilitate Owner usage. Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, and the general public.
 - 1. Contractor must maintain the existing fire exiting and public and private circulation pathways.
- B. Contractor shall schedule **after** ACS Normal Work Hours any work which could interfere with the Owner's operation. Specific schedules and Work activities which will be required to be performed after Normal Work Hours are:
 - 1. All demolition work.
 - 2. All rooftop hoisting.
 - 3. Any concrete drilling or saw cutting.
 - 4. Any water, HVAC or power shut offs.
 - 5. All work with loud power tools.
 - 6. All fire alarm and security system disruption or testing.
 - 7. All Work in common circulation areas, including office space, hallways, courtrooms, public lobbies, public toilets, and stairwells.
 - 8. All work in the following areas – reference plans and SCHEDULING paragraph below:
 - i. **BASE BID:**
First Floor: Vestibule for Stair 1.
Fifth Floor: All areas including Lobby, Jury Rooms, Jury Waiting, Conference Rooms, Ante Rooms, and Courtroom.
- C. Disruption of Operations: Any work deemed by the Owner to be disruptive to operations or to the record of the court due to excessive noise, vibration or other reasons will be required to be performed after normal working hours. The Contractor must schedule and coordinate such work with the Owner prior to proceeding with work. Contractor shall coordinate with the Owner periods of time when construction work is producing strong odors for the shut off of air intake fans.
 - 1. Upon notice by court staff that the Contractors work is disrupting operations the Contractor must immediately cease work.

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- D. Include in contract sum sufficient funds as may be required for any “after hours” work caused by these requirements. No additional payment to Contractor will be authorized because of Contractor’s failure to anticipate required “after hours work”.
- E. Construction areas must be segregated by closed doors or temporary barriers from the occupied areas of the courthouse.
- F. After Substantial Completion in a given area, schedule work to maintain Owner’s operation.

1.3 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Project Location: Rabinowitz Courthouse, 101 Lacey Street, Fairbanks, Alaska
- B. Owner: Alaska Court System (ACS), Facilities Dept. 820 West 4th Avenue, Anchorage, Alaska 99501.
 - 1. Owner’s Contract Representative and on-site Representative for court system issues: Dawn Molina, Leasing & Contracts Manager.
- C. Provide all equipment, materials, labor, and workmanship, necessary to complete the Work as described and reasonably inferred to in the Contract Documents.
 - 1. Demo and replace carpet in all areas indicated on Floor Plans per Section 09680 and the following:
 - a) Reference attached Floor Plans PDF
 - b) Demolish carpet, cove base and accessories on all horizontal and vertical surfaces as needed to install new materials. Demolition surfaces include but are not limited to floors, steps, platforms, risers, cove base, and removable floor outlet covers. Dispose of all demolished materials properly.
 - c) Prep floor and vertical surfaces for new carpet installation in compliance with manufacture’s recommendations and instructions.
 - d) Install Owner provided Shaw carpet tiles on all previously carpeted surfaces per manufacture’s recommendations/instructions and CRI 104.
 - i. Carpet installation method to be LokWorks connectors unless agreed upon otherwise.
 - e) Provide all labor, materials, including but not limited to: rubber cove base, adhesives, transition strips, edge trim, stair nosing, stair risers and skirts, and accessories as needed to result in a complete flooring system.
 - 2. Furniture and Equipment Moving: Includes, but is not limited to, floor outlet plates and trim; fixed spectator bench seating and fixed pedestal jury seating; tables; chairs; desks; file cabinets; shelving; ganged system seating; panel/desk panel systems; and other types of furniture as needed to perform the Work and to allow carpet installation continuous underneath. The below surveyed furniture quantities is an estimate for the Contractor’s convenience only. It is not warranted as an exact count – Contractor is responsible for confirming actual quantities.
 - a) **BASE BID:**
First Floor: Vestibule for Stair 1
Fifth Floor: Lobby (500L), Corridor (508, 511, 513), Grand Jury (502), Courtroom (503), Ante Room (503A), Jury Deliberation (504), Conference (507), Attorney Conference (510), Grand Jury Waiting (516), secure Waiting (520), Work Room (521), Sound lock (525SL).: Furniture must be moved back to original locations and configurations prior to Substantial Completion:

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Typical moveable furniture includes, but is not limited to: (60) desk and conference room chairs, (2) desk with return, (10) courtroom benches, (20) large and small tables, (2) lateral files cabinets; (57) vertical file cabinets; (1) bookshelf; (1) copiers; (1) mini refrigerator; (2) couches.

3. Contractor shall cover and protect furniture, furnishings, and equipment as needed to perform the Work. Upon completion of the flooring Work in each area the Contractor shall return the areas to their original furniture arrangement and level of cleanliness and functionality. This is part of the Work required to achieve Substantial Completion. .
4. The Owner shall provide the Contractor with all Duress alarm activation locations. These consist of a Push-Button generally located underneath work surfaces. It is the Contractors responsibility not to set off these alarms when moving the furniture, or to be responsible for the resulting associated costs.
5. Owner shall be responsible for:
 - a) Unloading and storage of items in file cabinet top drawers, bookshelves, case file shelving, desktops, table tops, and storage units.
 - b) Moving of artwork (if necessary), electronic equipment, plants, personal items, and caster chairs.

1.4 SCHEDULING AND AREA OCCUPANCY DURING WORK

- A. Work areas will remain occupied during the work, and will require that the Contractor schedule his Work after ACS Normal Work Hours.
- B. Sequencing Requirements and Completion of Work:
 1. Courtroom:
 - a) Contractor shall be given one courtroom at a time to conduct the Work.
 - b) Courtrooms will be vacated until Substantial Completion has been achieved.
 - c) All Work must be Substantially Complete within each courtroom before Work may begin on another courtroom or area.
 - d) Work in the adjoining public entry vestibules and storage closets must be completed at the same time as each courtroom.
 2. Jury Deliberation Rooms:
 - a) Contractor shall be given one jury deliberation room at a time to conduct the Work.
 - a) Jury Rooms will be vacated for the Work during the duration of the Work until Substantial Completion has been achieved.
 - b) Work in jury deliberation rooms must occur concurrently with the courtrooms on the same floor, and all jury deliberation rooms must be completed along with the courtrooms prior to moving to another area.
 - c) All Work must be Substantially Complete within each jury room before Work may begin on another jury room.
 - d) Work in the adjoining entry vestibules must be completed at the same time as each jury room.
 3. Other Staff and Public areas (non-Jury Deliberation Rooms and non-Courtroom areas)
 - a) Flooring Work in these areas must be scheduled after ACS Normal Working Hours.
 - b) Contractor may schedule these areas at his convenience, but all areas shall be completed by the Final Completion date.

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- c) After notification from the Contractor the Owner shall assure all cabinet surfaces within the area of Work are cleared prior to the evening of the Work. The Owner shall also be responsible for moving of artwork (if needed), plants, any computer equipment and small miscellaneous items such as waste baskets.
- d) Contractor shall move and cover office furniture, furnishing, and equipment as needed to perform the Work and prior to the following business day shall return the office/chambers to the configuration and level of cleanliness and functionality in which it was found.
- e) All Work in each named area must be Substantially Complete before Work may begin at another area. Staff and Public Areas include:
 - i. Lobby, Jury Deliberation, Grand Jury Waiting, Grand Jury Room, Conference Rooms, Courtroom.

