

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Supplemental Conditions (EJCDC C-800)

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor **one** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **25 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash

drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any

claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

- c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at a mutually agreed upon price) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No Reports Available	N/A	N/A

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No Reports Available	N/A	N/A

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **the City of Dillingham’s office** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No Reports Available	N/A	N/A

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
No Reports Available	N/A	N/A

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).
3. *Required Warranty Bond Form:* The warranty bond that Contractor furnishes will be in the form of EJCDC® C-612, Warranty Bond (2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None.
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Used
Bodily injury by disease—aggregate	Not Used
Employer’s Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	Not Used

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. Damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,

2. Damages insured by reasonably available personal injury liability coverage, and
 3. Damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000
Products—Completed Operations Aggregate	Not Used
Personal and Advertising Injury	Not Used
Bodily Injury and Property Damage—Each Occurrence	Not Used

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	Not Used
General Aggregate	Not Used

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	Not Used
Annual Aggregate	Not Used

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	Not Used
Aggregate	Not Used

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	Not Used
General Aggregate	Not Used

- Q. *Other Required Insurance:* None.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance is not required.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be: 7:00 AM to 7:00 PM.
2. Owner's legal holidays are: None.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Sunday through Saturday."

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

No Supplementary Conditions in this Article.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Attorneys' Fees*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version DC or later			
DWG	Autodesk® AutoCAD .dwg format Version 2019			
DOC	Microsoft® Word .docx format Version 2016			
EXC	Microsoft® Excel .xls or .xml format Version 2016			
DB	Microsoft® Access .mdb format Version 2016			

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ADOL Pamphlet 400 (November 2018)

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Title 36

Public Contracts

Wage and Hour Administration Pamphlet 400

Statutes Regulations

November 2018

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



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**



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

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

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

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

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

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

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

TITLE 36. Public Contracts

Wage and Hour Administration

Pamphlet 400 - Statutes and Regulations

November 2018

State of Alaska

Alaska Department of Labor and Workforce Development

Labor Standards and Safety Division

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Disclaimer:

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

**ALASKA STATUTES
TITLE 36. PUBLIC CONTRACTS**

CHAPTER 05. WAGES AND HOURS OF LABOR.

Section:

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

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

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

Sec. 36.05.020. Basis for determining wage.

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

(§ 14-2-2 ACLA 1949)

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

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

(1) conduct investigations and hold hearings concerning wages;

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

(3) adopt regulations.

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

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

Sec. 36.05.035. Notification of contract awards.

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

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

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

(§ 3 ch 142 SLA 1972)

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

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

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

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

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

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

(c) A contracting agency

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

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

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

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

(§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

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

(a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

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

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

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

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

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

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

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

(B) the rates of wages in fact received by laborers, mechanics or field surveyors.

(§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976; am § 1 ch 28 SLA 2011)

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to

proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.
(§2 Ch 52 SLA 1959)

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

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

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, the mechanics or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.
(§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972; am § 1 ch 28 SLA 2011)

Sec. 36.05.100. Effect of AS 36.05.070 - 36.05.110 on other laws.

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

Sec. 36.05.110. Contracts entered into without advertising.

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

ARTICLE 2. GENERAL PROVISIONS

Section:

900. Definition

Sec. 36.05.900. Definition.

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

CHAPTER 10. EMPLOYMENT PREFERENCE

Section:

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

Sec. 36.10.005. Legislative findings.

- (a) The legislature finds that
 - (1) because of its unique climate and its distance from the contiguous states, the state has historically suffered from unique social, seasonal, geographic, and economic conditions that result in an unstable economy;
 - (2) the unstable economy is a hardship on the residents of the state and is aggravated by the large numbers of seasonal and transient nonresident workers;
 - (3) the rate of unemployment among residents of the state is one of the highest in the nation;
 - (4) the state has one of the highest ratios of nonresident to resident workers in the nation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The legislature further finds that

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

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

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

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

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

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

(d) The legislature finds that

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

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

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

Sec. 36.10.007. State policy.

It is the policy of this state that, to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the state will grant an employment preference to residents when the state is acting as a market participant.

(§ 1 ch 69 SLA 1985)

Sec. 36.10.020. Apprentices.

Apprentices must be properly registered apprentices in their particular craft.

(§ 1c ch 177 SLA 1960)

Sec. 36.10.030. Reduction of work force.

When a work force is reduced, resident workers, except supervisory personnel, shall be terminated last.

(§ 1d ch 177 SLA 1960)

Sec. 36.10.040. Application to contracts involving federal funds.

In a contract involving expenditure of federal aid funds, this chapter may not be enforced in a manner that conflicts with federal statutes giving preference to veterans or prohibiting other preferences or discriminations among United States citizens.

(§ 2 ch 177 SLA 1960)

Sec. 36.10.070. Unavailability of preferred workers.

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

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

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

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

Sec. 36.10.075. Regulations.

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

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

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

Sec. 36.10.076. Notifications by state or political subdivision.

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

(§ 3 ch 208 SLA 1972)

Sec. 36.10.080. Chapter incorporated in contracts.

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

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

Sec. 36.10.090. Publication of list of violators.

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

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

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

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

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

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

Sec. 36.10.100. Retainage and Penalty.

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

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

Sec. 36.10.120. Investigations and hearings.

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

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

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

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

Sec. 36.10.125. Enforcement.

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

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

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

(2) the specific violation complained of; and

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

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

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

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

Sec. 36.10.130. Resident hire report.

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

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

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

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

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

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

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

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

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

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

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

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

(§ 5 ch 33 SLA 1986)

Sec. 36.10.150. Determination of zone of under-employment.

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

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

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

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

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

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

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

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

Sec. 36.10.180. Projects subject to preference.

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

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

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

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

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

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

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

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

(c) The commissioner shall define the boundaries of a zone within which a preference applies.
(§ 5 ch 33 SLA 1986; am § 2 ch 80 SLA 1993)

Sec. 36.10.190. Reporting provisions.

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

Sec. 36.10.200. Criminal penalties.

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

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

Sec. 36.10.210. Civil penalties.

