

**CITY OF HOMER
INVITATION TO BID / BID DOCUMENTS**

**Eric Lane Road and Sewer Improvements
September 2016**



This project is funded through an EPA/DEC loan, and City of Homer Accelerated Water and Sewer Fund (HAWSP) and Accelerated Roads/ Trails Fund (HART).

INVITATION TO BID
By the City of Homer, Alaska

Eric Lane Road and Sewer Improvements

Sealed bids for the construction of the **Eric Lane Road and Sewer Improvements** will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 p.m. on Thursday, September 22, 2016**, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

A Pre-Bid Conference will be held at **1:30 p.m. on Friday, September 2, 2016** in the City Hall Second Floor Conference Room (491 East Pioneer Avenue) to answer bidder's questions. Immediately after, interested parties can complete a site visit with the City Engineer.

This project is funded through an EPA/DEC loan, and City of Homer Accelerated Water and Sewer Fund (HAWSP) and Accelerated Roads and Trails Fund (HART). The City's local bidder's preference requirements do not apply to this contract; State and Federal prevailing wage rates will apply. The work includes, but is not limited to the following:

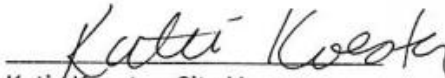
Construction of 1200 LF of paved road, curb and gutter, and asphalt sidewalk; 1200 LF of 8" sanitary sewer; and installation of water services and hydrants on existing main.

Please direct all technical questions regarding this project to: Carey Meyer, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska 99603 (907) 235-3170

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$100 per set (\$135 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may also be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 19th day of August, 2016.

CITY OF HOMER


Katie Koester, City Manager

Publish: Homer Tribune – August 25 and September 1, 2016
Peninsula Clarion – August 28, 2016

Fiscal Note: 215-0001

**Eric Lane Road and Sewer Improvements
September 2016**

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City of Homer
Eric Lane Road and Sewer Improvements
September 2016

The City of Homer, Alaska is requesting bid proposals from qualified firms and individuals for the project described herein.

I. Scope of Services

The proposed work is located within the Homer City limits and is illustrated on the plans entitled:

Eric Lane Road and Sewer Improvements

The project consists of furnishing all labor, materials, equipment, tools, supervision and other facilities necessary for the performance of the work described herein and shown on the project drawings. The work includes but is not limited to the following:

Construction of 1200 LF of paved road, curb and gutter, and asphalt sidewalk; 1200 LF of 8” sanitary sewer; and installation of water services and hydrants on existing main.

II. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder must have a current contractor’s license issued by the State of Alaska. The license must apply to the work described in the Invitation to Bid.

The City of Homer Standard Construction Specifications, 2011 Edition, shall supplement the project plans. A copy of the Homer Standard Construction Specifications (S.C.S.) may be obtained at the City of Homer Web Site, <http://www.cityofhomer-ak.gov/publicworks> , Documents.

Federal and State Prevailing Rate Wages

See appendix for specific Davis Bacon Requirements.

This project is covered by the State of Alaska, Laborer’s and Mechanic’s Minimum Rates of Pay, **Title 36 Public Contracts, (AS 36.05 & 36.10) Pamphlet No. 600, Issue 32 Issued April 1st, 2016**. It is the responsibility of the bidder to determine the current rates of pay required and to submit the proper certified payrolls to the State Department of Labor.

In addition, Federal prevailing wage rates are applicable to this project. The higher of either the State of Alaska Department of Labor and Workforce Development Laborers’ & Mechanics’ Minimum Rates of Pay or the U.S. Department of Labor Wage Rates – General Decision AK20080001 shall be used for each wage classification. Contractor shall be required to submit separate State of Alaska Department of Labor Certified Payrolls and U.S. Department of Labor Certified Payrolls in accordance with the respective agency requirements, including submittal of signed Statements of Compliance.

Performance and Payment bonds in the amount of One Hundred Percent **100%** of the bid amount are required.

Bids must be submitted on the Bid Form and be received at the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603. **A bid bond is required.** Cashier checks in an amount equal to five percent (5%) of the bid are acceptable. Surety bonds are acceptable.

The City of Homer has a two-part bid process, Part A and Part B. Each portion of the bid must be submitted in separate envelopes. At the bid opening, Part B is opened first and must be complete and regular or Part A will not be opened and the bid will be rejected.

Bidder shall utilize the bidders check list (provided at the end of these instructions) to assure all required forms are included in their bid.

III. Instruction to Bidders

The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the bidder that best meets the criteria stated below.

A. Qualification of Bidders

It is the intention of the City of Homer to award this contract to the lowest responsible, responsive Bidder who furnishes satisfactory evidence they have the requisite experience, ability and sufficient capital, facilities and plant to prosecute the work successfully (and properly) and to complete it within the time allowed in the Contract at the least cost to the City of Homer for dollars spent for value received.

If the signature on the Bid is by an agent, other than an Officer of a corporation or a member of a Co-partnership, a Power of Attorney must either be on file with the City Clerk prior to the Bid opening or submitted with the Bid in Part B.

B. Taxes

Attention is directed to the requirements of the General Conditions regarding the payment of taxes. All taxes that are lawfully assessed against Owner or Contractor in connection with the work shall be paid by the Contractor. The Bid prices shall include all such taxes.

The City of Homer is exempt from local sales taxes. The Contractor shall not include sales tax markup in his bid. However, in order to recoup sales tax the Contractor might pay at local vendors, the Contractor must secure a Tax Exempt card from the Kenai Peninsula Borough Tax Department.

C. Familiarization With The Work

Before submitting a Bid, each prospective Bidder shall familiarize themselves with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. The Contractor shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the work. The submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the Contract Documents and the provisions thereof. The failure or neglect of a Bidder to receive or examine any of the Bid Documents shall in no way relieve the bidder from any obligations with the respect to their Bid or to the Contract. Misinterpretation or a reputed lack of knowledge concerning the Bid will not serve as a basis for a claim for additional compensation.

1. Site Conditions

Each Bidder shall visit the site of the Work and completely inform himself relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials and utilities to be encountered, the arrangement and conditions of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operations of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

D. Interpretation of Bid Documents

All questions about the meaning or intent of the Contract Documents shall be submitted, in writing, to the Office of the Director of Public Works, 3575 Heath St. Homer Alaska, 99603. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City Clerk's Office as having received the Bidding documents. **The City of Homer will not be held responsible for questions received less than (7) days prior to the date of opening of Bids.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No questions will be answered the day of the bid due date.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Addendum Form, properly signed by the Bidder and placed in envelope B.

It shall be the Bidder's responsibility to inquire as to addenda issued. **Failure to include the Addenda Form in envelope B shall result in the Bid being rejected as non-responsive.**

E. Bid Bond Guarantee

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to carry on business in the State of Alaska, along with a General Power of Attorney form, if applicable, for payment to the City in the sum of five percent (5%) of the total amount of the Bid. **Failure to include the Bid Bond in envelope A of the Bid shall result in the Bid being rejected as non-responsive.**

The amount payable to the City under the Bid Bond or the certified or cashier's check, as the case may be, shall be forfeited to the City in case of a failure or neglect of the Bidder to furnish, execute, and deliver to the City required Performance and Payment Bonds, Evidences of Insurance, necessary forms or material required by the Bid or failure to enter into, execute and deliver to the City the Contract on the form provided therefor, within ten (10) working days after receipt of "Notice of Intent to Award Contract" by the City that the Contract is ready for execution. The "Award of Contract" will be made upon the execution of the Contract by the Bidder and the City.

F. Return of Bid Guarantee

Within thirty (30) days after the Bids are opened, the City will return the Bid Guarantees accompanying the Bids, which are not to be considered in making the award. The bid Guarantees of the three (3) lowest responsive Bids will be held until the Contract has been fully executed after which time the Guarantees will be returned to the respective Bidders whose Bids the Guarantees accompanied.

G. Contract Time

The Contract Time is an essential part of the Contract and it will be necessary for each Bidder to satisfy the City of his ability to complete the work within the time set forth in the Bid form. Provisions for delays, liquidated damages, and extensions of time are set forth in the Standard Construction Specifications. Time is of the essence in this contract.

H. Bids

1. Preparation of Bids

Bids must be submitted on the forms provided by the city and completed in all respects as required by the Bid Documents. Bids shall include all information requested herein, and be manually signed by the Bidder or the Bidder's duly authorized representative, with the Bidder's address and phone number. If the signature is by an agent, other than an Officer of a Corporation, or a member of a Co-partnership, a Power of Attorney must be on file with the City Clerk prior to opening the Bid or submitted in envelope B of the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized, and will be rejected as non-responsive. **All Bids must be regular in every respect, and no alterations shall be made to the Bid form.**

If erasures or changes appear on the forms, each must be initialed by the person signing the Bid. No oral, telegraphic or telephone proposals will be considered.

Bids will be received at the City Clerk's Office located at 491 East Pioneer Avenue, Homer, Alaska 99603, until the time indicated on the Invitation to Bid. Each Bid shall be submitted enclosed in a sealed, opaque envelope. **The Bidder shall see that the Bid title and date of Bid opening is on the lower left-hand corner of the envelope.** The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. Promised overnight delivery from the Post office or private carriers usually is an inaccurate statement for Alaska and Homer Area.

No consideration will be given by the city to a claim of error unless such claim is made to the city in writing within two (2) hours after the time of Bid opening. Written verification and supporting evidence of the error shall be delivered to the City Clerk within 24 hours of the Bid Opening (not including Saturday, Sunday or legal holidays) to allow consideration of the claim for error. Supporting evidence shall be original documents, including cost breakdown sheets, supplier quotes and other documents used to compute the Bid.