1.5 NOTICE REQUIREMENTS.

- 1. In areas that shall remain occupied during the Work, the Contractor must provide the following information two (2) ACS work days (Monday through Friday), or three (3) calendar days (if a weekend is included) prior to commencement of Work:
 - a. Notice to the Owner of Work in that area.
 - b. A schedule detailing the specific area sub-sections in which the Work is to be accomplished each day.
- 2. After notification from the Contractor the Owner shall assure all cabinet surfaces and all case file shelving within each courtroom, jury deliberation room, or sub-section area of occupied Work area are cleared prior to the evening of the Work.
- 3. Contractor shall move and cover office furniture, furnishing, and equipment as needed to perform the Work and prior to the following business day shall return the office/chambers to the configuration and level of cleanliness and functionality in which it was found

1.6 CONTRACT TYPE

- A. Competitively bid Lump Sum Single Prime Contract

1.7 PERFORMANCE PERIOD AND NOTICE TO PROCEED

- A. A limited Notice to Proceed may be issued as determined appropriate by the Leasing & Contracts Manager. Such Notices to Proceed may be limited to procurement and fabrication of long lead materials, submittals and other off site work prior to issuance of a full Notice to Proceed with Work on-Site.
- B. A Notice to Proceed with Work On-site will be given after Contractor has all materials on-hand; has complied with contract requirements: List of Sub-Contractors with contact names and phone numbers, Certificate of Insurance, and Security Clearances; and has submitted and received approval of a Work Schedule.
- C. Submit Preliminary Work Schedule to include but not be limited to: the submittal process; materials selection and procurement; timelines for Work and Substantial Completion dates for each floor as indicated in Section 01010.1.3.5, within 21 days after Notice of Award for review, comment, and revision process. Upon receipt of Owner comments, submit a revised schedule within 5 days. Continue Work Schedule submittal/revision process until a Final Work schedule is agreed upon. Submit Final Work schedule 4 weeks prior to the beginning of Work On-Site. Submit updated Work schedule with each Pay Request.
- D. Final Completion required by January 31, 2017.
- E. Note Liquidated Damages provision in General Conditions paragraph 13.

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1.6 SECURITY AND CLEARANCES

- A. Contractors, agents, principals, officers or employees who supply goods or services to the ACS must have completed background checks. The interior premises of ACS facilities may contain confidential information relating to the business of the ACS. Any person with the following conditions is restricted from working within the interior premises or entering the interior premises, other than as a member of the general public:
1. Been convicted of a violent crime or crime of theft within last 5 years;
 2. Been convicted of more than 2 misdemeanors in last 5 years;
 3. Been convicted of more than one felony in previous 10 years;
 4. Has an on on-going case in the court where work is being performed with ACS until case is resolved. The ACS may make an exception to this restriction where services are provided under conditions in which the movements and activities of the person providing services within the premises are constantly monitored, and under circumstances in which the movements and activities of the person providing services are limited to areas in which confidential information relating to the business of the ACS is not present.;
- B. The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the ACS business.
- C. Prior to commencement of any work on court premises, the ACS requires each contractor, agent, principal, officer or employee who will work on court premises to provide a State of Alaska Background Check Form completely and correctly filled out so that a background check can be conducted and a security clearance can be obtained. Allow 4 days for clearance approval after Background Check Form is submitted. A Background Check Form has been provided at the back of this Section.
- D. Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the contractors, agents, principals, officers or employees who supply goods or services to the premises shall inform all contractors, agents, principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract and even criminal prosecution.
- E. Access to the Rabinowitz Courthouse will be permitted with a limited issuance of hard keys and electronic card keys which will be signed for by the Contractor. The Contractor is responsible for tracking and safeguarding the keys and must return them to the issuing entity as a condition of final payment. No duplications are to be made by the Contractor. The Contractor may also give security codes to allow entry into secure areas of the courthouse. The Contractor and the Contractors Superintendent are the only individuals to be made aware of these codes. Should loss of keys or unauthorized code distribution occur, the Contractor shall advise the Owner immediately, and will be responsible for replacement keys; re-keying; and recoding costs.

1.7 WARRANTY: All work and materials shall be warranted for a period of one year after acceptance by the Owner, unless otherwise stated in these specifications. At no additional cost to Owner, correct defects in materials and workmanship which appear during warranty period by repairing, or when directed, by replacing.

1.8 MEETINGS: A Preconstruction meeting will be held. Attendance by the Contractor, the Contractors Superintendent, and the first tier subs is required. One Progress Meeting will also be held per week. Attendance by the Contractor and Superintendent is required. Attendance by first tier subs is required if requested by Owner.

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1.9 INSPECTIONS: Contractor shall provide a minimum of 72 hour's notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, between 8am and 4pm, unless agreed to in advance by both parties.

1.10 SUBMITTALS:

- A. Deliver all required submittals to Owner. Provide a minimum of 2 copies of the submittals – electronic submittals are acceptable, except a minimum of 2 samples are required. Owner will review submittals and resubmittals within **fourteen (14) days** after receipt and will retain the copies for their files.
- B. Identify Project, Contractor, subcontractor or supplier; pertinent contract drawings sheet and detail numbers and specification section number and location in Work. Submittals for each section shall be submitted individually. Submit by specification section complete and all at one time; partial submittals will not be considered.
- C. Reference Section 09680 CARPET for specific technical submittal requirements.
- D. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, product data, Samples, Qualifications, or similar submittals until the respective submittal has been approved by the Owner.
- E. Contractor shall submit all required submittals in a timely fashion in order to allow review, comment, and resubmittal process and not delay the Work.

1.11 CERTIFIED PAYROLL

- A. The Contractor shall provide one copy of all certified payrolls which are submitted to the State Department of Labor to the Owner for review.
 - 1. Certified payrolls shall be submitted bi-weekly while work is proceeding for all Contractor and subcontractor personnel on site.
 - 2. At completion of each subcontractor's on-site work, a final certified payroll shall be submitted with the wording "FINAL" denoted on it.

PART 2 – PRODUCTS

- A. Protection - Use all materials and means necessary to maintain temporary traffic controls, barriers for material storage areas, and protection of Owner's facilities, walkways, and stairways, throughout progress of the work.
- B. Replacements - In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

PART 3 – EXECUTION

3.1 SITE ACCESS:

- A. Vehicle Parking: Contractor will be allowed to park in the courthouse Loading Dock area only after Normal Work Hours unless pre-approved otherwise by Owner.
- B. Off-loading of materials and equipment: Off-loading of materials and equipment permitted only after Normal

ALASKA COURT SYSTEM (ACS)

Rabinowitz Courthouse 5th Floor Carpet Replacement

Project #FAI-C-17-0008

Business Hours unless pre-approved otherwise by Owner.

- C. Contractor is responsible for protection of the Site including concrete and asphalt paving, curbs, landscaping, fencing, and striping.
- D. Contractor is responsible for obtaining all permits/approval required to perform Work. Including but not limited to ACS, Local, State, Muni, sidewalk closing, parking meter/space hooding /closing, crane/forklift hoisting.
- E. After court system Normal Working Hours all building entrances must be secured, and remain secured (locked) throughout the Work session.
- F. Sanitary Facilities: Contractor will be limited to two restrooms within the facility. The specific restrooms will be determined by the Owner prior to commencement of the Work. Janitorial personnel provide cleaning services after Normal Working Hours, and will clean each toilet room once a day. At the end of each work activity, Contractor shall leave all toilets used by their personnel in clean and sanitary condition. If additional cleaning by janitorial personnel is required due to Contractor's use of after hours, the Contractor will be charged.

3.2 SITE STAGING, STORAGE AND WASTE DISPOSAL: The Contractor shall be responsible for protection of materials during delivery, off-loading and transportation to on-site storage areas.

- A. **Available Storage Areas:** Contractor shall store all Contractor provided materials off-site at their bonded and insured warehouse until Work on-site commences. After that time, the Contractor may store tools, materials, and equipment within the specific area scheduled for Work. Stored items to be kept in a neat and orderly fashion.
- B. **Protection:** Use all materials and means necessary to protect and maintain facility property, including plantings, fencing, pavements, roadways, structures, lighting, existing utilities and vehicles, from the activity of remodel demolition and material removal operations.
- C. **Site Waste Disposal:** The Contractor shall remove waste resulting from the Work on a daily basis. Transport and legally dispose of materials off site as work progresses. **The Owners waste receptacles are not to be used.**

3.3 QUALITY ASSURANCE: All work shall be performed by workmen skilled and experienced in their craft, and under proper supervision.

3.4 CLEANING:

- A. General: Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work or caused as a result of the Work. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
 - 1. Retain all stored items in an orderly arrangement allowing maximum access. Do not impede drainage or traffic and provide required protection of materials.
 - 2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy or otherwise service.
 - 3. Maintain the interior and exterior areas of Work in a neat and orderly condition at all times to the satisfaction of the Owner.
 - 4. Construction activities shall be monitored on a daily basis to determine if tracking of dirt and debris from construction areas onto the adjacent areas, floors, desks, office furniture or equipment has occurred. Any cleanup necessary, including sweeping, vacuuming, dusting, or

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stain removal, shall be accomplished on a daily basis by the Contractor. Washing dirt and debris into the storm drains is not permitted.

5. If additional cleaning by janitorial personnel is required due to contractor related construction activities the contractor will be charged.