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

(1) made a false sworn statement; or

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

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

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

Sec. 36.10.900. Severability.

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

persons or circumstances shall not be affected by the holding. The remainder shall be enforced to the greatest extent constitutionally permissible under the constitutions of the United States and the State of Alaska.
(§ 5 ch 33 SLA 1986)

Sec. 36.10.990. Definitions.

In this chapter

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

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

CHAPTER 15. ALASKA PRODUCT PREFERENCES.

ARTICLE 1. FOREST PRODUCTS PREFERENCE

Section:

10. Use of local forest products required in projects financed by public money
20. Insertion of clause in calls for bids and in contracts

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

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

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

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

CHAPTER 25. CONTRACTORS' BONDS.

Section:

10. Bonds of contractors for public buildings or works
20. Rights of persons furnishing labor or material
25. Optional municipal exemption

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 36.25.025. Optional municipal exemption.

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

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

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

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

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

(§ 1 ch 81 SLA 1978)

CHAPTER 95. GENERAL PROVISIONS

Section:

10. Definitions

Sec. 36.95.010. Definitions.

In this title, unless the context requires otherwise,

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

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

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

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

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

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

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

(7) "wages" includes fringe benefits.

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

**ALASKA ADMINISTRATIVE CODE
TITLE 8. LABOR**

PART 2. RESIDENT EMPLOYMENT

CHAPTER 30. PUBLIC CONTRACTS.

Article:

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

ARTICLE 1. WAGES AND HOURS.

Section:

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

8 AAC 30.010. Notification of Contract Awards.

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

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

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

Authority: AS 36.05.030 AS 36.05.035

8 AAC 30.020. Certified Payroll.

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

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

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

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

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

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

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

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

Authority: AS 36.05.030 AS 36.05.040
AS 36.10.075

Editor's Note:

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

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

8 AAC 30.025. Fringe Benefit Contributions.

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

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

(1) plan contributions must be

(A) irrevocable;

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

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

(D) non-discretionary;

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

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

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

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

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

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

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

(1) a copy of the plan;

(2) a copy of the plan adoption agreement;

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030

AS 36.05.070

8 AAC 30.027. Notice of violation requiring withholding.

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

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

Authority: AS 23.05.060 AS 36.05.030

AS 36.05.070

8 AAC 30.030. Notification of withholding accrued payments.

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

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

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

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

(3) contractor's name and address;

(4) address of construction site;

(5) job classification being underpaid;

(6) wage rate required by contract; and

(7) wage rate actually being paid.

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

Authority: AS 36.05.030 AS 36.05.070

8 AAC 30.040. Notification of Termination of Contract.

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

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

- (1) name of state agency or political subdivision of the state that awarded the contract;
- (2) name of state agency or political subdivision of the state that is terminating the contract;
- (3) contractor's name and address;
- (4) address of construction site;
- (5) job classification being underpaid;
- (6) wage rate required by contract;
- (7) wage rate actually being paid; and
- (8) proposed action to be taken to complete construction.

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

Authority AS 36.05.030 AS 36.05.080

ARTICLE 2. WAGE SCALE.**Section:**

50. Wage Scale

8 AAC 30.050. Wage Scale.

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

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

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

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

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

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

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

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

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

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

(3) the job class or classes involved;

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

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

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

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

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

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

Authority: AS 36.05.010 AS 36.05.030

AS 36.05.070

Editor's note:

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

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

8 AAC 30.051. Purpose.

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

8 AAC 30.052. Board and lodging; remote sites.

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.10.075 AS 36.05.010

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

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

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

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

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

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

(1) west of Livengood on the Elliot Highway, AK-2;
(2) on the Dalton Highway, AK-11;
(3) north of milepost 20 on the Taylor Highway, AK-5;

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.010 AS 36.10.075

8 AAC 30.056. Alternative arrangement.

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

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

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

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

Authority: AS 23.05.060 AS 36.05.010
AS 36.05.030 AS 36.10.075

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

60. *(Repealed)*
61. Contracting agency report requirements
62. Employer reporting requirements
64. Hiring preference for residents of zone of underemployment
65. *(Repealed)*
66. *(Repealed)*
67. *(Repealed)*
68. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems
70. *(Repealed)*
71. *(Repealed)*
72. Determining residency
73. Determination of resident hiring preferences
78. Resident hiring preferences in overlapping or multiple zones
80. *(Repealed)*
81. Compliance with preference requirements
82. Department determination of eligibility for preference
84. Appeals of eligibility determinations
86. Approval of job training programs

8 AAC 30.061. Contracting agency reporting requirements.

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.076

8 AAC 30.062. Employer reporting requirements.

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

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

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

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

Authority: AS 36.10.075 AS 36.10.190

8 AAC 30.064. Hiring preference for residents of zone of underemployment.

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

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

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

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

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

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

(Eff. 9/27/87, Register 103; am 6/8/11, Register 198)

Authority AS 36.10.075 AS 36.10.150

8 AAC 30.068. Determination that lack of employment opportunities has substantially contributed to serious social or economic problems.

For purposes of AS 36.10.150 - 36.10.175 and this chapter, the lack of employment opportunities has substantially contributed to serious social or economic problems if changes in indicators of social and economic problems are linked to changes in the number of people who want to work and are unable to obtain work. The commissioner will use correlation analysis, testimony, professional studies, or other evidence to establish the relationship between unemployment and social or economic problems.

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

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

8 AAC 30.069. Determination of peculiar source of unemployment.

For purposes of AS 36.10.150 - 36.10.175, and 8 AAC 30.064, the commissioner will determine that employment of nonresidents is a peculiar source of unemployment if more than 10 percent of the residents of an area who are trained or experienced in a craft or occupation are unemployed and more than 10 percent of the total number of workers employed in that area in that craft or occupation are not residents of the area.

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

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

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

8 AAC 30.072. Determining residency.

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

(1) where the person, the person's spouse, and the person's dependent children maintain their principal place of abode;

(2) where the person's dependent children are enrolled in school;

(3) the person's address on driver's licenses;

(4) the person's address on motor vehicle registrations;

(5) where the person's bank, credit union, or other financial accounts are maintained;

(6) the person's address on hunting, fishing, trapping, or other licenses;

(7) where the person is registered to vote;

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

(9) any other relevant facts.