It is the bidder's responsibility to see that Bids are deposited at the time and place set forth for the public opening of Bids. Bids not received by the time will not be accepted and will be returned to the Bidder in the sealed bid envelope.

II. The City of Homer Local Bidder Preference does not apply to this contract.

BIDDER'S CHECKLIST
Eric Lane Road and Sewer Improvements September 2016

The following items must be completed and accompany the Bid unless noted otherwise (Note: This checklist consists of one (1) page):

Part A

1. Bid Schedule, must be complete. The Bid Schedule must be signed with the name and address of bidder typed or clearly printed, and a copy of the bidder's Alaska State Contract License must be included. **(Part A)**
2. BID BOND, Cashier's Check, Certified Check, or Cash in the amount of Five percent (5%) of the MAXIMUM BID must be included. **(Part A)**

Part B

3. Addenda Acknowledgement must be signed and included with the Bid. **(Part B)**
4. EEO-1 Certification **(Part B)**
5. Equal Employment Opportunity Clause form. **(Part B)**
6. DBE Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement **(Part B)**
7. Equal Employment Opportunity Statement of Acknowledgment **(Part B)**
8. Certification Regarding Debarment, Suspension and Other Responsibility Matters. **(Part B)**
9. The Anti-Discrimination Certificate. **(Part B)**
10. Contractor's Non-Collusion and Debarment. **(Part B)**
11. Certification by Bidder – use of American Iron and Steel **(Part B)**

All Bids must contain the items listed above in complete form and must be filled out and signed.

The following documents will be required from the selected contractor **within three (3) days** of receipt of the notice of intent to award:

1. Minority And Women-Owned Business Enterprise Report Of Participation (Disadvantaged Business Enterprise) form must be filled out and signed.
2. Minority And Women-Owned Business Enterprise Contact Documentation (Disadvantaged Business Enterprise) form must be filled out and signed.
3. Equal Employment Statement Of Acknowledgement form filled out by each subcontractor participating in the contract.
(See Appendix A - disadvantage business enterprise overview for ongoing contract reporting requirements)

The following documents will be required from the selected contractor prior to the start of construction

4. Use of American Iron & Steel Manufacturer Certification. (See Use of American Iron and Steel Reporting requirements.

END OF SECTION

IV. BID SCHEDULE

Part A

**BID SCHEDULE
ERIC LANE ROAD AND SEWER IMPROVEMENTS SEPTEMBER 2016**

ITEM NO.	SPEC. NO.	WORK DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
A-1	101	MOBILIZATION AND DEMOBILIZATION	LS	1		
A-2	102	CONSTRUCTION SURVEYING	LS	1		
A-3	103	TRAFFIC MAINTENANCE	LS	1		
A-4	202	CLEARING AND GRUBBING	LS	1		
A-5	204	EXCAVATION	CY	11,600		
A-6	205	TYPE II FILL AND BACKFILL	TON	13,100		
A-7	205	TYPE III FILL AND BACKFILL	TON	2,100		
A-8	206	LEVELING COURSE	TON	600		
A-9	208	COMPACTION CONTROL BY THE CONTRACTOR	LS	1		
A-10	215	PIPE BORING	LF	88		
A-11	219	REMOVE EXISTING PAVEMENT	SY	30		
A-12	220	DITCH LINING (6-INCHES THICK)	TON	22		
A-13	302	CURB AND GUTTER, ALL TYPES	LF	1,200		
A-14	401	ASPHALT PAVEMENT	TON	500		
A-15	402	PAINTED TRAFFIC MARKINGS	LS	1		
A-16	404	ASPHALT SIDEWALK	TON	100		
A-17	502	FURNISH AND INSTALL SEWER PIPE	LF	1,163		
A-18	503	CONSTRUCT MANHOLE	EA	7		
A-19	510	SANITARY SEWER SERVICE CONNECTION (4-INCH)	EA	18		
A-20	604	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY (SINGLE PUMPER)	EA	2		
A-21	606	WATER SERVICE CONNECTION	EA	18		
A-22	607	ADJUST VALVE BOX TO FINISH GRADE	EA	4		
A-23	702 (W)	WOVEN GEOTEXTILE FABRIC	SY	7,808		
A-24	704	FURNISH & INSTALL 4" THICK INSULATION	BF	432		
A-25	707	FURNISH & INSTALL STANDARD SIGN	EA	14		
A-26	708	SEEDING (TYPE 1)	MSF	38		
A-27	710	TOPSOIL (STOCKPILE ORGANICS; PLACE AT 4" DEPTH)	MSF	38		
A-28	802	FURNISH AND INSTALL CMP (12-INCH)	LF	86		
A-29	802	FURNISH AND INSTALL CMP (18-INCH)	LF	80		
A-30	802	FURNISH AND INSTALL CMP (24-INCH)	LF	61		
A-31	802-E	FURNISH AND INSTALL CMP END SECTION	EA	2		
A-32	804	STORM DRAIN MANHOLE	EA	3		
A-33	806	CONSTRUCT CATCH BASIN	EA	3		
A-34	9001	STORM WATER POLLUTION PREVENTION PLAN, TYPE 3	LS	1		

Grand Total _____

Name of Firm _____

Address of Firm _____

Authorized Signature _____

Printed Name _____

Title of Signatory _____

Date of Bid _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

Hereinafter called the PRINCIPAL, and _____

a Corporation duly organized under the laws of the State of Alaska having its principal place of business at _____

In the State of Alaska, and authorized to do business in the State of Alaska, as SURETY, are held and firmly bound unto the City of Homer hereinafter called the OBLIGEE, in the penal

sum of _____ DOLLARS (\$) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has herewith submitted his or its BID for _____

_____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void: if the PRINCIPAL shall fail to execute the proposed Contract and furnish the Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages:

Signed and sealed this _____ Day of _____, 2016.

PRINCIPAL: _____

BY: _____

SURETY: _____

ATTORNEY-IN-FACT: _____

Part B

ADDENDA ACKNOWLEDGMENT

Project Name: **Eric Lane Road and Sewer Improvements September 2016**

I hereby acknowledge addenda numbers:

Name of Firm: _____

Signature of Bidder: _____

Date: _____

This Acknowledgement must be included with Part B of the Bid or the Bid will be considered non-responsive.

City of Homer

Equal Employment Opportunity (EEO – 1) CERTIFICATION

The following Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by BIDDERS and proposed SUBCONTRACTORS in connections with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt.) Proposed PRIME CONTRACTORS and SUBCONTRACTORS who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports, should note the 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period as specified by the Federal Highway Administration; by the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor; or by the Equal Employment Opportunity Commission.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. The Employer Information Report EEO-1 (Standard Form 100) is not a voluntary survey. The filing of the report is in accordance with Standard Form 100 instructions and is required by Federal law. The applicable law is Section 709©, Title VII, Civil rights Act of 1964 and regulations issued by the Equal Opportunity Commission under that law are reprinted in Appendix (6). Under Section 710(b) of Title VII, the Commission may obtain an order from a United States District Court compelling a covered employer to file this report. Under Section 209 (a) of Executive Order 11246, the penalties for failure by a Federal contractor or subcontractor to comply may include termination of the Federal government contract and debarment from future Federal contracts.

It is the employer's responsibility to keep current on all EEO-1 filing requirements. All inquiries and requests for special procedures should be directed to: Office of Federal Contract Compliance Programs, Department of Labor, Federal Building/U.S. Court House, 701 C Street, Box 55, Anchorage, AK 99513. Blank reporting forms may be obtained from: The Joint Reporting committee, P.O. Box 2236, Norfolk, Virginia 23501 (804) 625-3734.

(CHECK APPLICABLE BLOCK) The BIDDER _____ or proposed SUBCONTRACTOR _____ hereby certifies:

1. Their firm has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause as required by Federal Executive Order 11246, Section 201 (301 F.R. 12319) YES _____ NO _____

A. Their firm has filed all reports due under the applicable filing requirement with the Joint Reporting Committee Opportunity Commission as stated in this certifications. YES _____ NO _____

2. Their firm has participated in a previous City of Homer construction contract or subcontract. YES _____ NO _____

A. Their firm has filed all the EEO reports due under applicable filing requirements of the city of Homer Department of Public Works. YES _____ NO _____

Signature of Authorized Representative of Company

Date

Name of Company

Phone Number

Address of Company

Zip Code

PROJECT NAME

Eric Lane Road and Sewer Improvements Project 2016

This certificate (2 pages) needs to be included with the Bid Documents Part B or the Bid will be considered non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees to comply with OFCC Regulations 40 CFR 60.1.4 (1) through (7) as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such

action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Title)

(Date)

This form (2 pages) must be included with the Bid, Part B, or the Bid will be considered non-responsive.

Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement

The following form must be included with the Bid, Part B, or the Bid will be considered non-responsive.

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
COMPLIANCE STATEMENT

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

The _____ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of 5.91% participation (with a good faith effort of 3.89% MBE and 2.02% WBE, Effective July 1, 2013 thru June 30, 2016) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.

The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).

We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.

We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.

Company Name _____ RFP/Contract _____

Authorized Signature _____

Title _____

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT

This statement of acknowledgement is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be completed by each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE Bidder proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

NO (go to PART B) YES (go to PART C)

PART B. The company named below (Part C) has submitted the Standard Report Form 100 this year, or intends to at this time.

NO YES

NOTE: Bidders and proposed Subcontractors who file Standard Report Form 100 may also be required to file Form CC-257 Monthly Employment Utilization Report if the project has significant financial impact on a community, or the bidder/subcontractor has signed an agreement to do so. At a minimum, the bidder/subcontractor is required to maintain records which reflect the reporting requirements of CC-257. Standard Report Form 100 and instructions may be obtained by writing to:

EEO-1 Joint Reporting Committee
P.O. Box 19100
Washington, DC 20036-9100
Telephone (866) 286-6440
Email: el.techassistance@eeoc.gov

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

(_____)_____
Telephone No.