B. Dust Control:

1. Maintain continuous cleaning and wetting procedures to control dust pollution at the project site and haul routes as required by governing authorities and Contract Documents. Use power sweepers for street cleaning. Schedule cleaning so that resultant dust and contaminants will not fall on newly coated surfaces.
2. Prevent dust and particle infiltration into diffusers, vents and ductwork to remain, and to above ceiling plenum areas. Contain all dust and debris within project areas, removed from occupied spaces. Provide cleaning as needed to control and contain dust.
3. Any additional cleaning deemed necessary by the Owner shall be provided by the Contractor as soon as requested.

C. Close Out Cleaning.

1. Execute prior to Final Completion for entire project.
2. Employ skilled workmen for final cleaning.
3. Fully clean all project work areas, project storage, staging and transport area
4. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, temporary labels, protection films, and other foreign matter from sight exposed interior and exterior surfaces.
5. Clean all interior and exterior surfaces exposed to view. Polish wood, clean transparent and glossy surfaces, vacuum carpeted and soft surfaces, clean hard flooring surfaces as per manufacturer recommendations.
6. Clean equipment and fixtures to a sanitary condition.
7. Hose clean exterior paved surfaces at material and equipment storage locations.

END OF SECTION

SECTION 01740.1

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Rabinowitz Courthouse 5th Floor Carpet Replacement

No.: FAI-C-17-0008

Contract Date: _____

TO OWNER:
Alaska Court System
820 W. 4th Avenue
Anchorage, AK 99501

CONTRACTOR:

WORK ON THE ABOVE PROJECT INCLUDES:

Removal of existing carpet and cove base, cleaning and preparation of floor, and installation of new carpet and cove base.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION: The date of substantial completion of the Work is the date determined by the Owner when the Work is substantially complete in accordance with, and as defined in, the Contract Documents.

CERTIFICATION BY CONTRACTOR OF SUBSTANTIAL COMPLETION:

I certify that the Work is substantially complete, in accordance with, and as defined in, the contract documents. A list of items to be completed or corrected will be prepared by the Owner and the Architect, and appended hereto. The failure to include any items on such list does not alter the responsibility of the undersigned to complete the Work in accordance with the contract documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

CONTRACTOR: _____
(Signature)

(Name Printed)

For _____
(Company)
Date _____

CERTIFICATION BY ARCHITECT OF SUBSTANTIAL COMPLETION:

I certify that I have inspected the Work and certify that the Work is substantially complete, in accordance with, and as defined in, the contract documents.

ARCHITECT Not Applicable
(Signature)

(Name Printed)

For _____
(Company)
Date _____

CERTIFICATION BY PROJECT MANAGER OF SUBSTANTIAL COMPLETION:

I certify that I have inspected the Work and certify that the Work is substantially complete, in accordance with, and as defined in, the contract documents.

PROJECT
MANAGER: _____
(Signature)

(Name Printed)

For ALASKA COURT SYSTEM
Date _____

DATE OF SUBSTANTIAL COMPLETION:

In reliance upon the certification of the Contractor, the Architect, and the Project Manager, the Owner hereby accepts the Work as substantially complete. The date of substantial completion is hereby established as _____ for all areas and components except _____; for _____. The Contractor shall maintain all insurance, including property insurance, until final acceptance of the Work.

OWNER: Alaska Court System

Date: _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows.

SECTION 01740.2
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project: Rabinowitz Courthouse 5th Floor Carpet Replacement

No.: FAI-C-17-0008

Contract Date: _____

TO OWNER:

Alaska Court System
820 W. 4th Avenue
Anchorage, AK 99501

CONTRACTOR:

In accordance with the provision of the Agreement between Owner and the Contractor as indicated above, the

Surety Company
on bond of Contractor

Contractor

HEREBY APPROVES OF THE FINAL PAYMENT to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

ALASKA COURT SYSTEM, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand
this _____ day of _____, 19__.

Surety Company

Attest: _____

Signature of Authorized Representative

(Seal):

Title: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND RELEASE LIENS AND CLAIMS AGAINST PAYMENT BOND

Project: Rabinowitz Courthouse 5th Floor Carpet Replacement

No.: FAI-C-17-0008

Contract Date: _____

TO OWNER:

Alaska Court System
820 W. 4th Avenue
Anchorage, AK 99501

CONTRACTOR: _____

State of: ALASKA

Let it be known that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of this affidavit constitutes all claims and demands against the Owner on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by contractor under the above contract. Deponent further agrees that all guarantees under this contract shall and be in full force from the date of this release as spelled out in the Contract Documents.

The undersigned, in consideration of the final payment in the amount first mentioned above, hereby waives it right to claim against the payment bond for labor, services, or materials furnished through the date first mentioned above, to the Alaska Court System, for improvements to the project described above. This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Exceptions: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required.
Indicate attachment: (yes) (no)
2. Contractor's Release or Waiver of Claims, conditional upon receipt of final payment.
3. Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020,

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this day of 19

Notary Public:

My Commission Expires:

SECTION 01740.3
WARRANTY OF WORK AFTER FINAL PAYMENT
RABINOWITZ COURTHOUSE 5th Floor CARPET REPLACEMENT
Project #FAI-C-17-0008

Prior to final payment, the Contractor shall furnish to the Owner a Warranty of Work After Final Payment in the following form:

The CONTRACTOR does hereby warrant all work and materials to be in full and complete accordance with the Contract Documents and Agreement Between Owner and Contractor and requirements appertaining thereto; that all work and materials are free from any defects and imperfections and fully suitable for the use and purposes for which each and every part is intended. The contractor also agrees that, should any defect develop or appear which the Project Manager or Architect finds was not caused by improper use, the Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material, without any cost to the Owner, and will save the Owner harmless against any claim, demand, loss, or damage by reasons of any breach of this warranty.

This period of this warranty shall commence on the date of Final Acceptance of the Owner.

The warranty shall continue to be in full force and effect for the period of one year, except for those items for which a longer period of warranty is specifically stated in the Warranties for work in Technical Sections of the Specifications. Warranties for work stated in Technical Sections shall continue in full force and effect for the respective periods expressly stated.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, year _____.

(Firm Name): _____

(Signature): _____

(Title): _____

(Attest): _____

(SEAL IF BIDDER IS A CORPORATION)

CERTIFICATE OF COMPLIANCE

RABINOWITZ COURTHOUSE 5th Floor CARPET REPLACEMENT Project #FAI-C-17-0008

No final payment shall be made until the CONTRACTOR shall file with the OWNER, prior to acceptance of the Work, a notarized Certificate of Compliance on the following form:

- A. The CONTRACTOR does hereby certify that all work has been performed and materials supplied in accordance with the DRAWINGS, SPECIFICATIONS, and Contract Documents for the above work, and that;
1. No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed on this Work;
 2. There have been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the OWNER prior to the start of such subcontracted Work;
 3. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the OWNER together with the names of all subcontractors;
 4. All claims for material and labor and other service performed in the connection with these specifications have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, year _____.

(Firm Name): _____

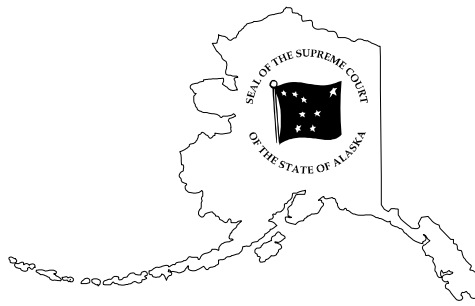
(Signature): _____

(Title): _____

(Attest): _____

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.



ALASKA COURT SYSTEM

State of Alaska

Dawn Molina

SNOWDEN ADMINISTRATIVE OFFICE BUILDING
820 W. 4TH AVENUE
ANCHORAGE AK 99501-2005

(907) 264-8284
Fax (907) 264-8296
dmolina@akcourts.us

Date: _____

Name of Individual: _____ (First, Middle, Last)

Date of Birth: _____

Social Security Number: _____

Previous States of Residence: _____

Job (reason for background check): _____

Dawn Molina, Leasing and Contract Manager

The above information is being requested to assist in hiring of consultants/contractors for the Alaska Court System. All information (verbal or written) is confidential and will not be disclosed or disseminated to anyone other than the court.