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

Authority: AS 36.10.075 AS 36.10.14

AS 36.95.010(4)

8 AAC 30.073. Determination of resident hiring preferences.

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

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

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

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

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

Authority: AS 36.10.075

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

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

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

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

Authority: AS 36.10.075

8 AAC 30.081. Compliance with preference requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 AAC 30.082. Department determination of eligibility for preference.

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

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

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

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

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

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

Authority: AS 36.10.070 AS 36.10.075
AS 36.10.140

8 AAC 30.084. Appeals of eligibility determinations.

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

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

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

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

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

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

Authority: AS 36.10.075 AS 36.10.140

8 AAC 30.086. Approval of job training programs.

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

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

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

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

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

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

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

Authority: AS 36.10.140

8 AAC 30.088. Computations regarding hiring preference requirements.

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

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

Authority: AS 36.10.075

ARTICLE 4. INVESTIGATIONS AND HEARINGS.

Section:

90. Investigations, Conference, and Persuasion

100. Hearings

110. Decisions

8 AAC 30.090. Investigations, conference, and persuasion.

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.120 AS 36.05.030

8 AAC 30.100. Hearings.

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

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

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

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

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

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

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

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

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

(1) call and examine witnesses;

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

(3) introduce exhibits.

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

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

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

Authority: AS 23.05.060 AS 36.10.075
AS 36.10.120 AS 36.05.030

8 AAC 30.110. Decisions.

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

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

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

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

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

ARTICLE 5. DEBARMENT.

Section:

200. Review and Recommendations

210. Hearings

220. Decisions

230. Appeals

240. Request for Removal

8 AAC 30.200. Review and Recommendations.

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

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

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

(1) falsification or concealment of records;

(2) refusal to pay prevailing wages;

(3) failure to pay prevailing wages;

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

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

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.210. Hearings.

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

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

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

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

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

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

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

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

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

(1) call and examine witnesses;

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

(3) introduce exhibits.

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

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

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

Authority: AS 23.05.060 AS 36.05.030
AS 36.05.090

8 AAC 30.220. Decisions.

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

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

(c) In the absence of or in addition to action of a state disbursing officer or local fiscal officer, the department will distribute a list reflecting the names of debarred contractors and the effective period of the debarment. (Eff. 1/2/91, Register 116; am 3/2/2008, Register 185)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.230. Appeals.

The director's decision is final. Appeals must be filed in superior court in accordance with Alaska court Rules of Appellate Procedure. (Eff. 1/2/91, Register 116)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

8 AAC 30.240. Request for Removal.

Any person or firm debarred under AS 36.05.090 and 8 AAC 30.220 may, in writing, request removal from the debarment list after six months from the date the debarment took effect. All requests should be directed to the director of labor standards and safety and must contain a full explanation of the reasons why such person or firm should be removed from the debarred list. In cases where the contractor or subcontractor failed to make full restitution of wages and fringe benefit contributions to all underpaid employees, a request for removal will not be considered until all underpayments, including appropriate interest, are made. In other cases, the director will examine the facts and circumstances surrounding the violative practices which caused the debarment and issue a decision as to whether or not the person or firm has demonstrated a current responsibility to comply with AS 36.05 and therefore should be removed from the ineligible list. (Eff. 1/2/91, Register 116)
 Authority: AS 23.05.060 AS 36.05.030
 AS 36.05.090

ARTICLE 6. GENERAL PROVISIONS.

Section:

- 900. General Definitions
- 910. Definition of "On-Site."
- 920. Definition of "Economic Region."

8 AAC 30.900. General Definitions.

In this chapter and in AS 36

- (1) "commissioner" means the commissioner of labor and workforce development;
- (2) "crafts" and "occupations" mean the occupations identified in the *Standard Occupational Classification Manual* (2018 edition);
- (3) "debar" or "debarment" means being placed on a list of persons who are barred from performing public contracts under AS 36.05.090;
- (4) "department" means the Alaska Department of Labor and Workforce Development;
- (5) "director" means the director of the labor standards and safety division of the department;

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

- (A) failure or refusal to pay basic prevailing wages;
- (B) failure or refusal to pay fringe benefits into the appropriate union trust, approved private pension plan, or other approved fringe benefit plan within applicable time limits;
- (C) failure to pay at least once a week;
- (D) failure to pay unconditionally; or
- (E) failure to report wage payments to employees accurately and timely as required by AS 36.05.040;

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

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

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

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

(11) "majority penetration" means that the majority of qualified laborers, mechanics, and field surveyors working at a particular skill level in a particular job class, as indicated by response to a department survey, receive a particular wage; "marginally employed" means that a person is employed for fewer than 30 hours a week and the person wishes to work 30 hours or more a week;

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

- (A) the degree of the alleged employer's right to control the manner in which the work is to be performed;
- (B) the alleged employee's opportunity for profit or loss depending upon their managerial skill;
- (C) the alleged employee's investment in equipment or materials required for their task, or their employment of helpers;
- (D) whether the service rendered requires a special skill;

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: AS 23.05.060 AS 36.10.075

AS 36.95.010 AS 36.05.030

AS 36.10.140

Editor's note:

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

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

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

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

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

(1) has the following exceptions:

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

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

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

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

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

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

(1) flaggers;

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

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

(4) workers who perform mobilization or demobilization activities;

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

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

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

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

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

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

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

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

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

(1) the type of project;

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

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

(4) the geographical lay of the land.