Address of Company

Zip Code

Project Name

Contract Number



EPA Project Control Number

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ANTI-DISCRIMINATION CERTIFICATE

The BIDDER hereby covenants, stipulates, and agrees that no person shall be discriminated against in the bidding of the services and/or materials hereinunder and that the BIDDER shall not refuse to hire any person therefore because of such person's race, creed, color, or national origin, unless based on a bonafide occupational qualification. Also, the BIDDER will in no manner discriminate against any person because of such person's race, creed, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Contractor's Signature: _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: _____, 2016

Notary Public for _____

Residing at: _____

(Seal or Stamp)

My Commission Expires: _____

CONTRACTOR'S NON-COLLUSION AND DEBARMENT AFFIDAVIT

I, the undersigned, an authorized representative of _____ being first duly sworn on oath hereby certify that the Bid submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and I further state that the said firm, association or corporation (hereinafter referred to as "Firm") has not directly or indirectly inducted or solicited any Bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from bidding; and that said Firm, has not in any manner sought by collusion to secure to the Firm, an advantage over other bidder or bidders.

I further certify that, except as noted below, the Firm or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person or Firm, by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Exceptions noted:

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2016.

(Seal or Stamp)

Notary Public for _____

Residing at: _____

My Commission Expires: _____



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
 USE OF AMERICAN IRON AND STEEL

CERTIFICATION BY BIDDER
 OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
 enacted on 1/17/2014

We, the bidding prime contractor and subcontractors, as named below, hereby certify that all the American iron and steel used in the Project named Eric Lane Road and Sewer Improvements September 2016, also identified as Project Loan No _____ will comply with the Use of American Iron and Steel Law, or obtain the necessary waiver(s) from the U.S. Environmental Protection Agency.

Prime Contractor Name: _____

Signature of Official	Printed name	Date
-----------------------	--------------	------

<u>Subcontractor Name</u>	<u>Signature of Official</u>	<u>Date</u>

V. Contract Documents

CONTRACT

This Contract, made and entered into by and between the City of Homer, Alaska, a Municipal Corporation, hereinafter called the "City" and

Hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the City and of the covenants and agreements herein contained, hereby agrees at his own cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for City to the extent of the Bid made by the contractor, dated the _____ day of _____, 2016, all in full compliance with the Contract documents referred to herein as:

Eric Lane Road and Sewer Improvements September 2016

- a) Invitation to Bid
- b) The signed copy of the Bid
- c) The Bid Bond
- d) The 2000 Homer Standard Construction Specifications
- e) All Addenda, totaling _____
- f) The drawings which consist of 29 sheets entitled

Eric Lane Road and Sewer Improvements September 2016

Are hereby referred to and reference made a part of the Contract as fully and completely as if the same were fully set forth herein.

In consideration of the performance of the work as set forth in these Contract Documents, the city agrees to pay to the contractor the amounts specified bid in the Bid and to make such payments upon the Contractor's invoicing as approved by the City Engineer.

C O N T R A C T

CONTRACT COMPLETION TIME

The Contractor agrees to complete the project, in all respects **June 30th, 2017**

CONTRACT AMOUNT

\$ _____
In Numbers

\$ _____
In Words

LIQUIDATED DAMAGES:

Liquidated damages in the amount of **\$500.00** per day will apply to the Contractor's unexcused delay in the Completion of Construction. The liquidated damage amount specified herein shall only apply to damages and expenses the Owner may incur as a result of a delay in placing the facility into use and operation exclusive of third party damages or claims. The liquidated damage amount shall not cover any damages or expenses the Owner may incur as a result of the Contractor's unexcused delay in completing any portion of all of the Project, which delay results in whole or in part in delay, disruption, hindrance, interference, damages or expenses to any third party. The Contractor shall remain liable for the full amount of any such delay damages or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the Contract.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _ day of _____, 2016.

CITY OF HOMER

By: _____

Title: Mary K. Koester, Homer City Manager

CONTRACTOR

(Contractor)

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer, hereinafter called "Owner," in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five(5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2016.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address – Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer,

hereinafter called "Owner," in the penal sum of _____

dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing material for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void: otherwise to remain in full for and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2016.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address-Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the Surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

VI. Project Schedule

Eric Lane Road and Sewer Improvements September 2016

No Later Than

Pre-Bid Conference.....1:30 Friday September 2nd 2016
Bid Opening.....2:00 Thursday September 22nd, 2016
Notice of Intent to Award.....September 23rd , 2016
Notice to Proceed.....October 11th , 2016
Construction Completion.....June 30th , 2017

VII. Special Provisions

SPECIAL PROVISIONS

Eric Lane Road and Sewer Improvements

The construction contract for this project will be administered in accordance with the General Provisions of the City's Standard Construction Specifications (2011).

DESCRIPTION OF WORK

The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the drawings, specifications, and the terms of the Contract.

The Work that is presented in the Bid Proposal for this Contract consists of the following major elements of work:

- Construction of 8" diameter ductile iron sewer main; including manholes and sewer services. The main shall be bored across ADOT West Hill Road rights-of-way. The remainder can be trenched. All sewer services can be trenched.
- Construction of water services hydrants.
- Construction of a paved road, installation of storm drain and catch basins
- Associated work includes, but may not be limited to:
 - Dewatering (for sewer main trenches, (pump water to downstream adjacent lots)
 - Temporary erosion control
 - Project SWPPP
 - Project Health and Safety Plan
 - Traffic Control and maintenance
 - Reseeding

GENERAL INFORMATION

This section describes the work and covers the basis for payment for all Work. Work performed, the equipment used, and the materials installed shall be in accordance with the Contract Documents.

The Contract price paid for each Bid Item shall constitute full compensation for furnishing all material, equipment and supplies; and performing all labor and operations for completion of Work as specified in the Contract Documents.

Construction required to complete the Work as specified in these Contract Documents, but not specifically mentioned in this Section, shall be considered incidental to those Bid Items for which payment is made.

The existing ground elevations and topographic features indicated have been provided by the Owner. The Contractor shall satisfy itself as to the current existing site conditions prior to disturbing the original ground.

No separate payment shall be made for work in the Contract Drawings that is not specifically enumerated in the pay items listed in the Technical Specifications, unless authorized in writing prior to the work being performed.

DISADVANTAGED BUSINESS REQUIREMENT

The Contractor shall, to the extent possible, use small, minority, women-owned or disadvantaged business concerns.

AMERICAN IRON AND STEEL

Iron and steel products used in this project are required to be produced in the United States.

AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with Title I – Employment of the American with Disabilities Act of 1990 (P.L. 101-336) and in accordance with that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training and other terms, conditions, and privileges of employment.

LIABILITY EXCLUSION

The City of Homer is not liable for damages or claims from damages arising from any Contractor’s performance or activities under the terms of this contract. The Contractor shall defend, indemnify, and hold harmless the City from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the City in connection with the performance of this contract; except those damages which may be caused by the sole negligence of the City.

CONSTRUCTION SCHEDULE (weather permitting)

Construction will commence –	October 11, 2016
Sewer main, and services, and water services and hydrants -	October 30, 2016
Road Excavation and Backfill –	November 15, 2016
Paving, signage and final cleanup -	June 30, 2017

Contractor will be required to provide a detailed **Critical Path Method** project schedule to the City at the Pre-Construction Conference.

APPLICABLE PREVAILING WAGE RATES

Contractor is required to pay State of Alaska Department of Labor or Workforce Development Laborers’ & Mechanics’ Minimum Rates of Pay. Contractor is required to submit State of Alaska Department of Labor Certified Payrolls in accordance with the State Department of Labor requirements, including submittal of signed Statements of Compliance.

Questions regarding compliance with State Prevailing Wage requirements should be directed to:

Warren E. Petrasek
Wage and Hour Investigator
Wage and Hour Administration
Anchorage Regional Office
Telephone: 907-352-2558
Email: warren.petrasek@alaska.gov

INSURANCE REQUIREMENTS

The Contractor shall provide the following types of insurance prior to starting work (see General Conditions - Article 6.18 – Insurance). All Insurance Certificates shall name “City of Homer, Alaska” and “The State of Alaska” as an additionally insured party. Contractor will also include a provision that the “Department of Transportation and Public Facilities” along with the “State of Alaska” not be liable for damages or claims from damages arising from any contractor’s performance or activities in connection with work authorized by the projects Grant Agreement.

- | | |
|--|---|
| 1. <u>Worker’s Compensation</u> | <u>Minimum Limits</u> |
| Employer’s Liability and Workers’ Compensation as required by Alaska State Workers’ Compensation Statutes. | Statutory
(no less than \$100K per occurrence) |
| U.S. Longshoremen & Harbor Workers’ (USL&H). | |
| 2. <u>Comprehensive General Liability</u> | <u>Minimum Limits</u> |
| Single Limit | \$1,000,000 |
| Aggregate | \$2,000,000 |
| <ul style="list-style-type: none">• Bodily Injury & Property Damage Liability• Premises Operations• Blanket Contractual• Broad Form Property Damage• Personal Injury• Independent Contractors | |
| 3. <u>Comprehensive Automobile Liability</u> | <u>Minimum Limits</u> |
| Bodily Injury and Property Damage, including All owned, hired and non-owned vehicles | \$1,000,000 |

ANTI-DISCRIMINATION REQUIREMENTS

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

ACCESS TO RECORDS AND PROJECT

The City and the State of Alaska shall have full access and the right to examine, excerpt, and copy any documents generated by the Contractor that relate to this project. Additionally, the City and the Department shall have unhindered access to the project site and all work performed in connection with this project.