Date Request Fulfilled _____ By: _____

☐ No criminal record ☐ Records to follow ☐ No Driver's Record



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name and Number _____,

I certify under penalty of perjury that _____
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

(a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:

- (1) Sole proprietorship owned by an Alaska Veteran;
- (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veterans;
- (3) Limited liability company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.

(b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

(c) In this section, "Alaska Veteran" means an individual who is a:

- (1) Resident of this state; and
- (2) Veteran; means an individual who:

(A) Served in the:

- (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from the service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date

SECTION 09680

CARPET

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this Specification. The publications may be referred to in the text by basic designation only. In case of conflict/expiration the most stringent/current shall apply.
1. Carpet and Rug Institute (CRI) - Standard for Installation of Commercial Textile Floor covering Materials.
 2. ASTM D 2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2004.
 3. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2005.
 4. ASTM E 648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2006.
 5. CRI 104 - Standard for Installation of Commercial Textile Floorcovering Materials; Carpet and Rug Institute; 2002.
 6. CRI (GLA) - Green Label Testing Program - Approved Adhesive Products; www.carpet-rug.org; current edition.
 7. CRI (GLC) - Green Label Testing Program - Approved Product Categories for Carpet; www.carpet-rug.org; current edition.
 8. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association; 2006.

1.2 SUBMITTALS

- A. Manufacturer's Literature – Floor Covering:
1. Owner-Provided Carpet and adhesive squares: Reference installation instructions attached the end of this section for Owner-Provided Shaw carpet tile and LokWorx or connectors. Carpet tile to be installed using the LokWorx method.
 - a. Submit confirmation that carpet will be installed using the LokWorx installation method.
 2. Non-Owner-Provided Materials – Provide manufacturer's specifications and installation instructions for all related materials required for a complete floor covering installation, including, but not limited to: cove base, transition strips, edge trim, and carpet manufacturer approved adhesives, floor fillers and preparation materials.
- B. Installer References and Qualifications:
1. Installer must have installed at least three (3) jobs of similar size and complexity in the past five (5) years Provide a compliance letter with three (3) references for the installation contractor. References to include scope, date and customer contact information including phone number for projects no older than five (5) years.
 2. Provide installer qualifications to confirm approval in writing by the Carpet Manufacturer for carpet installation specifically on this project.

- C. Shop drawings showing the locations and layout of each type of carpet installation including pattern for carpet tile, installation format (monolithic, brick-ashlar, quarter-turn, or non-directional), and locations of edge trim and transition strips on a floor plan of the carpeted areas, noting transitions, and other edge conditions. Coordinate with Owner on installation format. Submit for approval prior to commencement of the Work.
- D. Installation Warranty: Installation provider shall warrant all installation services will be free from defects in workmanship for a period of at least two (2) years following their completion, and that in the event of defective services, the installation provider will re-perform the affected services and, as necessary, supply new products of the same or similar grade sufficient to repair or replace products adversely affected.
- E. Samples: Prior to ordering materials, submit two samples of all accessories in the Contractors recommended color to be installed for approval. Sample to be submitted include but are not limited to: Edge Guards, Stair Nosing; Rolled Rubber Cove Base, Rubber Cove base inside and outside corners, Transition Strips. Submit full color charts showing manufactures standard colors for all accessories. Final color selection to be determined by Owner as selected from manufactures standard colors

1.3 WARRANTY – OWNER-FURNISHED CARPET

- A. Owner provided carpet manufacturer will provide the following written warranty on their letterhead, which must be co-signed by the installer. This warranty will state that the carpet will conform to the following:
 - 1. Warranty for a period of not less than 15 years:
 - 2. Wear - Surface fiber wear shall not be more than 10% by weight in 15 years. (Note: Wear warranty shall not require use of chair pads)
 - 3. Static - Static generation at less than 3.0 kV at 70° F, and 20% R.H.
 - 4. No de-lamination
 - 5. No edge ravel
 - 6. No dimensional instability (i.e., shrinkage, curling and doming) which adversely affect the ability of the tile to lay flat
- B. Carpeting replaced under this warranty shall be done at no cost the OWNER.
 - 1. Carpet Manufacturer shall bear all costs of carpet replacement when materials are found to be latently deficient – with defects which are not observable upon receipt by Contractor and installation of goods.
 - 2. Contractor shall bear all costs of carpet replacement when: carpet is installed in a deficient manner; when carpet is installed over subflooring which was not prepared appropriately; when they installed carpet with deficient materials or equipment not procured from the Carpet Manufacturer, or when Contractor installed Carpet Manufacturer materials that contained deficiencies that would have been obvious during an inspection upon receipt.

1.4 QUALITY CONTROL AND QUALITY ASSURANCE

- A. Carpet installed the first day and approved by the Owner representative shall be the standard for the rest of the installation, including seams, bases, transition, floor preparation and adhesives. Coordinate inspection of first day's installation with Owner.
- B. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions. No substitutions or

additional funding shall be approved to make up for any shortage of material or in carpet to be installed.

1.5 PRODUCT LABELING / SPECIFICATIONS

- A. Owner provided carpet tile packages shall have the following information attached or labeled when delivered to the jobsite or listed in product specifications:
 - 1. Manufacturer's Name, Type, Pattern, Color, dye-lot (if applicable) backing type, and date of manufacture
 - 2. Carpet Research Institute "Green label": low chemical pollutant emissions and Volatile organic compounds (V.O.C.)

1.6 INDOOR AIR QUALITY

- A. Work practices shall limit the amount of VOCs.
- B. Verify building ventilation system is in proper working order. Verify building permanent ventilation system at maximum outdoor air flow before bringing carpet into building, during installation and minimum 72 hours after installation.

1.7 TEMPERATURE AND HUMIDITY REQUIREMENTS

- A. Verify building, floor, and materials at 65 to 85 degrees F. for 72 hours prior to, during, and 72 hours after installation. Verify relative humidity between 10 to 65 percent.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Contractor provided materials: Contractor to coordinate with Owner to ensure that the Rabinowitz Courthouse loading dock is available for use. Contractor shall receive, unload, and move all materials from the loading dock to the storage location. Each delivery shall be removed to the storage location within one shift. No flooring materials are to remain in the loading dock at the end of each day.
- B. Elevators are available for transporting pallets of materials from the 1st floor to the Basement floor after court system working hours only.
- C. The designated storage location for the Shaw carpet tiles and LokWorx, and for all other miscellaneous Contractor provided materials and equipment will be the Rabinowitz .
- D. Storage of tools and materials in individual courtrooms and jury rooms within their scheduled dates of Work is allowed during the Contractors work within each area.

1.9 EXTRA MATERIALS

- A. Contractor to deliver all surplus carpet tiles and LokWorx at the completion of the project to the Owner's storage area. Each piece of extra material shall be clearly labeled to identify exact style, color, manufacturer, and dimensions.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Shaw will be the manufacturer of the Owner-furnished carpet.

- B. Contractor provided rubber base, adhesive, and miscellaneous materials: Manufacturers names, numbers and features are listed to establish a stand of quality. It is the responsibility of the Contractor to submit suitable documentation that demonstrates a substitute product is equivalent in all regards to what is identified by the Owner as the minimum standard of quality. Owner will be sole judge of acceptability of materials appearance.

2.2 OWNER-FURNISHED CARPET

- A. Specific Shaw carpet patterns and colors, quantities, and general areas of installation are as follows:
1. Shaw All Access Path 3549, Lava: 15 SY; 3 boxes; installed at Vestibule on the 1st Floor.
 2. Shaw Captivate 59554, Palm Tree: 109 SY; 21 boxes; installed at on the 5^h Floor.
 3. Shaw Vertical Layers, Relief, Time 50481 290 SY; 59 boxes; installed in courtroom on 5th floor.