(f) In this section,

(1) "bona fide material supplier"

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

(2) "common carrier"

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

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

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

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

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

Authority: AS 23.05.060 AS 36.05.030

AS 36.10.075

8 AAC 30.920. Definition of "Economic Region."

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

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

Authority: AS 36.10.075 AS 36.10.990

Editor's note:

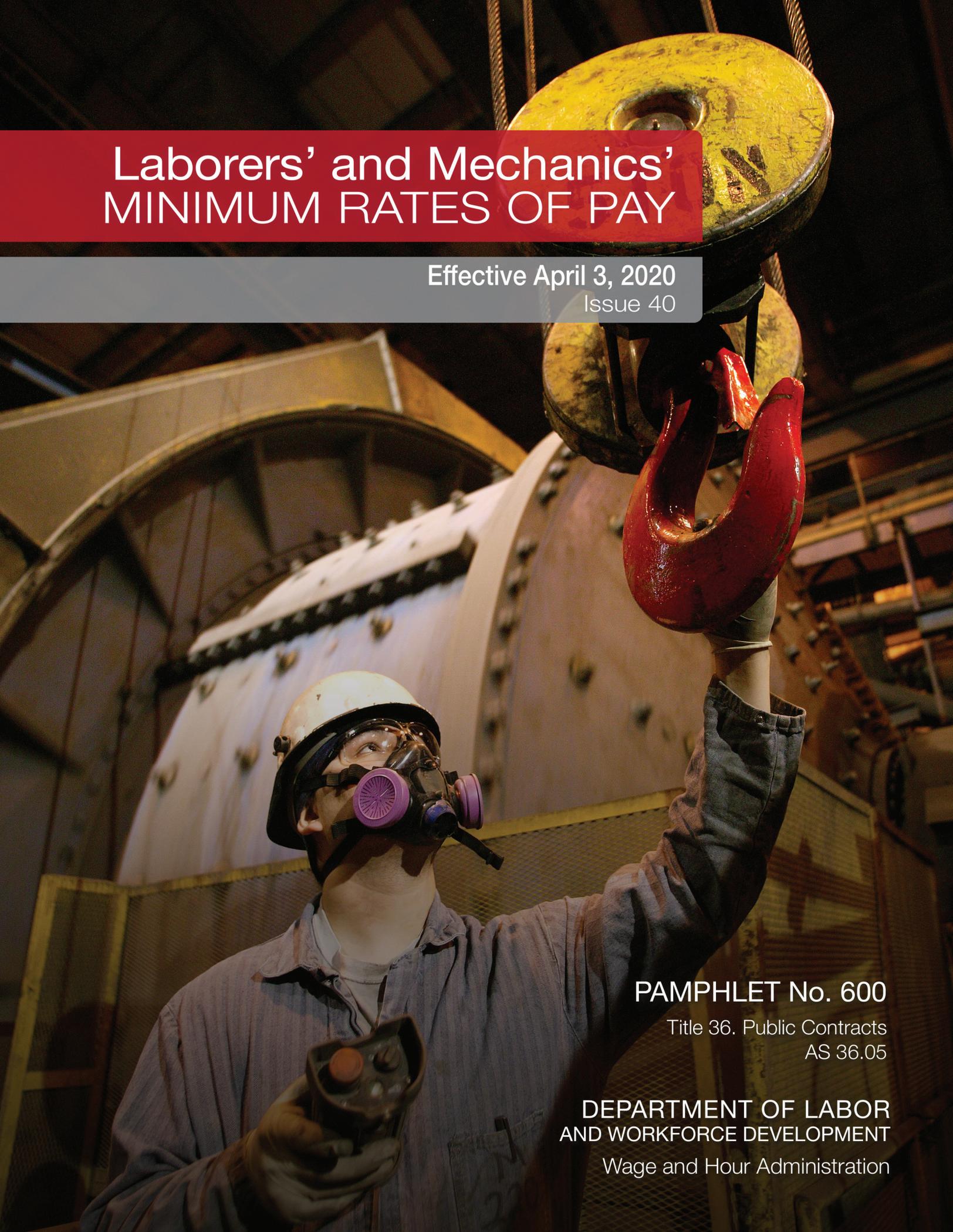
Forms and any other assistance needed for compliance with 8 AAC 30 may be obtained by contacting any state employment center or the Department of Labor and Workforce Development, Wage and Hour Administration, 1251 Muldoon Road, Suite 113, Anchorage, Alaska 99504.

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ADOL Pamphlet 600 (Issue 40)

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A photograph of a worker in a hard hat and respirator operating a crane hook in an industrial setting. The worker is wearing a grey long-sleeved shirt and is holding a red crane hook. The background shows a large industrial structure with a curved metal surface.

Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective April 3, 2020
Issue 40

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

**DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT**

Wage and Hour Administration

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April 3, 2020

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.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 3, 2020.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 13, 2020, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
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 current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In this chapter and in AS 36

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

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

ADDITIONAL INFORMATION

PER DIEM

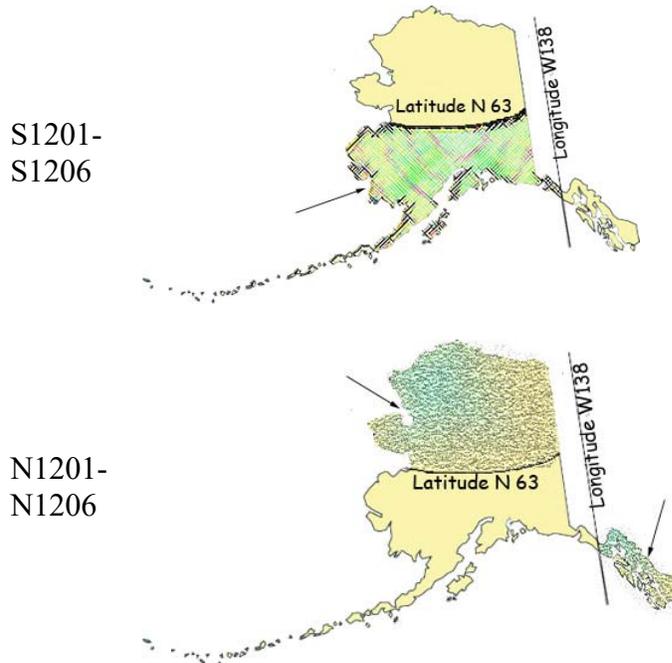
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State’s 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

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

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

Tim Banach, Individual
Boulder Creek Electric

February 23, 2021
February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

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

*See per diem note on last page

A0101	Boilermaker (journeyman)	46.08	8.57	16.72	1.65	VAC 3.50	SAF 0.34	76.86
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Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.13	9.83	8.50	0.55	L&M 0.15	0.87	62.03
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Bricklayer
 Marble or Stone Mason
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
 Terrazzo Worker
 Tile Setter