Contractor shall provide access by the any of their duly authorized representatives of the City of Homer or the State of Alaska to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all required records for three years after final payment and all other pending matters are closed.

VIOLATION AND BREACH OF CONTRACT

Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches contract terms or either party terminates for cause or convenience are contained in the General Conditions of the City of Homer Standard Construction Specifications 2011 which provide for such procedures, sanctions and penalties as may be appropriate. See Section 5.30, 5.31., 5.32, and 5.34 of the General Conditions and liquidated damages amount in the contract.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS OF EXECUTIVE ORDER 11246

Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

COMPLIANCE WITH STATE AND FEDERAL ENVIRONMENTAL REGULATIONS

Contractor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

QUALITY CONTROL

The City shall be responsible for the cost of project quality control testing for compaction, including scheduling and performing all tests, hiring qualified testing personnel, retaining approved certified testing laboratories, and payment of all costs associated with the project

CONSTRUCTION SURVEYING, AS-BUILT SURVEY AND RECORD DRAWINGS

Contractor shall provide all necessary surveying and layout to perform the work in the Contract Documents. Owner will provide the basis of control for all surveys, as shown on the construction drawings.

Contractor shall perform an as-built survey and prepare Record Drawings of the completed construction project. Refer to Homer Standard Construction Specifications Article 5.9, Construction Surveying, for additional surveying and Record Drawing requirements.

The cost of preparing the as-built survey shall be incidental to the Construction Survey bid item. The as-built survey shall include, but not be limited to, the following:

Re-establish any survey monuments or permanent control points damaged or lost during construction; identifying the northing, easting, and invert elevations of all piping and appurtenances, valves, catch basins, inlets and outlets manholes, and final grades of the constructed facilities. Improvements shall be located by lines and grade, using the established "basis of control" provided in the Contract Documents. The Drawings shall be prepared and stamped by a registered land surveyor (RLS) currently licensed by the State of Alaska.

The Record Drawings shall include, but not be limited to, the following:

Lines, grades, and details of all improvements, and the interface with the existing sewer and water systems. Coordinates for all underground features such as piping, valves, manholes, catch basins, etc. The Record Drawings shall consist of a full size (22"x34") marked up in red reflecting any and all changes made from the original contract plan. Red-lined Drawings shall be submitted to the Engineer for review. The Record Drawings will not be considered complete until the Engineer issues final approval in writing.

ADOT STATE RIGHT-OF-WAY PERMITS

West Hill Road is a State right-of-way. Work within the this right-of-way must conform to ADOT requirements. A right-of way permit has been acquired and the plans reflect the conditions under which the utility work must be completed. The City will help the Contractor interpret the permit conditions as the work is completed; and facilitate communication with ADOT personnel to assure compliance with the standards set by ADOT.

MODIFICATIONS TO GENERAL PROVISIONS

Article 5.25 - Unusual Work Hours

The noise level from work completed before 8:00 AM and after 8:00 PM cannot exceed 75 db at a distance of 50 feet.

Article 6.7 - Traffic

The Contractor will employ a Worksite Traffic Supervisor certified by ATSSA or IMSA, in accordance with the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, Section 643-1.04.

Article 6.8 - Barricades, Warning Signs, and Flagmen

All Flagmen are to be certified in accordance with the Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, Section 643-3.04.

Article 6.10 – Air and Water Pollution Laws

The Contractor is responsible for preparing a Storm Water Erosion Control Plan (SWPPP) and protecting the waters of the United States as required by the Clean Water Act. The Contractor shall be responsible, *under the base bid*, for completing work as described below:

- 1) Obtain NOI and prepare a SWPPP. Obtain approval by the Owner.
- 2) Deliver three copies to Owner for approval and have at least one approved copy available on-site.
- 3) Maintain the SWPPP of Record
- 4) Provide required site signage/postings.
- 5) Implement the SWPPP, including weekly inspections and site documentation. Keep copy of all records on-site.
- 6) Construct a silt fence, wattles or other approved sediment control improvement immediately adjacent to the work as determined by the approved SWPPP plan.
- 7) Implement nominal/basic erosion control measures identified in the SWPPP and basic BMP's.
- 8) Any other normal requirements of the SWPPP, including but not limited to securing Owner signatures on weekly SWPPP inspection reports, submitting copies of the reports and other basic regulatory obligations.

The City will partner with the Contractor to determine means and methods employed to protect surface and ground water and manage risk. The City and the Contractor are jointly responsible for permitting and permit compliance within the work area. The SWPPP shall encourage the installation of final erosion control measures as soon as possible. Subcontractors must certify that they have read and will abide by the conditions of the project SWPPP.

The City and the Contractor will monitor the site and determine if any special additional work is required beyond the basic work identified in the SWPPP. Any work items above and beyond

that listed above will be paid for on a *time and material basis* if additional control measures are deemed necessary by the City/Contractor based on unusual weather or site conditions.

The City has filed a Notice of Intent (NOI) with the Alaska Department of Conservation (See Appendix for application and Permit Issuance). The Contractor shall also file a NOI using the project Name and Number contained within the Owner's permit. The City has paid all permit fees. At end of project, Contractor shall file a Notice of Termination (NOT).

The SWPPP shall be prepared by a Certified Professional in Erosion and Sedimentation Control (CPESC); an individual with a current AK-CESCL certification and at least three relevant years of experience; or a Professional Engineer registered in Alaska with current certification as AK-CESCL

The SWPPP plan and paperwork produced during construction will document that the project is in conformance with applicable Clean Water Act provisions and that work conforms to all project environmental permits conditions.

Contractor is responsible for revising SWPPP during construction if necessary. The Contractor will act as the Operator on the Construction site as it relates to completing SWPPP work activities. The Contractor shall track success and failures of BMP implementation in inspection reports.

Article 6.13 - Utilities

The Contractor shall protect all overhead and underground utilities as provided for in Article 6.13 of CHSCS 2000.

The City will be responsible for all charges and fees associated with providing electric service to the street lighting system. The Contractor is responsible for installing the post mounted meter as shown on the plans.

The City will be responsible for paying all costs associated with HEA/ACS/GCI work required to stabilize exposed underground facilities and any relocation of existing utilities that may be required. The Contractor is responsible for coordinating with each utility and the City to accomplish the work, coordinate work scheduling, and minimizing adverse impacts to private utilities within the work area.

BASIS OF MEASUREMENT AND PAYMENT

This section describes the work and covers the basis for measurement and payment for all Work. Work performed and the materials and equipment installed shall be in accordance with the Contract Documents.

The Contract price paid for each Bid Item shall constitute full compensation for furnishing all material, equipment and supplies; and performing all labor and operations for completion of Work as specified in the Contract Documents.

Construction required to complete the Work as specified in these Contract Documents, but not specifically mentioned in this Section, shall be considered incidental to those Bid Items for which payment is made.

The existing ground elevations and topographic features indicated have been provided by the Owner. The Contractor shall satisfy itself as to the current existing site conditions prior to disturbing the original ground.

No separate payment shall be made for work in the Contract Drawings that is not specifically enumerated in the pay items listed in this section. All work not specified in these pay items shall be considered incidental to other items of work.

CONTRACTOR'S REQUEST FOR PAYMENT

<p style="text-align: center;">To Be Completed By Contractor</p> <p>Owner: _____</p> <p>Contractor: _____ NO: _____ Period: _____</p> <p>Project: _____ Contract No.: _____ Page _____ of _____</p> <p>Original Contract Amount \$ _____</p> <p>Amount Of Approved Change Orders \$ _____ (add or subtract)</p> <p>Authorized Contract Amount \$ _____</p> <p>Bid Items Completed to Date \$ _____</p> <p>Change Orders Completed to Date \$ _____</p> <p>Materials on Hand \$ _____</p> <p>Total Amount Completed To Date \$ _____</p> <p>Contract Retainage Amount _____ % \$ _____</p> <p>This Request _____ % \$ _____ (add or subtract)</p> <p>Total Amount Due to Date: \$ _____</p> <p>Less Previous Payments: (subtract) \$ _____</p> <p>Amount Requested This Period \$ _____</p>	<p style="text-align: center;">To Be Completed By Engineer If Adjustment Recommended</p> <p>City of Homer PO# _____</p> <p>Project # _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____ (add or subtract)</p> <p>\$ _____</p> <p>(subtract) \$ _____</p> <p>\$ _____</p>
<p>We hereby represent that the above is a true estimate of work completed under the above contract to date and hereby release the Owner from any claims for materials or labor furnished to expense included in requests for payment to date, except for integrated units of construction partially completed for which no request for payment has been made.</p>	
<p>CONTRACTOR: _____ Date: _____</p> <p>By: _____ TITLE: _____</p>	
<p>Payment Approved \$ _____ ORD.(RES) NO. _____</p> <p>Owner's Official: _____ Date: _____</p> <p>Title: _____</p>	
<p>RECOMMENDED FOR PAYMENT:</p> <p>Project Engineer _____</p> <p>Resident Engineering Representative _____ Date: _____</p> <p>Request Verified: _____ Date: _____</p> <p>Public Works Director _____</p>	

VIII. APPENDICES

Davis–Bacon Requirements

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative,

will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each

such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or

any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or

subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

II. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to **INSERT STATE CONTACT NAME, EMAIL, and TELEPHONE NUMBER** for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar

instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and

decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or

working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is

not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

OFFICE
USE
ONLY

a.

Address (Number and street)

b.

City or town

State

ZIP code

c.

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

d.

Address (Number and street)

City or Town

County

State

ZIP code

e.