2.3 MISCELLANEOUS MATERIALS

- A. Rubber Cove Base: Rubber Topset Cove (FS-SS-W-40): Roppe, Flexco, Mercer, Burke, Johnsonite or approved.
1. .080 inch minimum thickness by 4 inch minimum height. Rolled base, not strips. Coved with toe. Color to be selected by owner from Contractor submitted manufactures standard colors.
- B. Stair Nosing: Equal to Johnsonite VIVCD-XX Visually Impaired Double Undercut Carpet Vinyl Stair nosing, 2" hinged square nose configuration 3-3/16" tread depth with 2" wide co-extruded contrasting color strip, undercut for 1/4" to 5/16" carpet on step and riser. Length to fit stair width, or at platforms provide length of a minimum of 6'. Color: to be selected.
- C. Stair Risers and Skirts: Provide one-piece smooth rubber topset cove style, 1/8" minimum thick, 7" high. Color to match cove base and stair nosing.
- D. Primers, Adhesives, seam sealers: Waterproof, water based non-flammable, mildew resistant as recommended in writing by the carpet manufacturer for heavy duty commercial traffic, direct adhering to existing concrete or wood subfloors with "zero" (V.O.C.) emission conforming to Carpet Research Institute Green label guidelines.
- E. Adhesives for Owner-Furnished Carpet: Waterproof, water based, non-flammable, as recommended by manufactures for their product, compatible with materials being adhered; maximum VOC of "zero"; CRI Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable. Provide adhesive as recommended by manufacturer at cut tiles.
- F. LokWorx connectors: As Manufactured by Shaw.
- G. Carpet edge guards, non-metallic - Extruded or molded heavy duty vinyl or rubber carpet edge guard or transition strip of size and profile required by conditions, and with minimum two inch wide anchorage flange; colors selected by Owner from among standard colors available within the industry.

PART 3 - EXECUTION

3.1 REMOVAL AND REPLACEMENT OF EQUIPMENT AND FURNISHINGS

- A. Reference Summary of Work Section 01010 for this work.

3.2 DEMOLITION AND REMOVAL OF EXISTING FLOORING MATERIALS:

- A. Cover all smoke detectors within the area of Work prior to the commencement of the Work to prevent accidental alarm events. Remove covers at the end of each shift and re-cover prior to the commencement of Work the next day. Continue until Work is Substantially Complete.
- B. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- C. Provide protection required to prevent damage to existing finishes and equipment to remain. Restore to original condition all work damaged or otherwise made defective in appearance or function by the execution of demolition work.
- D. Provide, erect, and maintain temporary barriers and security devices as needed to segregate construction areas from occupied areas. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke to provide for Owner's occupancy as specified in Section 01010 Summary of Work. Coordinate demolition work with Owner to ensure that the facility outside of construction area remains clean and functional during Normal Business Hours.
- E. Remove and store in a protected area items noted to be removed and reinstalled, and items noted to be removed and salvaged for the Owner. Remove materials to be re-installed or salvaged in such a manner to prevent damage
- F. Remove demolished materials from site as work progresses. Transport from building site and legally dispose of off site in accordance with all local, state, and federal requirements. Transport removed materials through occupied areas on rubber tired trucks or dollies and properly cover to minimize damage to adjacent materials. Upon completion of Work each shift, leave areas of Work in the level of cleanliness in which they were found.
- G. No asbestos abatement is anticipated for this project. Should Contractor believe that hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution, and contact Owner immediately.

3.3 PREPARATION

- A. Clean subfloor to remove existing flooring, old adhesive, grout, dirt, loose particles, oil, grease, curing compounds, and other foreign material detrimental to the adhesion and level laying of new carpet. Old adhesive must be removed per manufacturer's recommendations prior to any installation of modular carpet. As necessary, and when cutback adhesive is present or existing adhesive has indications of plasticization, or PVC backed products are being installed then the manufacturer's approved sealer must be applied after the old adhesive has been properly removed.
- B. Fill holes and cracks over 1/8 inch with filler approved by carpet manufacturer. Allow filler to dry as recommended by filler manufacturer before installing carpet.
- C. Sand or grind smooth and fill uneven joints and rough areas to feather edge within plus or minus 1/32 inch.

- D. As necessary, seal the floor with a manufacturer approved sealing compound.
- E. Vacuum or damp mop substrate immediately prior to carpet installation.
- F. Coordinate product delivery, product unloading and product staging with Owner. As necessary, store surplus material off site until needed at the job site to maintain a clutter free environment. Carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees

3.4 EXAMINATION

- A. Examine surfaces to receive carpeting for defects that will adversely affect the Work, and for deviations beyond allowable tolerances.
- B. Start of work shall mean approval of the interfacing surfaces as capable of producing an acceptable job.

3.5 CARPET INSTALLATION

- A. General
 - 1. Installation Format: Coordinate with owner prior to commencement of work for format installation determination. (i.e. brick-ashlar, quarter-turn, monolithic, etc.)
 - 2. Inspect carpet before laying for streaking, shading spots, soil, dye lot differences, tufts; and no visible difference in side and end uniformity or other defects. Do not lay defective carpet.
 - 3. Comply with manufacturer's instructions and recommendations (reference Shaw and/or InterFace Installations at the end of this Section) and in accordance with the Carpet and Rug Institute's Installation Standard, and approved submittals. Apply using the LokDot and/or TacTile method.
 - 4. Provide cut outs where required. Conceal cut edges with protective edge guards or overlapping flanges.
 - 5. Install edging guard at all openings and doors wherever carpet terminates, unless indicated otherwise.
 - 6. Cutting shall be done in accordance with the manufacturer's recommendation, using the tools designed for the carpet being installed. Always secure cut tiles with adhesive
 - 7. Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of 4'0" of feather.
 - 8. Expansion joints - Do not bridge building expansion joints with continuous carpeting.
 - 9. Run carpet under open bottom items such as heating convectors and install tight against walls, columns and cabinets so that the entire floor area is covered with carpet. Cover over all floor type door closures. Install carpet under removable flanges, furnishings, Contractor installed public and witness seating, and into alcoves and closets of each space
 - 10. Remove any adhesive that dries or films over before use.
 - 11. Run carpet over treads and risers of stairs, cutting out for specified or existing stair nosing.
 - 12. Neatly trim and remove any loose threads or tufts. Completed installation shall be smooth, continuously adhered and free from wrinkles, buckles, frayed areas, distortion, runs, and frays.

3.6 RUBBER COVE BASE, RISERS AND SKIRT INSTALLATION

- A. Unless except at wood finishes, install rubber cove base at all permanent vertical surfaces adjacent to new carpet: walls, columns and casework. Install in cabinet toe spaces of areas schedule for base.
- B. Fit joints tightly and make vertical. Maintain a minimum of 72" inches between joints.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Corners: Install manufactured inside and outside corners. Extend base in one piece at least 72 inches beyond corner.
- E. Use rubber risers and skirts at stairs over one level change.

3.7 CARPET EDGE TRIM STRIP INSTALLATION

- A. Install over carpet edges at junctions of different types or heights of carpet or different flooring materials and where carpet edge does not abut a vertical surface.
- B. Anchor strip with expansion anchor type screws at concrete at 12 inches maximum. Adhesive is not acceptable.
- C. Place trim over carpet joints under closed door position where carpet meets different flooring materials at a door.
- D. Install an edge trim or transition strip that will appropriately bridge the difference in height and type between flooring materials, or in some areas between flooring and exposed subfloor.
- E. Transition Strips under doorways are to be removed and reinstalled after carpet is installed continuous underneath. Contractor shall be responsible for replacement of transition strips to match existing if damaged prior to, or as a result of, the Work

3.8 STAIR NOSING INSTALLATION

- A. Install on nose of stairs, platforms and other elevation changes. Provide one full piece at stair nose from wall to wall. Fit joints tightly at other conditions. Adhere with glue appropriate for high traffic applications. Provide nosing appropriate to materials and conditions of installation.

3.9 CLEAN UP

- A. Dispose of surplus materials, except the following to be delivered to Owner's storage facility as described in Part 1.
 - 1. LokWorx
 - 2. Full carpet planks, and cuttings over ½ of plank.
 - 3. Full carpet tiles, and cuttings over ½ of a tile.
 - 4. Full width stair nosings, and rubber base over 4' long.
- B. Leave carpet and adjacent surfaces clean and free from adhesives or soil spots.
- C. At the completion of the work every shift: Vacuum carpet using commercial dual motor vacuum of type recommended by carpet manufacturer. Remove spots and replace carpet where spots cannot be removed. Remove rejected carpeting and replace with new carpeting. Remove any

protruding yarns with shears or sharp scissors. Leave areas of Work in the level of cleanliness in which they were found prior to the beginning of the shift.

- D. Replace furniture and equipment relocated to original locations at the end of each shift, except as approved by Owner.

3.10 INSPECTION

- A. Upon completion of the installation, verify that work is complete, properly installed and acceptable.
- B. Preliminary Acceptance - Upon completion of the carpet installation, it shall be inspected by Owner.