A0202	Tuck Pointer Caulker	42.13	9.83	8.50	0.55	L&M 0.15	0.87	62.03
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Cleaner (PCC)

A0203	Marble & Tile Finisher	35.96	9.83	8.50	0.55	L&M 0.15	0.87	55.86
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Terrazzo Finisher

A0204	Torginal Applicator	40.10	9.83	8.50	0.55	L&M 0.15	0.87	60.00
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Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M 0.10	SAF 0.10	64.95
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Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M 0.10	SAF 0.10	65.49
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Lather/Drywall/Acoustical

Cement Masons

*See per diem note on last page

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

Cement Masons
 *See per diem note on last page

A0401	Group I, including:	38.38	8.70	11.80	1.43	0.10	L&M	60.41
	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							
A0402	Group II, including:	38.38	8.70	11.80	1.43	0.10	L&M	60.41
	Form Setter							
A0403	Group III, including:	38.38	8.70	11.80	1.43	0.10	L&M	60.41
	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							
A0404	Group IV, including:	38.38	8.70	11.80	1.43	0.10	L&M	60.41
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
A0405	Group V, including:	38.38	8.70	11.80	1.43	0.10	L&M	60.41
	Plasterer							

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

A0501	Baker/Cook	28.37	7.31	7.56			LEG	43.24
A0503	General Helper	25.05	7.31	7.56			LEG	39.92
	Housekeeper							
	Janitor							
	Kitchen Helper							
A0504	Head Cook	28.97	7.31	7.56			LEG	43.84
A0505	Head Housekeeper	25.45	7.31	7.56			LEG	40.32
	Head Kitchen Help							

Dredgemen
*See per diem note on last page

A0601	Assistant Engineer	40.76	10.35	13.00	1.00	0.10	0.05	L&M 65.26
	Craneman							
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
A0602	Assistant Mate (deckhand)	39.60	10.35	13.00	1.00	0.10	0.05	L&M 64.10
A0603	Fireman	40.04	10.35	13.00	1.00	0.10	0.05	L&M 64.54
A0605	Leverman Clamshell	43.29	10.35	13.00	1.00	0.10	0.05	L&M 67.79
A0606	Leverman Hydraulic	41.53	10.35	13.00	1.00	0.10	0.05	L&M 66.03
A0607	Mate & Boatman	40.76	10.35	13.00	1.00	0.10	0.05	L&M 65.26
A0608	Oiler (dredge)	40.04	10.35	13.00	1.00	0.10	0.05	L&M 64.54

Electricians
*See per diem note on last page

A0701	Inside Cable Splicer	41.27	13.90	13.88	0.95	0.20	0.15	L&M LEG 70.35
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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	
Electricians									
*See per diem note on last page									
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	40.94	13.90	14.12	0.95		L&M 0.20	LEG 0.15	70.26
A0703	Power Cable Splicer	57.79	13.90	18.92	0.95		L&M 0.20	LEG 0.15	91.91
A0704	Tele Com Cable Splicer	50.53	13.90	16.17	0.95		L&M 0.20	LEG 0.15	81.90
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	56.04	13.90	18.87	0.95		L&M 0.20	LEG 0.15	90.11
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	48.78	13.90	16.11	0.95		L&M 0.20	LEG 0.15	80.09
A0707	Straight Line Installer - Repairman	48.78	13.90	16.11	0.95		L&M 0.20	LEG 0.15	80.09
A0708	Powderman	54.04	13.90	18.81	0.95		L&M 0.20	LEG 0.15	88.05
A0710	Material Handler	26.57	13.33	4.80	0.15		L&M 0.15	LEG 0.15	45.15
A0712	Tree Trimmer Groundman	28.37	13.90	12.59	0.15		L&M 0.15	LEG 0.15	55.31
A0713	Journeyman Tree Trimmer	37.30	13.90	12.86	0.15		L&M 0.15	LEG 0.15	64.51
A0714	Vegetation Control Sprayer	40.85	13.90	12.97	0.15		L&M 0.15	LEG 0.15	68.17
A0715	Inside Journeyman Communications CO/PBX	39.52	13.90	13.83	0.95		L&M 0.20	LEG 0.15	68.55

Elevator Workers
*See per diem note on last page

A0802	Elevator Constructor	41.38	15.73	18.41	0.63		L&M 0.48	VAC 4.59	81.22
A0803	Elevator Constructor Mechanic	59.11	15.73	18.41	0.63		L&M 0.48	VAC 6.56	100.92

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers

*See per diem note on last page

A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	0.12	SAF	60.25
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	0.12	SAF	60.25
A0904	Insulator, Group II	38.68	9.24	11.01	1.20	0.12	SAF	60.25
A0905	Fire Stop	38.68	9.24	11.01	1.20	0.12	SAF	60.25

IronWorkers

*See per diem note on last page

A1101	Ironworkers, including:	38.75	9.03	22.88	0.72	0.20	L&M IAF	71.94
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
A1102	Helicopter	39.75	9.03	22.88	0.72	0.20	L&M IAF	72.94
	Tower (energy producing windmill type towers to include nacelle and blades)							
A1103	Fence/Barrier Installer	35.25	9.03	22.53	0.72	0.20	L&M IAF	68.09
A1104	Guard Rail Layout Man	35.99	9.03	22.53	0.72	0.20	L&M IAF	68.83
A1105	Guard Rail Installer	36.25	9.03	22.53	0.72	0.20	L&M IAF	69.09

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

*See per diem note on last page

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

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

*See per diem note on last page

						L&M	LEG	
N1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

Burning & Cutting Torch

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

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

*See per diem note on last page

						L&M	LEG	
N1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
N1203	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding

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

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

*See per diem note on last page

N1203 Group III, including:	33.61	8.95	17.81	1.30		L&M	LEG	
						0.20	0.20	62.07