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

f.

c. Was an EEO-1 report filed for this establishment last year? Yes No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N
	Hispanic or Latino							Not-Hispanic or Latino							
	Race/Ethnicity							Race/Ethnicity							
	Male			Female				Male			Female				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers 1.1															
First/Mid-Level Officials and Managers 1.2															
Professionals 2															
Technicians 3															
Sales Workers 4															
Administrative Support Workers 5															
Craft Workers 6															
Operatives 7															
Laborers and Helpers 8															
Service Workers 9															
TOTAL 10															
PREVIOUS YEAR TOTAL 11															

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 one 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALASKA CLEAN WATER FUND & ALASKA DRINKING WATER FUND**

**DISADVANTAGE BUSINESS ENTERPRISES
OVERVIEW**

The loan recipient, consultant and contractor of an Alaska Clean Water or Drinking Water Fund revolving loan project are required to comply with EPA regulations (40 CFR Part 33) concerning the use of disadvantage owned businesses enterprises (DBE). Also required is compliance with EEO/Affirmative Action Regulations of the Department of Labor (see attached Statement of Acknowledgement). These regulations help ensure that economic opportunities are available to all people of this country.

The expenditure of Federal funds must reflect equal opportunity, anti-discrimination provisions of the 1964 Civil Rights Act, affirmative action and DBE or more specifically small, minority and women-owned businesses utilization under EPA's DBE program. Utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in completing a project. For all situations, contractors must take necessary and reasonable steps to ensure DBE's have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of projects where assistance is provided from an ADEC revolving loan fund program.

NOTE: On March 26, 2008, the Environmental Protection Agency (EPA) Office of Small Business Programs (OSBP) published its final rule, "Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency Financial Assistance Agreements (DBE Rule) in the Federal Register (40 CFR part 30-40). The final rule took effect on May 25, 2008. The EPA DBE Program encompasses many of the components of the former MBE/WBE Program and also includes changes.

Some changes are:

- Creation of the Disadvantaged Business Enterprise (DBE) Program (formerly the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Program).
- Recipients receiving a total of \$250K or less in financial assistance in a given fiscal year are exempt from this requirement.
- The "Six Affirmative Steps" and "Six Positive Efforts" were combined into the "Six Good Faith Efforts."
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- The loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor.

- If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must use the Six Good Faith Efforts in selecting a replacement subcontractor.
- The prime contractor must employ the Six Good Faith Efforts even if the prime has achieved its Fair Share Objectives.
- Recipients who reported quarterly under the old MBE/WBE program will now report semi-annually.
- MBE's and WBE's can no longer self-certify. They must be certified by EPA, Small Business Administration (SBA), Department of Transportation (DOT) or by state, local, Tribal or private entities whose certification criteria match EPA's. (MBEs and WBEs must be certified in order to be counted toward a recipient's MBE/WBE accomplishments.) The new requirements affect all financial assistance agreements entered into from the effective date of the rule (May 25, 2008). The new DBE rule won't affect those financial assistance agreements entered into before May 25, 2008; those will still operate under the old MBE/WBE program requirements.

SUMMARY OF GOALS

Stated simply, in meeting DBE goals under this program, the prime contractor must either 1) achieve the goal of contracting to Minority or Women-Owned Enterprises (MBE/WBE), or 2) follow the proper procedures in thoroughly documenting good faith efforts to achieve MBE/WBE goal participation. A prime contractor who is an MBE/WBE firm can also be counted towards the goal. (see attached current participation goals for the Department)

REQUIREMENTS

A. Definitions

- Disadvantaged Business Enterprise – Per EPA requirements for projects funded under the Alaska Drinking Water Fund and Alaska Clean Water Fund loan programs, Disadvantage Business Enterprises only include entities owned and/or controlled by socially and economically disadvantaged individuals (as described in 42 USC 7601 and 42 USC 4370d) – which includes Women's Business Enterprises (WBE) and Minority Business Enterprises (MBE). (for more information go to: <http://www.epa.gov/osbp/grants.htm>)
- Minority Business Enterprise or Women Owned Business Enterprise – means a small business concern which is owned and controlled by one or more minorities or women. Owned and controlled means a business:
 1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;

2. Whose management and daily business operations are controlled by one or more such individuals.
- **Socially Disadvantage Individual** – means a person who is a citizen or lawful permanent resident of the United States and who is:
- Black;
 - Hispanic;
 - Portuguese;
 - Asian American;
 - American Indian and Alaskan Native; and
 - Members of other groups, or other individuals, found to be economically and socially disadvantaged by the United States Small Business Administration under section 8(a) of the federal Small Business Act.
- **Economically Disadvantaged Individual** – those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital or credit opportunities, as compared to others in the same business area who are not socially disadvantaged.

B. Implementation for DBE Procurement

As part of ADEC's capitalization grants for both the ADWF and ACWF loan programs, the programs have an overall Fair Share (or utilization goal) objective of 3.89% for MBE entities and 2.02% for WBE entities for construction only (effective July 1, 2013 – June 30, 2016). The loan recipient, engineering firm responsible for construction phase services, and prime contractor are required to adopt this same fair objective. The fair share objective is not a quota, EPA cannot penalize ADEC, the loan recipient, engineering firm, or the prime contractor for not meeting MBE or WBE participation objectives.

The prime contractor and consulting engineer responsible for construction phase services are required to make the good faith efforts and apply necessary administrative requirements. If the good faith efforts are not made when subcontracts are considered for the prime construction contract or for engineering construction phase services, the ability of ADEC to fund the project, or portion thereof, may be jeopardized.

C. How to Count DBE (MBE/WBE) Goals

The proposed MBE/WBE firms to be used must be declared by the Bidder before contract award. The MBE/WBE may act as a prime contractor, subcontractor, joint venture partner, or supplier. To be counted toward a goal, the MBE/WBE must perform a commercially useful function. To calculate the minimum dollar value for MBE/WBE participation, multiply the total estimated contract price (including additives or alternates, if any) by the goal percentage.

D. How to Obtain DBE (MBE/WBE) Participation

Prior to the scheduled pre-bid conference, solicit MBE/WBE participation to meet the goal. By contract award, the Bidder must either meet the goal or have made good faith efforts to do so. Good faith efforts include, but are not limited to the following:

1. Including qualified small, minority and women's business enterprises on solicitation lists.
2. Assuring that small, minority and women's businesses are solicited. If the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.
3. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses.
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, minority and women's businesses.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
6. If the prime contractor or proposer awards subcontracts/procurements, require the subcontractor to take the affirmative steps 1 through 5 above.

E. How to Credit DBE (MBE/WBE) Participation

If the Bidder's firm is a qualified Minority or Women-Owned Business Enterprise, credit will be given for the portion of the contract for which the Bidder performs a commercially useful function, and for that portion that is subcontracted to other MBE/WBE firms. For example, a MBE/WBE prime contractor proposes to perform 60% of a project quoted at \$500,000, and subcontracts 20% to a majority firm and the remaining 20% to another MBE/WBE. This means the credited MBE/WBE participation will be 80% for the project (60% + 20%) or \$400,000.

F. The DBE (MBE/WBE) Reporting Package

To meet the MBE/WBE reporting requirements of the program, the following forms need to be submitted during the course of bidding, contract award, and administration of this project:

1. COMPLIANCE STATEMENT - acknowledges the MBE/WBE requirement by the bidder. It must be provided with the bid.
2. REPORT OF PARTICIPATION – documents the level of anticipated MBE/WBE participation. It is submitted after bid opening, but before contract award.
3. CONTACT DOCUMENTATION – documents the efforts taken to attain the MBE/WBE goals and it, or other documentation should be submitted with the Report of Participation if the bidder did not meet the established goal.
4. GOOD FAITH EFFORTS – Forms 6100-2, -3 and -4 that identify subcontractor participation, performance and utilization, respectively.

Form 6100-2: This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have.

This form must be provided to the DBE subcontractor. If the form is submitted by the DBE subcontractor it must be maintained in the file with the prime's contract.

Form 6100-3: This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.

This form must be completed by every DBE subcontractor and submitted as part of the bid or proposal package. It must be maintained in the file with the prime's contract.

Form 6100-4: This form captures the prime's intended use of an identified DBE subcontractor, and the dollar amount of the subcontract.

This form must be completed by the prime contractor and submitted as part of the bid or proposal package. It must be maintained in the file with the prime's contract.

5. **CONTRACT & PROCUREMENT SEMI-ANNUAL REPORT** – documents the actual MBE/WBE contracts executed by the Prime Contractor and submitted to the City. In the first week of April (reporting period, Oct – Mar) and October (reporting period, Apr – Sep), the City will submit a listing of the executed contracts (for the previous reporting) to the Alaska Department of Environmental Conservation through use of form 5700-52A. (form available at: http://www.epa.gov/osbp/pdfs/5700_52a.pdf)

G. Create and Maintain a Bidders List

Any entity that receives an ACWF or ADWF SRF loan is required to create and maintain a bidders list if the loan recipient is subject to, or chooses to follow, competitive bidding requirements. **The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs and must be maintained until the end of the project.**

H. DBE Anti-Discrimination Contract Clause

Under 40 CFR part 33, Appendix A, the following statement must be included in **every contract** issued by an ACWF/ADWF borrower to a prime contractor. The statement cannot be changed, modified, or altered in any way.

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Minority and Women-Owned Business Enterprises (MBE/WBE) Report of Participation Documents.

The following documents and other pertaining documents required by State or Federal reporting purposes are the responsibility of the contractor to complete and submit to the City of Homer and appropriate State or Federal Agency regardless of the status of the contractor. ADEC regulations require that the contractor shall attempt to meet the goals of Minority or Woman Business Enterprise.

The Report or Participation form must be submitted to the City of Homer and reviewed and approved by the funding agency before award of the contract.

The Contact Documentation is for contractor convenience. If they cannot meet the goal, they will have the Data to show they did make the contacts. The requirement is to Contact MBE/WBE firms, there is no requirement to select them.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES CONTRACT & PROCUREMENT QUARTERLY REPORT are to be submitted by the Contractor Quarterly to the City of Homer.