3.11 PROTECTION

- A. Do not install sheet plastic over carpet for protection, if needed use non-staining Kraft protection paper.

END OF SECTION

LokWorx Specification

LokWorx is a pressure sensitive adhesive for the installation of EcoWorx carpet tile. This non-toxic and odorless system provides an alternative to wet adhesive, virtually eliminating the issue of VOCs (Volatile Organic Compounds), and provides ease and versatility of installation.

LokWorx can be applied to the corner of a tile for floating or center applied and adhered to the floor for attached installations. The box serves as the dispenser making LokWorx easy to store, maintain and use. Floor preparation is limited to smoothing floor and clearing dust and debris.

Application (500 tabs per applicator box)

	Application	Tabs required per tile box
Adhered Application	apply 1 square per 24x24 in the center of the tile	12
	apply 2 squares per 18x36 in the center of the tile	20
	apply 2 squares per 9x36 in the center of the tile	40
	apply 3 squares per 12x48 in the center of the tile	36
	apply 1 square per hexagon in the center of the tile	12
	apply 1 square rhombus in the center of the tile	16
Installations will require extra LokWorx for perimeter tiles. Installations must be rolled with 75lb roller.		
Floating Application	apply 1/4 square to corner of 24x24 in tile	12
	apply 1/4 squares to 4 corners and 1/2 square per long side of 18x36 tile	20
	apply 1/4 squares to 4 corners and 1/2 square per long side of 9x36 tile	40
	apply 1/4 squares to 4 corners and 1/2 square per length of 12x48 tile	36
	apply 1/4 square to 4 corners of hexagon tile	12
	apply 1/4 square to 4 corners of rhombus tile	16
Perimeter of floating installation must be secured. An additional 25% LokWorx tabs should be ordered to account for perimeter cut tiles, site layout and tile shapes / sizes. Installations must be rolled with 75 lb. roller		



Environmental

Virtually VOC free

Green Label Plus Certified GLP01642

Warranty

One year commercial limited warranty

Installation

For detailed installation instructions, refer to Lokworx guidelines or call 800.471.7429.

Storage	Unlimited shelf life. Store under 120 degrees
Moisture Testing	Up to 5 pounds, 85% RH and 12 pH
Approved Subfloors:	VCT,VAT,terrazzo,raised access floors,finished hardwood.

Floor Prep:	level and clean - refer to full installation guidelines for more information
Application:	Apply tabs according to application chart and roll with a 75lb. roller
Safety Data Sheet:	Not required. This item is an article

A photograph of a male worker in a workshop. He is wearing a light-colored t-shirt, dark pants with yellow trim, safety glasses, and blue gloves. He is leaning over a workbench, using a pneumatic tool (possibly a riveter or nutrunner) on a metal component. The background shows industrial equipment and a yellow structure.

Laborers' & Mechanics' Minimum Rates of Pay

Effective September 1, 2017
Issue 35

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

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

September 1, 2017

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, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2017.

All projects with a final bid date of September 11, 2017, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A handwritten signature in black ink, reading "Heidi Drygas".

Heidi Drygas
Commissioner

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

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

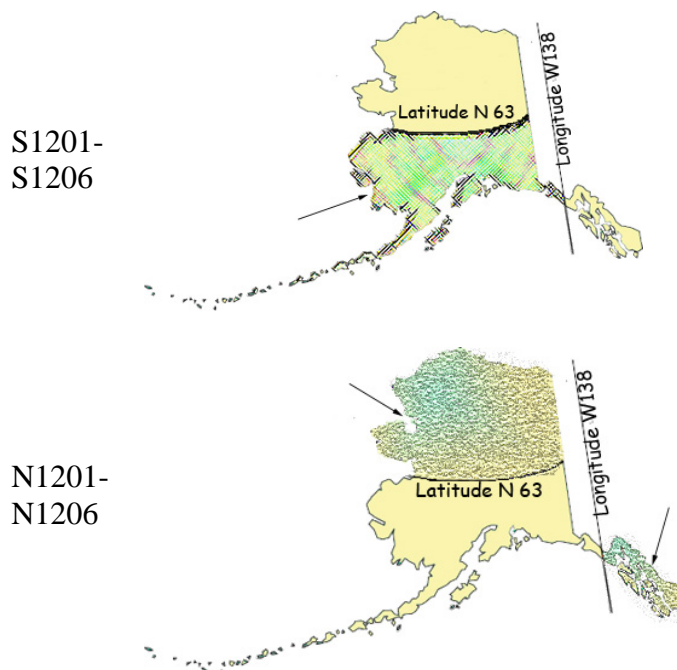
Sec. 36.05.900. Definition.

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

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

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



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers' and Mechanics' Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department's existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**** NEW ** APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

Boilermakers	Elevator Constructors & Mechanics	Plumbers and Pipefitters
Bricklayers	Insulation Workers	Roofers
Carpenters	Ironworkers	Sheetmetal Workers
Cement Masons	Laborers	Surveyors

Culinary Workers
Electricians
Equipment Operators

Mechanics
Millwrights
Painters
Piledriving Occupations

Sprinkler Fitters
Truck Drivers
Tug Boat Workers
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: anchorage.lss-wh@alaska.gov

LABOR STANDARDS REGULATIONS
NOTICE REQUEST

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

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

Request any of the following *PUBLICATIONS* by checking below:

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

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 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 & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

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

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

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

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

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

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

Company Name

Debarment Expires

Bengal Groups, LLC
Mohammed Ali, Individual
Fry’s Services, LLC
John Paul Freie, Individual
Pyramid Audio & Video, Ltd.
Jeffrey P. Schneider, Individual

November 3, 2017
November 3, 2017
November 16, 2017
November 16, 2017
June 19, 2018
June 19, 2018

Laborers' & Mechanics' Minimum Rates of Pay

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

						VAC	SAF	
A0101	Boilermaker (journeyman)	44.26	8.57	15.34	1.60	3.00	0.34	73.11

Bricklayers & Blocklayers

**See note on last page if remote site

						L&M		
A0201	Blocklayer	40.81	9.53	8.50	0.55	0.15	0.61	60.15

Bricklayer

Marble or Stone Mason

Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)

Terrazzo Worker

Tile Setter

						L&M		
A0202	Tuck Pointer Caulker	40.81	9.53	8.50	0.55	0.15	0.61	60.15

Cleaner (PCC)

						L&M		
A0203	Marble & Tile Finisher	34.79	9.53	8.50	0.55	0.15	0.61	54.13

Terrazzo Finisher

						L&M		
A0204	Torginal Applicator	38.83	9.53	8.50	0.55	0.15	0.61	58.17

Carpenters, Statewide

**See note on last page if remote site

						L&M	SAF	
A0301	Carpenter (journeyman)	38.34	9.78	14.56	0.70	0.10	0.15	63.63

Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

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

Application of Sealing Compound

Application of Underlayment

Building, General

Cement Mason (journeyman)

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

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

**See note on last page if remote site

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

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

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

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

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

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

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

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

**See note on last page if remote site

S0401	Group I, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
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Application of Sealing Compound
Application of Underlayment
Building, General
Cement Mason (journeyman)
Concrete
Concrete Paving
Curb & Gutter, Sidewalk
Curing of All Concrete
Grouting & Caulking of Tilt-Up Panels
Grouting of All Plates
Patching Concrete
Screed Pin Setter
Spackling/Skim Coating

S0402	Group II, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
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Form Setter

S0403	Group III, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
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Concrete Saw (self-powered)
Curb & Gutter Machine
Floor Grinder
Pneumatic Power Tools
Power Chipping & Bushing
Sand Blasting Architectural Finish
Screed & Rodding Machine Operator
Troweling Machine Operator

S0404	Group IV, including:	37.25	7.43	11.80	1.18	L&M	0.10	57.76
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Application of All Composition Mastic
Application of All Epoxy Material
Application of All Plastic Material
Finish Colored Concrete
Guniting Nozzleman
Hand Powered Grinder
Tunnel Worker

S0405	Group V, including:	37.50	7.43	11.80	1.18	L&M	0.10	58.01
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Plasterer