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

N1204 Group IIIA	36.89	8.95	17.81	1.30		L&M	LEG	
						0.20	0.20	65.35

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

N1205 Group IV	21.28	8.95	17.81	1.30		L&M	LEG	
						0.20	0.20	49.74

- Final Building Cleanup
- Permanent Yard Worker

N1206 Group IIIB	40.68	6.24	17.81	1.30		L&M	LEG	
						0.20	0.20	66.43

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

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

*See per diem note on last page

S1201 Group I, including:	31.71	8.95	17.81	1.30		L&M	LEG	
						0.20	0.20	60.17

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

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 per diem note on last page

						L&M	LEG	
S1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
S1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

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

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

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

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

						L&M	LEG	
S1203	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07

- 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	36.89	8.95	17.81	1.30	0.20	0.20	65.35

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

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

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

*See per diem note on last page

S1204	Group IIIA	36.89	8.95	17.81	1.30	L&M	LEG	65.35
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

S1205	Group IV	21.28	8.95	17.81	1.30	L&M	LEG	49.74
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- Final Building Cleanup
- Permanent Yard Worker

S1206	Group IIIB	40.68	6.24	17.81	1.30	L&M	LEG	66.43
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

Millwrights

*See per diem note on last page

A1251	Millwright (journeyman)	37.64	10.08	12.28	1.10	L&M	0.05	61.55
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A1252	Millwright Welder	38.64	10.08	12.28	1.10	L&M	0.05	62.55
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Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	33.11	8.59	13.50	1.08	L&M	0.07	56.35
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- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

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

Painters, Region I (North of N63 latitude)

*See per diem note on last page

						L&M	
N1302	Group II, including:	33.63	8.59	13.50	1.08	0.07	56.87
	Bridge Painter						
	Epoxy Applicator						
	General Drywall Finisher						
	Hand/Spray Texturing						
	Industrial Coatings Specialist						
	Machine/Automatic Taping						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Spray						
	Structural Steel Painter						
	Wallpaper/Vinyl Hanger						

N1304	Group IV, including:	39.76	8.59	16.37	1.05	0.05	65.82
	Glazier						
	Storefront/Automatic Door Mechanic						

N1305	Group V, including:	28.75	8.59	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

*See per diem note on last page

						L&M	
S1301	Group I, including :	30.45	8.59	14.15	1.08	0.07	54.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						

						L&M	
S1302	Group II, including :	31.70	8.59	14.15	1.08	0.07	55.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region II (South of N63 latitude)
 *See per diem note on last page

S1302	Group II, including :	31.70	8.59	14.15	1.08		L&M 0.07	55.59
	Wallpaper/Vinyl Hanger							
S1303	Group III, including :	31.80	8.59	14.15	1.08		L&M 0.07	55.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
S1304	Group IV, including:	39.97	8.59	15.41	1.08		L&M 0.07	65.12
	Glazier							
	Storefront/Automatic Door Mechanic							
S1305	Group V, including:	28.75	8.59	5.02	0.83		L&M 0.07	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Piledrivers
 *See per diem note on last page

A1401	Piledriver	38.34	10.08	15.23	1.10		L&M 0.10	IAF 0.10	64.95
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10		L&M 0.10	IAF 0.10	65.95
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10		L&M 0.10	IAF 0.10	69.26
	Single Atmosphere Suit, Bell or Submersible Pilot								
A1404	Diver (working) **See note on last page	82.45	10.08	15.23	1.10		L&M 0.10	IAF 0.10	109.06

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 per diem note on last page

A1405	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M	IAF	69.26
A1406	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M	IAF	68.26
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M	IAF	70.51

Plumbers, Region I (North of N63 latitude)
*See per diem note on last page

N1501	Journeyman Pipefitter	41.46	9.75	17.00	1.40	L&M	S&L	70.26
	Plumber							
	Welder							

Plumbers, Region II (South of N63 latitude)
*See per diem note on last page

S1501	Journeyman Pipefitter	40.00	10.73	15.02	1.45	L&M		67.40
	Plumber							
	Welder							

Plumbers, Region IIA (1st Judicial District)
*See per diem note on last page

X1501	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M		66.68
	Plumber							
	Welder							

Power Equipment Operators
*See per diem note on last page

A1601	Group I, including:	41.53	10.35	13.00	1.00	L&M		66.03
	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							

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

Power Equipment Operators

*See per diem note on last page

							L&M		
A1601	Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03	
	Cleaning Machine								
	Coating Machine								
	Concrete Hydro Blaster								
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))								
	(a) Hydralifts or Transporters, (all track or truck type)								
	(b) Derricks								
	(c) Overhead								
	Crushers								
	Deck Winches, Double Drum								
	Ditching or Trenching Machine (16 inch or over)								
	Drag Scraper, Yarder, and similar types								
	Drilling Machines, Core, Cable, Rotary and Exploration								
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine								
	Grade Checker and/or Line and Grade including Drone								
	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)								
	Loaders (2 1/2 yards through 5 yards, including all attachments):								
	(a) Forklifts (with telescopic boom & swing attachment)								
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)								
	(c) Loaders, (with forks or pipe clamp)								
	(d) Loaders, (elevating belt type, Euclid & similar types)								
	Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)								
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer								
	Micro Tunneling Machine								
	Mixers: Mobile type with hoist combination								
	Motor Patrol Grader								
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield								
	Off-Road Hauler (including Articulating and Haul Trucks)								
	Operator on Dredges								
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker								
	Plant Operator (Asphalt & Concrete)								
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)								
	Remote Controlled Equipment								
	Scraper (through 40 yards)								

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

Power Equipment Operators

*See per diem note on last page

A1601	Group I, including:	41.53	10.35	13.00	1.00	L&M		66.03
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- Service Oiler/Service Engineer
- Shot Blast Machine
- Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
- Sideboom (under 45 tons)
- Sub Grader (Gurries & similar types)
- Tack Tractor
- Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
- Wate Kote Machine

A1602	Group IA, including:	43.29	10.35	13.00	1.00	L&M		67.79
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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 (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Profiler, Reclaimer, and Roto-Mill
- 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
- Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

A1603	Group II, including:	40.76	10.35	13.00	1.00	L&M		65.26
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)