MBE/WBE REQUIREMENTS

This contract is subject to Minority and Women-Owned Business Enterprise (MBE/WBE) Goals and Requirements. The bidder shall certify that the bidder/proposer is aware of and will comply with the specifications and all applicable federal and state statutes and regulations concerning disadvantaged business participation in the City's programs, and the MBE/WBE Requirements shall be interpreted so as to provide the greatest opportunity for MBE/WBEs to participate in this solicitation. The MBE/WBE Specifications are shown below.

Part I – GENERAL

1.1 State of Alaska Department of Environmental Conservation – Minority and Women-Owned Business Enterprises overview.

A. The loan recipient, consultant, and contractor of an Alaska Clean Water or Drinking Water fund loan project are required to comply with EPA regulations concerning the use of small, minority and women-owned businesses. Also required is compliance with EEO/Affirmative Action Regulations of the Department of Labor. These regulations help ensure that economic opportunities are available to all people of the country.

B. The expenditure of Federal funds must reflect equal opportunity, anti-discrimination provisions of the 1964 Civil Rights Act, affirmative action and small, minority and women-owned business utilization. The above requirements are applicable to all contracts and subcontracts exceeding \$25,000. It is the function of the Office of Small and Disadvantaged Business Utilization and the Department of Labor, Office of Federal Contract Compliance Programs to assure that these mandates are carried out to the maximum extent practical.

Part 2 – Summary of Goal

2.1 Stated simply, the prime contractor must either 1) achieve the goal of contracting 4.92% of the contract value to Minority-Owned Business Enterprises (MBE) and 2.38% of the contract value to Women-Owned Business Enterprises (WBE) for a total of 7.3% MBE/WBE participation, or 2) follow the proper procedures in thoroughly documenting good faith efforts to achieve 7% MBE/WBE participation. A prime contractor that is an MBE/WBE firm can be counted towards the goal.

PART 3 – REQUIREMENTS

A. A minority Business Enterprise or Women Owned Business Enterprise is defined as a small business concern that is owned and controlled by one or more minorities or women. Owned and controlled means a business:

1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;
2. Whose management and daily business operations are controlled by one or more such individuals.

B. Minority means a person who is a citizen or lawful permanent resident of the United States and who is:

1. Black
2. Hispanic
3. Portuguese
4. Asian American
5. American Indian and Alaskan Native, and
6. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the United States Small Business Administration under section 8(a) of the federal small business act.

C. MBE/WBE firms that are registered with ADOT&PF and/or the Municipality of Anchorage as MBE/WBE firms satisfy the definition of MBE/WBE firms for this contract. Bidders shall utilize the Municipality of Anchorage (MOA) MBE/WBE registration list to determine whether to categorize a DBE contractor on the ADOT&PF registration list as MBE or WBE for the purposes of this contract. If an ADOT&PF registered DBE contractor is not on the MOA list, the bidder shall use their best judgment to categorize the sub-contractor as MBE or WBE for this contract.

3.2 HOW TO COUNT MBE/WBE Goals

A. The proposed MBE/WBE firms to be used must be declared by the Bidder before contract award. The MBE/WBE may act as a prime contractor, subcontractor, joint venture partner, or supplier. To be counted toward a goal, the MBE/WBE must perform a commercially useful function. To calculate the minimum dollar value for MBE/WBE participation, multiply the total estimated contract price (including additives or alternates, if any) by the goal percentage.

3.3. HOW TO OBTAIN MBE/WBE PARTICIPATION

A. Prior to the scheduled pre-bid conference, solicit MBE/WBE participation to meet the goal. By contract award, the Bidder either must meet the goal or have made good faith efforts to do so. Good faith efforts include, but are not limited to, the following:

1. Including qualified small, minority and women's business enterprises on solicitation lists.
2. Assuring that small, minority and women's businesses are solicited.
3. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses.
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, minority and women's businesses.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
6. If the prime contractor or proposer awards subcontracts/procurements, require the subcontractor to take the affirmative steps 1 through 5 above.

3.4 HOW TO CREDIT MBE/WBE PARTICIPATION

A. If the Bidder's firm is a qualified Minority or Women-Owned Business Enterprise, credit will be given for the portion of the contract for which the Bidder performs a commercially useful function and for that portion that is subcontracted to other MBE/WBE firms. For example, a MBE/WBE prime contractor proposed to perform 60% of a project quoted at \$500,000, subcontracts 20% to a majority firm and the remaining 20% to another MBE/WBE. This means the credited MBE/WBE participation will be 80% for the project (60% + 20%) or \$400,000.

3.5 THE MBE/WBE REPORTING PACKAGE

A. To meet the MBE/WBE reporting requirements of the program, the following forms need to be submitted during the course of bidding, contract award, and administration of this project:

1. COMPLIANCE STATEMENT – acknowledges the MBE/WBE requirement by the bidder. It must be provided with the bid.
2. REPORT OF PARTICIPATION – documents the level of anticipated MBE/WBE participation. It is submitted after bid opening, but before contract award.
3. CONTACT DOCUMENTATION – documents the efforts taken to attain the MBE/WBE goals and it, or other documentation should be submitted with the Report of Participation if the bidder did not meet the established goal.
4. UTILIZATION – documents actual MBE/WBE utilization. It is submitted with each pay request.
5. CONTRACT AND PROCUREMENT QUARTERLY REPORT – documents the actual MBE/WBE contracts executed by the Prime Contractor and submitted to the City. In the first week of each quarter (January, April, July, October) the City will submit a listing of the executed contracts (for the previous quarter) to the Alaska Department of Environmental Conservation.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBLY MATTERS**

Federally debarred firms are prohibited from bidding on this project. The following form (EPA Form 5700-49) must be submitted by the successful bidder and any subcontractors before construction contract is signed.

Suspension and Debarment

Contractor shall fully comply with Subpart C of 40 CFR Part 32, entitled “Responsibilities of Participants Regarding Transactions.” Contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Debarment status can be accessed at www.epls.gov

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
REPORT OF PARTICIPATION**

Project Name _____ RFP/Contract No. _____

Company Name _____ Prepared By _____

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBE/WBE subcontract must be provided to the City by the successful prime contractor. Any changes to the list below must have prior approval by the City. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.

Firm Name	AK Contractor's License No.	Contact Name & Phone No.	Type of Work	Contract Amount	MBE/WBE
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____

Contract(s) Total: \$ _____ MBE/WBE Goal: _____% Achieved: _____% = \$ _____

Authorized Representative's Signature _____ Date _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES
CONTACT DOCUMENTATION**

Project Name _____ **RFP/Contract No.** _____

Company Name _____ **Authorized Signature/Title** _____

This form is provided for your convenience to document your efforts in meeting MBE/WBE utilization goals. You may use additional sheets if needed. If you do not meet the MBE/WBE goal, you may return this form, or other supporting documentation (explanations, advertising notices, solicitations, etc.) with your MBE/WBE Report of Participation.

Firm _____ MBE _____ WBE _____
Address _____

Type of Work _____ Bid Amount \$ _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ MBE _____ WBE _____
Address _____

Type of Work _____ Bid Amount \$ _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ MBE _____ WBE _____
Address _____

Type of Work _____ Bid Amount \$ _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

From the “Consolidated Appropriations Act, 2014” H.R. 3547
(PL113-76, enacted 1/17/2014), and as codified under section 608 of the
FWPCA (Federal Water Pollution Control Act)

“SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.”



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date _____

Company Name _____

Company Address _____

City, State Zip _____

Subject:

American Iron and Steel Step Manufacturer Certification for
Project Name _____

I, _____ (company representative), certify that the _____
(melting, bending, coating, galvanizing, cutting, etc.) process for _____
(manufacturing or fabricating) the following products and/or materials shipped or provided for
the project is in full compliance with the American Iron and Steel requirement as mandated in
EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

Such process took place at the following location: _____(address)

If any of the above compliance statements change while providing material to this project we
will immediately notify the prime contractor and the engineer.

Company representative

Signature

Date

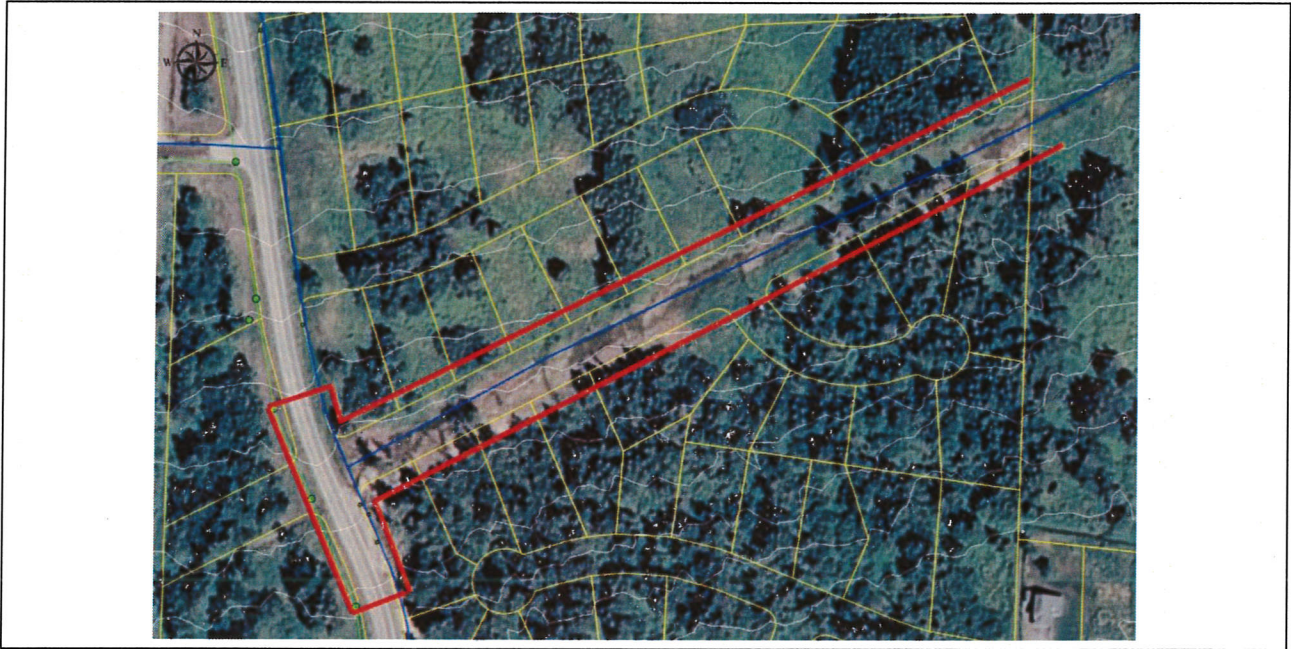
Appendix : Sample Construction Contract Language

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Eric Lane

Geotechnical Report

August 2016



Prepared For:
City of Homer

Prepared By:
Kinney Engineering, LLC
3909 Arctic Blvd, Ste 400
Anchorage, AK 99503
907-346-2373



Mikal K. Hendee, P.E.