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers * See note on last page							
A0501	Baker/Cook	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 note on last page if remote site							
A0601	Assistant Engineer	39.51	9.30	12.25	1.00	L&M 0.10	62.16
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.35	9.30	12.25	1.00	L&M 0.10	61.00
A0603	Fireman	38.79	9.30	12.25	1.00	L&M 0.10	61.44
A0605	Leverman Clamshell	42.04	9.30	12.25	1.00	L&M 0.10	64.69
A0606	Leverman Hydraulic	40.28	9.30	12.25	1.00	L&M 0.10	62.93
A0607	Mate & Boatman	39.51	9.30	12.25	1.00	L&M 0.10	62.16
A0608	Oiler (dredge)	38.79	9.30	12.25	1.00	L&M 0.10	61.44
Electricians							

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							
A0701	Inside Cable Splicer	39.82	12.67	13.01	0.95	L&M 0.20 LEG 0.15	66.80
A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.67	13.25	0.95	L&M 0.20 LEG 0.15	66.71
A0703	Power Cable Splicer	52.27	12.67	18.76	0.95	L&M 0.20 LEG 0.15	85.00
A0704	Tele Com Cable Splicer	47.45	12.67	15.44	0.95	L&M 0.20 LEG 0.15	76.86
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.67	18.71	0.95	L&M 0.20 LEG 0.15	83.20
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.67	15.39	0.95	L&M 0.20 LEG 0.15	75.06
A0707	Straight Line Installer - Repairman	45.70	12.67	15.39	0.95	L&M 0.20 LEG 0.15	75.06
A0708	Powderman	48.52	12.67	18.65	0.95	L&M 0.20 LEG 0.15	81.14
A0710	Material Handler	26.57	11.97	4.80	0.15	L&M 0.15 LEG 0.15	43.79
A0712	Tree Trimmer Groundman	27.17	12.67	11.56	0.15	L&M 0.15 LEG 0.15	51.85
A0713	Journeyman Tree Trimmer	35.84	12.67	11.82	0.15	L&M 0.15 LEG 0.15	60.78
A0714	Vegetation Control Sprayer	39.29	12.67	11.92	0.15	L&M 0.15 LEG 0.15	64.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.67	12.96	0.95	L&M 0.20 LEG 0.15	65.00

Elevator Workers

A0802	Elevator Constructor	37.63	15.28	15.71	0.60	L&M 0.30 VAC 3.43	72.95
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;
PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;
VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Elevator Workers								
A0803	Elevator Constructor Mechanic	53.76	15.28	15.71	0.60	L&M 0.30	VAC 5.97	91.62
Heat & Frost Insulators/Asbestos Workers								
**See note on last page if remote site								
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	9.51	1.20	SAF 0.12		58.75
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	9.51	1.20	SAF 0.12		58.75
A0904	Insulator, Group II	38.68	9.24	9.51	1.20	SAF 0.12		58.75
A0905	Fire Stop	38.68	9.24	9.51	1.20	SAF 0.12		58.75
IronWorkers								
**See note on last page if remote site								
A1101	Ironworkers, including:	37.25	8.33	20.53	1.57	L&M 0.20	IAF 0.36	68.24
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
A1102	Helicopter	38.25	8.33	20.53	1.57	L&M 0.20	IAF 0.36	69.24
	Tower (energy producing windmill type towers to include nacelle and blades)							
A1103	Fence/Barrier Installer	33.75	8.33	20.28	1.47	L&M 0.20	IAF 0.36	64.39
	Guard Rail Installer							
A1104	Guard Rail Layout Man	34.49	8.33	20.28	1.47	L&M 0.20	IAF 0.36	65.13

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

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

**See note on last page if remote site

						L&M	LEG	
N1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20	57.47
	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, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							
N1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47

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

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

**See note on last page if remote site

						L&M	LEG	
N1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47

Burning & Cutting Torch
 Cement or Lime Dumper or Handler (sack or bulk)
 Certified Erosion Sediment Control Lead (CESCL Laborer)
 Choker Splicer
 Chucktender (wagon, air-track & hydraulic drills)
 Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
 Culvert Pipe Laborer
 Cured Inplace Pipelayer
 Environmental Laborer (asbestos, marine work)
 Foam Gun or Foam Machine Operator
 Green Cutter (dam work)
 Guniting Operator
 Hod Carrier
 Jackhammer or Pavement Breaker (more than 45 pounds)
 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:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

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 note on last page if remote site

						L&M	LEG	
N1203	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

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

						L&M	LEG	
N1204	Group IIIA	35.73	8.21	17.06	1.25	0.20	0.20	62.65

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

						L&M	LEG	
N1205	Group IV	20.12	8.21	17.06	1.25	0.20	0.20	47.04

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	39.27	5.50	17.06	1.25	0.20	0.20	63.48

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

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

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20	57.47

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, grouting, curing, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger
Dumpman
Environmental Laborer (hazard/toxic waste, oil spill)

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

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

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	30.55	8.21	17.06	1.25	0.20	0.20	57.47
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscape or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Foam Gun or Foam Machine Operator							

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

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

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	31.55	8.21	17.06	1.25	0.20	0.20	58.47

Green Cutter (dam work)
Gunit Operator
Hod Carrier
Jackhammer or Pavement Breaker (more than 45 pounds)
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
S1203	Group III, including:	32.45	8.21	17.06	1.25	0.20	0.20	59.37

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	35.73	8.21	17.06	1.25	0.20	0.20	62.65

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
Licensed Powderman

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Laborers (The area that is south of N63 latitude and west of W138 longitude)								
**See note on last page if remote site								
S1204	Group IIIA	35.73	8.21	17.06	1.25	L&M	LEG	62.65
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
S1205	Group IV	20.12	8.21	17.06	1.25	L&M	LEG	47.04
	Final Building Cleanup							
	Permanent Yard Worker							
S1206	Group IIIB	39.27	5.50	17.06	1.25	L&M	LEG	63.48
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							
Millwrights								
A1251	Millwright (journeyman)	36.74	9.78	12.21	1.00	L&M		60.18
A1252	Millwright Welder	37.74	9.78	12.21	1.00	L&M		61.18
Painters, Region I (North of N63 latitude)								
**See note on last page if remote site								
N1301	Group I, including:	31.99	8.11	11.10	1.08	L&M		52.35
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
N1302	Group II, including:	32.51	8.11	11.10	1.08	L&M		52.87
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Painters, Region I (North of N63 latitude)								
**See note on last page if remote site								
N1302	Group II, including:	32.51	8.11	11.10	1.08	L&M		52.87
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							
N1304	Group IV, including:	38.63	8.11	13.23	1.05	L&M		61.07
	Glazier							
	Storefront/Automatic Door Mechanic							
N1305	Group V, including:	29.23	8.11	5.02	0.83	L&M		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Painters, Region II (South of N63 latitude)								
**See note on last page if remote site								
S1301	Group I, including :	30.23	8.11	10.85	1.08	L&M		50.34
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							
S1302	Group II, including :	31.48	8.11	10.85	1.08	L&M		51.59
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							
S1303	Group III, including :	31.58	8.11	10.85	1.08	L&M		51.69
	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
Painters, Region II (South of N63 latitude)								
**See note on last page if remote site								
S1303	Group III, including :	31.58	8.11	10.85	1.08	L&M		51.69
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	38.63	8.11	12.48	1.08	L&M		60.37
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	29.23	8.11	5.02	0.83	L&M		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Piledrivers								
**See note on last page if remote site								
A1401	Piledriver	38.34	9.78	14.56	0.70	L&M		63.63
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	39.34	9.78	14.56	0.70	L&M		64.63
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	9.78	14.56	0.70	L&M		67.94
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) ***See note on last page	82.45	9.78	14.56	0.70	L&M		107.74
A1405	Diver (standby) ***See note on last page	42.65	9.78	14.56	0.70	L&M		67.94
A1406	Dive Tender ***See note on last page	41.65	9.78	14.56	0.70	L&M		66.94

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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Piledrivers

**See note on last page if remote site

						L&M	IAF	
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	9.78	14.56	0.70	0.10	0.15	69.19

Plumbers, Region I (North of N63 latitude)

						L&M	S&L	
N1501	Journeyman Pipefitter	40.91	8.25	15.75	1.25	1.10		67.26

Plumber

Welder

Plumbers, Region II (South of N63 latitude)

						L&M		
S1501	Journeyman Pipefitter	39.00	9.58	13.87	1.25	0.20		63.90

Plumber

Welder

Plumbers, Region IIA (1st Judicial District)