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

Power Equipment Operators
 *See per diem note on last page

						L&M		
A1603	Group II, including:	40.76	10.35	13.00	1.00	0.10	0.05	65.26
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							

						L&M		
A1604	Group III, including:	40.04	10.35	13.00	1.00	0.10	0.05	64.54
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							

						L&M		
A1605	Group IV, including:	33.83	10.35	13.00	1.00	0.10	0.05	58.33
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							

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

Power Equipment Operators
 *See per diem note on last page

							L&M	
A1605	Group IV, including:	33.83	10.35	13.00	1.00	0.10	0.05	58.33
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

Roofers
 *See per diem note on last page

							L&M	
A1701	Roofer & Waterproofer	44.62	11.75	3.91	0.81	0.10	0.06	61.25
A1702	Roofer Material Handler	31.23	11.75	3.91	0.81	0.10	0.06	47.86

Sheet Metal Workers, Region I (North of N63 latitude)
 *See per diem note on last page

							L&M	
N1801	Sheet Metal Journeyman	48.04	11.20	13.61	1.65	0.12		74.62
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

Sheet Metal Workers, Region II (South of N63 latitude)
 *See per diem note on last page

							L&M	
S1801	Sheet Metal Journeyman	42.70	11.20	13.89	1.68	0.43		69.90
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							

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	L&M	THR
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Sheet Metal Workers, Region II (South of N63 latitude)

*See per diem note on last page

S1801	Sheet Metal Journeyman	42.70	11.20	13.89	1.68		L&M 0.43	69.90
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- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

Sprinkler Fitters

*See per diem note on last page

A1901	Sprinkler Fitter	47.35	10.23	16.15	0.52		L&M 0.25	74.50
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Surveyors

*See per diem note on last page

A2001	Chief of Parties	44.16	11.43	12.64	1.15		L&M 0.10	69.48
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A2002	Party Chief	42.57	11.43	12.64	1.15		L&M 0.10	67.89
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A2003	Line & Grade Technician/Office Technician/GPS, Drones	41.97	11.43	12.64	1.15		L&M 0.10	67.29
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	39.85	11.43	12.64	1.15		L&M 0.10	65.17
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A2006	Chain Person (for crews with more than 2 people)	35.51	11.43	12.64	1.15		L&M 0.10	60.83
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Truck Drivers

*See per diem note on last page

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

Truck Drivers

*See per diem note on last page

						L&M	
A2101	Group I, including:	40.94	11.43	12.64	1.15	0.10	66.26
	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 or Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
A2102	Group 1A including:	42.21	11.43	12.64	1.15	0.10	67.53
	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, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						
A2103	Group II, including:	39.68	11.43	12.64	1.15	0.10	65.00
	All Deltas, Commanders, Rollagons, & similar equipment						
	Batch Trucks (8 yards & up)						
	Batch Trucks (up to & including 7 yards)						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Cacasco Truck/Heat Stress Truck						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Mechanics						
	Oil Distributor Driver						
	Partsman						
	Ready-mix (up to & including 12 yards)						
	Stringing Truck						

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

Truck Drivers
 *See per diem note on last page

A2103	Group II, including:	39.68	11.43	12.64	1.15		L&M 0.10	65.00
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Turn-O-Wagon or DW-10 (not self loading)

A2104	Group III, including:	38.86	11.43	12.64	1.15		L&M 0.10	64.18
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- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Semi or Truck & Trailer
- Thermal Plastic Layout Technician
- Traffic Control Technician
- Trucks/Jeeps (push or pull)

A2105	Group IV, including:	38.28	11.43	12.64	1.15		L&M 0.10	63.60
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Cement Spreader, Dry
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Tireman, Light Duty

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

Truck Drivers
 *See per diem note on last page

						L&M	
A2105	Group IV, including:	38.28	11.43	12.64	1.15	0.10	63.60
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						

						L&M	
A2106	Group V, including:	37.52	11.43	12.64	1.15	0.10	62.84
	Buffer Truck						
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)						
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

						L&M	LEG	
N2201	Group I, including:	34.88	8.95	17.81	1.30	0.20	0.20	63.34
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							

						L&M	LEG	
N2202	Group II, including:	35.98	8.95	17.81	1.30	0.20	0.20	64.44
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							

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

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

N2202 Group II, including:	35.98	8.95	17.81	1.30		L&M	LEG	64.44
						0.20	0.20	

- Concrete Laborer
- Floor Preparation, Core Drilling
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

N2203 Group III, including:	36.97	8.95	17.81	1.30		L&M	LEG	65.43
						0.20	0.20	

- Miner
- Retimberman

N2204 Group IIIA, including:	40.58	8.95	17.81	1.30		L&M	LEG	69.04
						0.20	0.20	

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

N2206 Group IIIB, including:	44.75	6.24	17.81	1.30		L&M	LEG	70.50
						0.20	0.20	

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S2201 Group I, including:	34.88	8.95	17.81	1.30		L&M	LEG	63.34
						0.20	0.20	

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

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

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S2201	Group I, including:	34.88	8.95	17.81	1.30		L&M	LEG	63.34
	Topman & Bull Gang								
	Tunnel Track Laborer								

S2202	Group II, including:	35.98	8.95	17.81	1.30		L&M	LEG	64.44
	Burning & Cutting Torch								
	Certified Erosion Sediment Control Lead (CESCL Laborer)								
	Concrete Laborer								
	Floor Preparation, Core Drilling								
	Jackhammer/Chipping Gun or Pavement Breaker								
	Laser Instrument Operator								
	Nozzlemen, Pumpcrete or Shotcrete								
	Pipelayer Helper								

S2203	Group III, including:	36.97	8.95	17.81	1.30		L&M	LEG	65.43
	Miner								
	Retimberman								

S2204	Group IIIA, including:	40.58	8.95	17.81	1.30		L&M	LEG	69.04
	Asphalt Raker, Asphalt Belly Dump Lay Down								
	Drill Doctor (in the field)								
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)								
	Pioneer Drilling & Drilling Off Tugger (all type drills)								
	Pipelayer								
	Powderman (Employee Possessor)								
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)								
	Traffic Control Supervisor, DOT Qualified								