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Executive Summary

Eric Lane is a proposed new road that will provide access to a new subdivision on the west side of Homer, Alaska. In addition to the new road, a new sewer main will be installed. A water main and natural gas pipeline were previously installed along the alignment.

The City of Homer contracted with Kinney Engineering, LLC to prepare this Geotechnical Report for Eric Lane. On June 22, 2016, five test holes were advanced to depths from 10.5 feet to 13.3 feet below grade along the southern side of the alignment centerline. Soils encountered consisted of a thin layer of silty loam topsoil containing a small amount of organic material, underlain by gray-brown to gray silt with occasional rocks (glacial till). The gray silt had pockets of silt that appeared to have some plasticity (clayey-silt). The moisture content of the silt decreased with depth and the density increased to the point that the drilling rig could not advance the auger. The frequency of rocks encountered during drilling also increased with depth.

The test hole locations are presented in Appendix A. The test hole logs are presented in Appendix B. Laboratory data is presented in Appendix C.

1 Introduction

The City of Homer contracted with Kinney Engineering, LLC (KE) to prepare this Geotechnical Report, which presents the results of the subsurface investigation, for Eric Lane in Homer, Alaska. Eric Lane is a proposed new road that will provide access to a new subdivision on the west side of Homer. Eric Lane is north of the Sterling Highway MP 172 via West Hill Road in T 6 S R 14 W Sections 19 and 24, Seward Meridian (Figure 1).

Eric Lane is a proposed 1200-foot long, two-lane paved roadway with a right-of-way (ROW) width of 80 feet. An asphalt sidewalk is planned for one side of the road, and a new sewer main is proposed south of the roadway centerline. A water main was installed along the north side of the centerline in 2005. A natural gas pipeline was previously installed along the southern edge of the right-of-way.

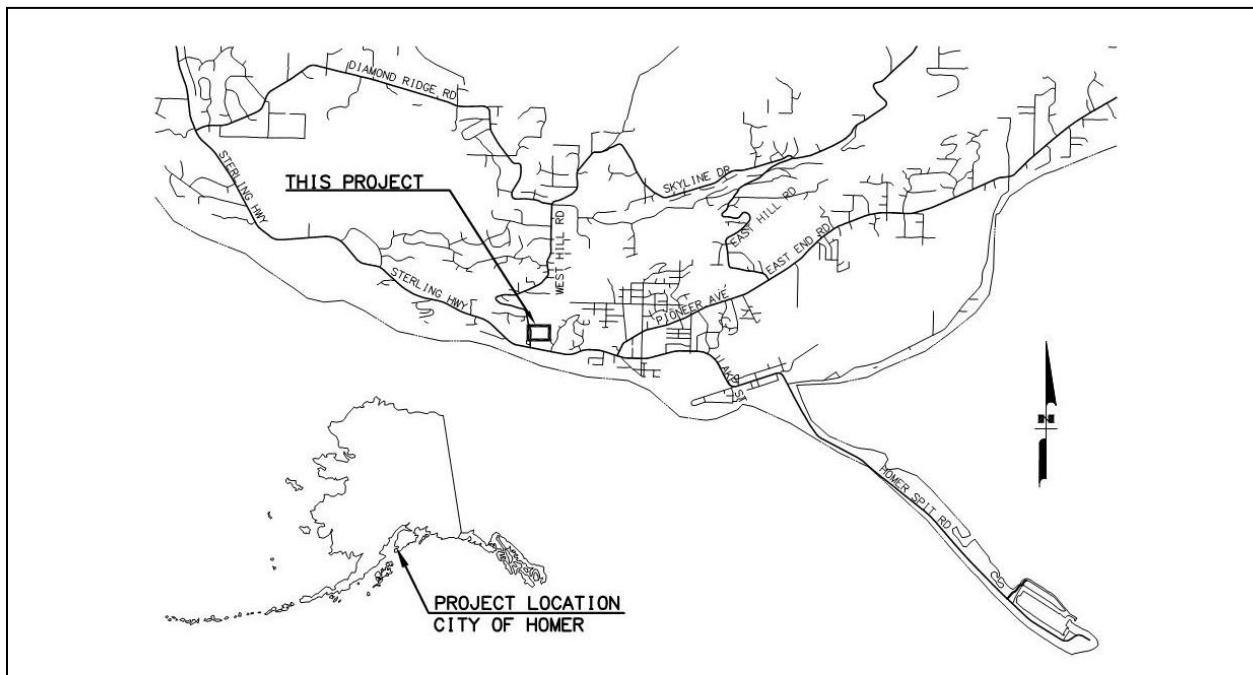


Figure 1: Eric Lane Vicinity Map

2 Existing Conditions

Eric Lane is located west of downtown Homer and north of the Sterling Highway. The area is bounded on the west by West Hill Road and on the east by Soundview Avenue. The site is undeveloped with intermittent stands of mature mixed spruce and deciduous trees.

2.1 Geology and Topography

Eric Lane is located on the Homer Bench, a glacially sculpted bench on the southern tip of the Kenai Lowland. Local bedrock is comprised of interbedded, moderately indurated Tertiary siltstones, claystones, and sandstones, with minor beds of conglomerates and subbituminous coal. The area has undergone multiple glaciations during the Pleistocene and Holocene epochs.

The Homer Bench is bounded by 500 to 800-foot high bedrock bluffs to the north and Kachemak Bay to the south. Soils in the area generally consist of unconsolidated deposits of glacial moraines and till, alluvial fans, elevated tidal deposits, and landslide deposits. Soils specific to the Eric Lane area consist primarily of glacial till. Drainage is predominantly southward.

2.2 Climate

Homer lies within the Maritime Climatic Zone of Alaska. Yearly average maximum temperature is 44.5F, and the average minimum temperature is 30.7F. Average annual precipitation is 24.47 inches, with an average annual snowfall of 54.9 inches. The Period of Record Monthly Climate Data is presented in Table 1 (Source: Alaska Climate Summary <http://www.wrcc.dri.edu/summary/Climsmak.html>).

Table 1: Homer WSO Airport (Station 503665)

Period of Record : 09/01/1932 to 06/09/2016													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	29.1	32.3	35.5	43.1	50.7	57.1	60.8	60.5	54.9	44.5	35	30.1	44.5
Average Min. Temperature (F)	16.5	18.9	21.3	28.9	35.7	42.1	46.3	46	40.3	31.3	22.8	18.1	30.7
Average Total Precipitation (in.)	2.22	1.81	1.52	1.2	0.97	0.96	1.56	2.46	3.06	3.13	2.74	2.83	24.47
Average Total SnowFall (in.)	9.6	11.3	9.2	2.9	0.3	0	0	0	0	2.1	7.4	12.1	54.9
Average Snow Depth (in.)	4	5	5	2	0	0	0	0	0	0	1	4	2
Percent of possible observations for period of record.													
Max. Temp.: 95.7% Min. Temp.: 95.9% Precipitation: 95.4% Snowfall: 91.7% Snow Depth: 92.8%													
Check Station Metadata or Metadata graphics for more detail about data completeness.													

2.3 General Site Conditions

Eric Lane is located on a narrow bench that runs east-west along a southward facing slope with grades of approximately three percent. The bench contains areas of grasses with stands of mature mixed spruce and deciduous trees. Water appears to be perched on soils with poor drainage in

isolated areas. The weather had been dry for several days prior to our investigation; therefore, there was very little standing water along the alignment.

The alignment had been disturbed during the installation of a water main north of the centerline and a natural gas pipeline along the southern edge of the right-of-way. Grasses had grown back in the areas of disturbance; however, a slight depression existed along the water main. KE is in the process of developing a Wetlands Delineation Report for this project that explains the vegetation in more detail.

3 Geotechnical Investigation

The geotechnical investigation for the proposed road and sewer line was performed on June 22, 2016 under the direction of Mikal K. Hendee, P.E. A total of five test holes were drilled along the proposed alignment to depths ranging from 10.5 feet to 13.3 feet. The test hole locations are presented in Appendix A. The test holes were field located based on preliminary layout drawings. The geographic coordinates of each test hole were recorded using a handheld GPS and are presented on the test hole logs. In addition, the test holes were field located by a survey crew one week after drilling.

The test holes were drilled using a track-mounted Geoprobe 6712DT drill rig equipped with 3.25-inch ID hollow stem auger, owned and operated by Discovery Drilling, Inc. of Anchorage. The soil profile was logged as the test holes were drilled. The test hole logs are presented in Appendix B.