						L&M		
X1501	Journeyman Pipefitter	38.02	13.37	11.25	2.50	0.24		65.38

Plumber

Welder

Power Equipment Operators

**See note on last page if remote site

						L&M		
A1601	Group I, including:	40.28	9.30	12.25	1.00	0.10		62.93

Asphalt Roller: Breakdown, Intermediate, and Finish

Back Filler

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine

Boat Coxswain

Bulldozer

Cableways, Highlines & Cablecars

Cleaning Machine

Coating Machine

Concrete Hydro Blaster

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

Power Equipment Operators

**See note on last page if remote site

							L&M	
A1601	Group I, including:	40.28	9.30	12.25	1.00	0.10		62.93

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

Operator on Dredges

Piledriver Engineer, L.B. Foster, Puller or similar paving breaker

Plant Operator (Asphalt & Concrete)

Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)

Remote Controlled Equipment

Scraper (through 40 yards)

Service Oiler/Service Engineer

Shot Blast Machine

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

Power Equipment Operators

**See note on last page if remote site

A1601	Group I, including:	40.28	9.30	12.25	1.00	L&M 0.10	62.93
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Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
Sideboom (under 45 tons)
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)
Sub Grader (Gurries, Reclaimer & similar types)
Tack Tractor
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
Unlicensed Off-Road Hauler
Wate Kote Machine

A1602	Group IA, including:	42.04	9.30	12.25	1.00	L&M 0.10	64.69
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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:	39.51	9.30	12.25	1.00	L&M 0.10	62.16
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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
Power Equipment Operators								
**See note on last page if remote site								
A1603	Group II, including:	39.51	9.30	12.25	1.00	L&M	0.10	62.16
	Sideboom (cradling rock drill, regardless of size)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
A1604	Group III, including:	38.79	9.30	12.25	1.00	L&M	0.10	61.44
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power							
	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:	32.58	9.30	12.25	1.00	L&M	0.10	55.23
	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 note on last page if remote site								
							L&M	
A1605	Group IV, including:	32.58	9.30	12.25	1.00	0.10		55.23
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
**See note on last page if remote site								
							L&M	
A1701	Roofer & Waterproofer	44.62	11.75	2.91	0.81	0.10	0.03	60.22
							L&M	
A1702	Roofer Material Handler	31.23	11.75	2.91	0.81	0.10	0.03	46.83
Sheet Metal Workers, Region I (North of N63 latitude)								
							L&M	
N1801	Sheet Metal Journeyman	47.74	10.80	11.25	1.45	0.12		71.36
	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)								

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)								
S1801	Sheet Metal Journeyman	42.00	10.80	12.61	1.43	L&M 0.40		67.24
	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								
A1901	Sprinkler Fitter	46.00	9.17	13.65	0.47	L&M 0.25		69.54
Surveyors								
	**See note on last page if remote site							
A2001	Chief of Parties	42.81	10.58	11.39	1.15	L&M 0.10		66.03
A2002	Party Chief	41.22	10.58	11.39	1.15	L&M 0.10		64.44
A2003	Line & Grade Technician/Office Technician	40.62	10.58	11.39	1.15	L&M 0.10		63.84
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.50	10.58	11.39	1.15	L&M 0.10		61.72
A2005	Stake Hop/Grademan	38.50	10.58	11.39	1.15	L&M 0.10		61.72

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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Surveyors

**See note on last page if remote site

A2006	Chain Person (for crews with more than 2 people)	34.16	10.58	11.39	1.15	L&M 0.10		57.38
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.59	10.58	11.39	1.15	L&M 0.10		62.81
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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
Material Coordinator and Purchasing Agent
Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
Semi with Double Box Mixer
Tireman, Heavy Duty/Fueler
Water Wagon (250 Bbls and above)

A2102	Group 1A including:	40.86	10.58	11.39	1.15	L&M 0.10		64.08
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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:	38.33	10.58	11.39	1.15	L&M 0.10		61.55
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All Deltas, Commanders, Rollagons, & similar equipment
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)
Lowboys (including attached trailers & jeeps up to & including 8 axles)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Truck Drivers								
**See note on last page if remote site								
A2103	Group II, including:	38.33	10.58	11.39	1.15	L&M		61.55
	Mechanics							
	Partsman							
	Ready-mix (up to & including 12 yards)							
	Stringing Truck							
	Turn-O-Wagon or DW-10 (not self loading)							
A2104	Group III, including:	37.51	10.58	11.39	1.15	L&M		60.73
	Batch Trucks (8 yards & up)							
	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							
	Oil Distributor Driver							
	Thermal Plastic Layout Technician							
	Traffic Control Technician							
	Trucks/Jeeps (push or pull)							
A2105	Group IV, including:	36.93	10.58	11.39	1.15	L&M		60.15
	Air Cushion or similar type vehicle							
	All Terrain Vehicle							
	Buggymobile							
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)							
	Bus Operator (over 30 passengers)							
	Combination Truck-Fuel & Grease							
	Compactor (when pulled by rubber tired equipment)							
	Dump Trucks (including rockbuggy, 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)							

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 note on last page if remote site

							L&M	
A2105	Group IV, including:	36.93	10.58	11.39	1.15	0.10		60.15

Loadmaster (air & water operations)
Lumber Carrier
Ready-mix, (up to & including 7 yards)
Rigger (air/water/oilfield)
Semi or Truck & Trailer
Tireman, Light Duty
Track Truck Equipment
Truck Vacuum Sweeper
Warehouseperson
Water Truck (Below 250 Bbls)
Water Truck (straight)
Water Wagon, Semi

							L&M	
A2106	Group V, including:	36.17	10.58	11.39	1.15	0.10		59.39

Batch Truck (up to & including 7 yards)
Buffer Truck
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing
Attachments (up to & including 5 tons)
Bus Operator (up to 30 passengers)
Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)
Flat Beds, Single Rear Axle
Foam Distributor Truck Single Axle
Fuel Handler (station/bulk attendant)
Gear/Supply Truck
Gravel Spreader Box Operator on Truck
Hydro Seeders, Single axle
Pickups (pilot cars & all light-duty vehicles)
Rigger/Swamper
Tack Truck
Team Drivers (horses, mules, & similar equipment)

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

**See note on last page if remote site

							L&M	LEG	
N2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	0.20		60.53

Brakeman
Mucker
Nipper

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	0.20	60.53

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:	34.71	8.21	17.06	1.25	0.20	0.20	61.63

Burning & Cutting Torch

Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Jackhammer

Laser Instrument Operator

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

						L&M	LEG	
N2203	Group III, including:	35.70	8.21	17.06	1.25	0.20	0.20	62.62

Miner

Retimberman

						L&M	LEG	
N2204	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	0.20	66.22

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)

Licensed Powderman

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
N2206	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	0.20	67.41

Federally Licensed Powderman (Responsible Person in Charge)

Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

**See note on last page if remote site

						L&M	LEG	
S2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	0.20	60.53

Brakeman

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

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

**See note on last page if remote site

						L&M	LEG	
S2201	Group I, including:	33.61	8.21	17.06	1.25	0.20	0.20	60.53

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

						L&M	LEG	
S2202	Group II, including:	34.71	8.21	17.06	1.25	0.20	0.20	61.63

Burning & Cutting Torch
Certified Erosion Sediment Control Lead (CESCL Laborer)
Concrete Laborer
Jackhammer
Laser Instrument Operator
Nozzlemen, Pumpcrete or Shotcrete
Pipelayer Helper

						L&M	LEG	
S2203	Group III, including:	35.70	8.21	17.06	1.25	0.20	0.20	62.62

Miner
Retimberman

						L&M	LEG	
S2204	Group IIIA, including:	39.30	8.21	17.06	1.25	0.20	0.20	66.22

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

						L&M	LEG	
S2206	Group IIIB, including:	43.20	5.50	17.06	1.25	0.20	0.20	67.41

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

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

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 note on last page if remote site							
A2207	Group I	44.31	9.30	12.25	1.00	L&M 0.10	66.96
A2208	Group IA	46.24	9.30	12.25	1.00	L&M 0.10	68.89
A2209	Group II	43.46	9.30	12.25	1.00	L&M 0.10	66.11
A2210	Group III	42.67	9.30	12.25	1.00	L&M 0.10	65.32
A2211	Group IV	35.84	9.30	12.25	1.00	L&M 0.10	58.49

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

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

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