S2206	Group IIIB, including:	44.75	6.24	17.81	1.30		L&M	LEG	70.50
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)								
	Federal Powderman (Responsible Person in Charge)								
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)								
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)								
	Stake Hopper								

Tunnel Workers, Power Equipment Operators
 *See per diem note on last page

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Power Equipment Operators

*See per diem note on last page

A2207	Group I	45.68	10.35	13.00	1.00	L&M	0.10	0.05	70.18
A2208	Group IA	47.62	10.35	13.00	1.00	L&M	0.10	0.05	72.12
A2209	Group II	44.84	10.35	13.00	1.00	L&M	0.10	0.05	69.34
A2210	Group III	44.04	10.35	13.00	1.00	L&M	0.10	0.05	68.54
A2211	Group IV	37.21	10.35	13.00	1.00	L&M	0.10	0.05	61.71

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

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

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

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List of Project Specifications

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BASE BID

Lake Road Fire Hall Addition

The following specifications are applicable to this contract, as defined in Bid Documents:

DIVISION 01 – GENERAL REQUIREMENTS

- 01 1000 SUMMARY
- 01 2000 PRICE AND PAYMENT PROCEDURES
- 01 2500 SUBSTITUTIONS
- 01 3000 ADMINISTRATIVE REQUIREMENTS
- 01 3216 CONSTRUCTION PROGRESS SCHEDULE
- 01 4000 QUALITY REQUIREMENTS
- 01 4100 REGULATORY REQUIREMENTS
- 01 5000 TEMPORARY FACILITIES AND CONTROLS
- 01 5100 TEMPORARY UTILITIES
- 01 5713 TEMPORARY EROSION AND SEDIMENT CONTROL
- 01 6000 PRODUCT REQUIREMENTS
- 01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS
- 01 7419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- 01 7800 CLOSEOUT SUBMITTALS
- 01 9113 GENERAL COMMISSIONING REQUIREMENTS

DIVISION 03 – CONCRETE

- 03 1000 CONCRETE FORMING AND ACCESSORIES
- 03 2000 CONCRETE REINFORCING
- 03 3000 CAST-IN-PLACE CONCRETE

DIVISION 05 – METALS

- 05 1200 STRUCTURAL STEEL FRAMING
- 05 5000 METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

- 06 1000 ROUGH CARPENTRY
- 06 1736 METAL-WEB WOOD JOISTS
- 06 1800 GLUED-LAMINATED CONSTRUCTION
- 06 2000 FINISH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 07 1300 SHEET WATERPROOFING

07 2100 THERMAL INSULATION
07 2500 WEATHER BARRIERS
07 4623 WOOD SIDING
07 6100 SHEET METAL ROOFING
07 6200 SHEET METAL FLASHING AND TRIM
07 8400 FIRESTOPPING
07 9200 JOINT SEALANTS

DIVISION 08 – OPENINGS

08 1113 HOLLOW METAL DOORS AND FRAMES
08 3323 OVERHEAD COILING DOORS
08 7100 DOOR HARDWARE

DIVISION 22 – PLUMBING

22 0500 COMMON WORK RESULTS FOR PLUMBING
22 0700 PLUMBING INSULATION
22 1000 PLUMBING PIPING
22 1500 GENERAL SERVICE COMPRESSED AIR SYSTEMS
22 4000 PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 0500 COMMON WORK RESULTS FOR HVAC
23 0505 SELECTIVE DEMOLITION FOR HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
23 1113 FACILITY FUEL-OIL PIPING
23 3100 HVAC DUCTS AND CASING
23 3700 AIR OUTLETS AND INLETS
23 5100 BREECHINGS, CHIMNEYS, AND STACKS
23 5533 FUEL-FIRED UNIT HEATERS

DIVISION 26 – ELECTRICAL

26 0126 MAINTENANCE TESTING OF ELECTRICAL SYSTEMS
26 0500 COMMON WORK RESULTS FOR ELECTRICAL
26 0505 SELECTIVE DEMOLITION FOR ELECTRICAL
26 0519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 0526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 0533 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

26 2726 WIRING DEVICES

26 2913 ENCLOSED CONTROLLERS

26 5100 INTERIOR LIGHTING

26 5200 EMERGENCY LIGHTING

26 5600 EXTERIOR LIGHTING

DIVISION 31 – EARTHWORK

31 2200 GRADING

31 2316 EXCAVATION

31 2323 FILL

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List of Project Drawings

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BASE BID
Lake Road Fire Hall Addition

The following plan sheets are applicable to this contract, as defined in Bid Documents:

DRAWING SHEET INDEX

ARCHITECTURAL DRAWINGS

--	COVER SHEET
G1	GENERAL NOTES AND ABBREVIATIONS
A0	SITE PLAN
A1	FLOOR PLAN
A2	ELEVATIONS
A3	BUILDING AND WALL SECTIONS

STRUCTURAL DRAWINGS

S1	DESIGN CRITERIA AND NOTES
S2	FOUNDATION AND ROOF FRAMING PLAN
S3	SHEARWALL PLAN AND SECTIONS
S4	SECTIONS
S5	DETAILS
S6	DETAILS

MECHANICAL DRAWINGS

M1	LEGENDS, ABBREVIATIONS AND SCHEDULES
M2	UNDERFLOOR DEMOLITION PLAN
M3	ABOVE GROUND DEMOLITION PLAN
M4	VENTILATION DEMOLITION PLAN
M5	PIPING REMODEL PLAN
M6	VENTILATION REMODEL PLAN
M7	DETAILS

ELECTRICAL DRAWINGS

E1	ELECTRICAL LEGEND, SCHEDULES AND LOAD CALCULATION
E2	FIRST FLOOR ELECTRICAL DEMOLITION
E3	FIRST FLOOR ELECTRICAL REMODEL

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List of Clearances and Permits

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BASE BID

Lake Road Fire Hall Addition

The following is a list of Owner provided clearances and permits. Any permits required beyond what is shown below, in their current state, are the responsibility of the Bidder.

Fire Marshal Permit

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V. PROJECT DOCUMENTS

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Project Specifications– See Separate File

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Project Drawings – See Separate File

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