3.1.1 Sampling

Soil samples were obtained by grabbing material from the auger flights in the first foot of the test hole, and by the Standard Penetration Test (SPT) at incremental 5-foot depths. The SPT samples were obtained advancing a 2.0-inch outside diameter (OD) by 1.4-inch ID split spoon sampler with a 140-pound DH100 automatic hammer. The number of hammer blows required to drive the sampler 6 inches was recorded on the test hole logs. From this value, the relative density of the soils can be determined. Samples were sealed in plastic bags and delivered to the Terra Firma Testing laboratory in Anchorage.

3.1.2 Laboratory Testing

In the laboratory, the samples were re-examined to verify field classifications. Samples were tested for moisture content, particle size distribution, frost classification, and Atterberg Limits, as appropriate. The soils have been classified in accordance with the Unified Soils Classification System described in Appendix B. Laboratory test results are shown on the test hole logs and tabulated in the Summary of Samples in Appendix C. Particle size data are presented in Appendix C.

3.1.3 Soil Conditions

The test holes each contained similar material with the following soil profile along the proposed alignment: A thin layer of silty loam topsoil containing a small amount of organic material, underlain by gray-brown to gray silt with occasional rocks (glacial till). The gray silt had pockets of material that appeared to have some plasticity (clayey-silt). The moisture content of the silt decreased with depth and the density increased to the point that the drilling rig could not advance the auger. The number of rocks encountered also increased with depth.

No water was encountered in any of the test holes during the drilling operation. The test holes were temporarily marked with short pieces of poly-vinyl chloride (PVC) pipe, which was replaced with survey lath the next day. While replacing the PVC pipe, water was observed in test holes

TH-3 and TH-5, approximately 3 to 5 feet below grade. Both of these test holes were in depressions along the alignment; therefore, it is theorized that the water was surface water that seeped into the test holes overnight and was not ground water.

4 Discussion & Recommendations

4.1.1 Road Embankment

Subgrade soils along the proposed Eric Lane alignment consist primarily of silt with some gravel and cobbles. The silt is highly frost susceptible with a U.S. Army Corps of Engineers frost classification of F4. The material is dense to very dense, increasing with depth. The subgrade is suitable for road embankment support, provided the embankment material consists of non-frost susceptible (NFS) material, which is defined as mineral soil containing less than three percent by weight particle size smaller than 0.02 mm.

The layer of surficial topsoil should be removed prior to placing the embankment material. A layer of woven geotextile fabric should be installed between the silt subgrade and the embankment section. Water seepage will need to be controlled during construction in order to keep the silt subgrade from becoming saturated. In addition, natural drainage paths should be identified during the design phase and culverts or other means to control surface water should be incorporated into the design. The subgrade silt will lose strength if it becomes saturated and may possibly swell. Addition of water will increase the frost action of the silt subgrade as well.

The embankment section should consist of a minimum 30 inches of Type II material (less than 10 percent particle size passing the number 200 sieve), overlain by at least 6 inches of Type III material (less than 6 percent particle size passing the number 200 sieve), overlain by at least 2 inches of Aggregate Base Leveling material, covered with at least 2 inches of Asphalt Concrete. These materials are defined in the City of Homer Standard Specifications. Figure 2 shows the recommended embankment section graphically.

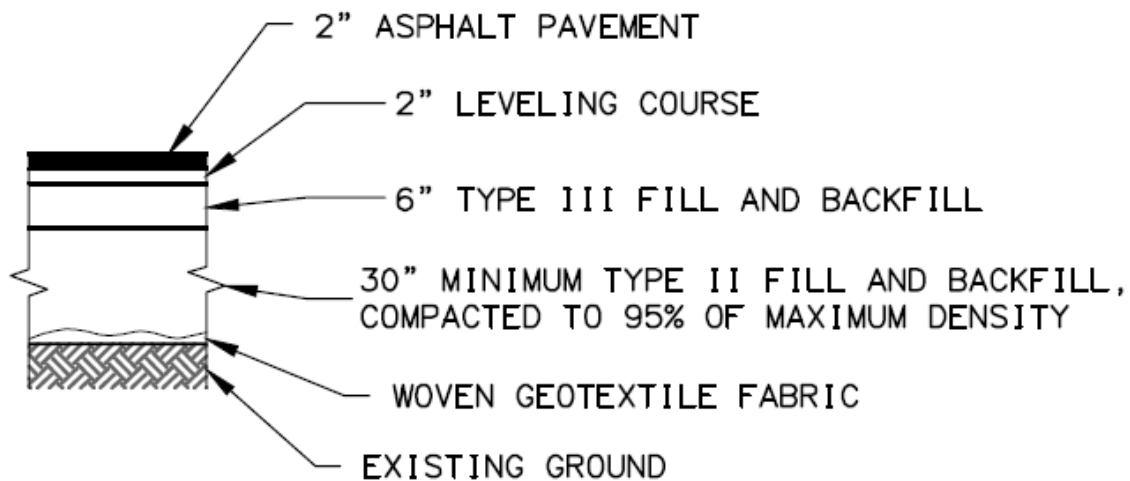


Figure 2: Recommended Embankment Section

4.1.2 Sewer

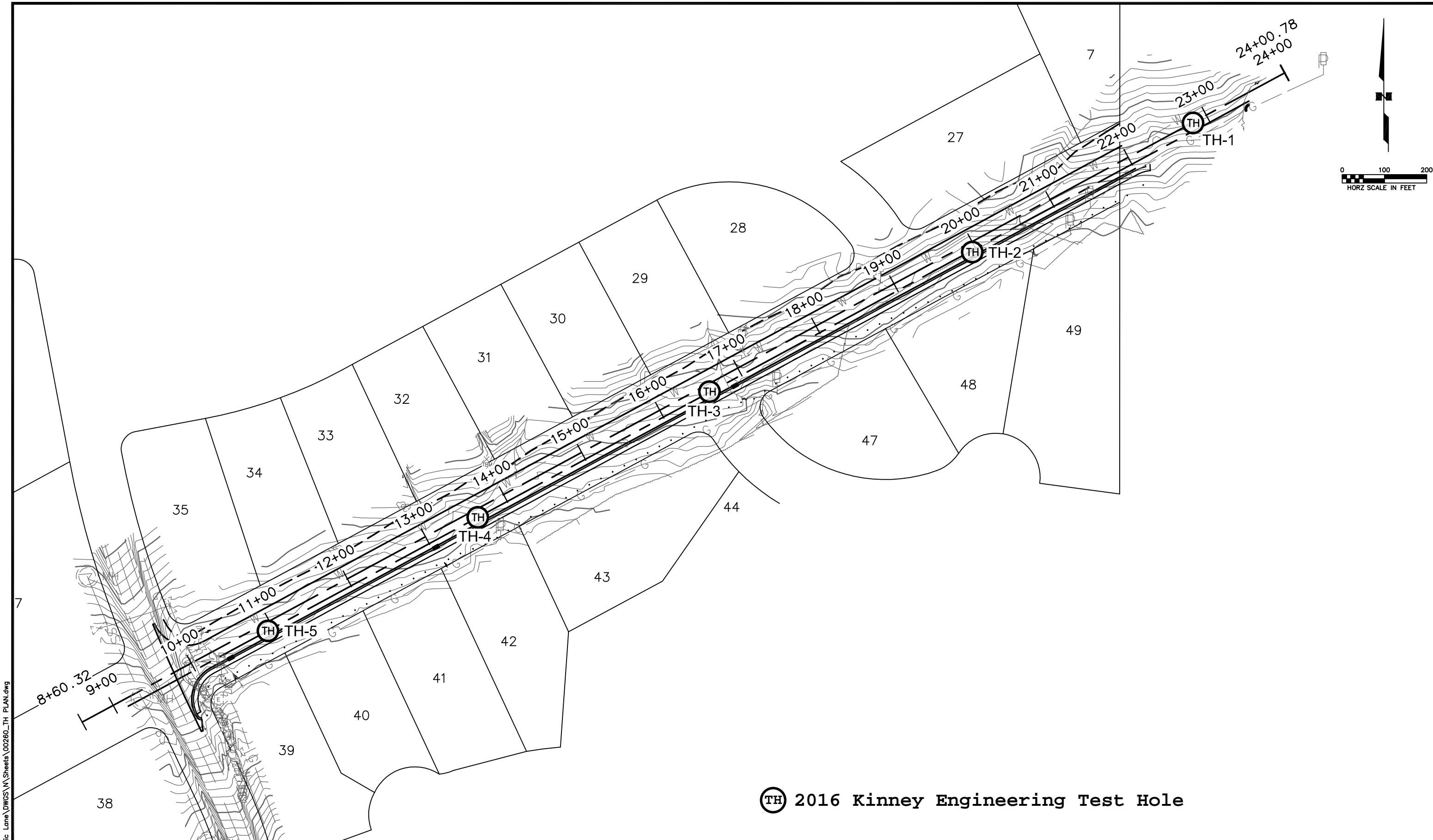
The proposed buried sewer along Eric Lane can be installed in the silt subgrade with some precautions. The sewer pipe should be installed below the freezing depth to avoid the risk of damage from cobbles being forced against the pipe by frost action. Properly compacted bedding material, meeting the City of Homer or project specific specifications, should be installed around the sewer pipe to prevent damage from cobbles both above and below the sewer pipe.

The trench should be constructed to meet Occupational Safety and Health (OSHA) requirements. Water infiltration into the trench should be controlled. Water will soften the dense silt material and will interfere with proper compaction of the bedding material and the backfill. The trench should be backfilled in accordance with the City of Homer or project specific specifications.

5 References

Kinney Engineering, LLC. *Eric Lane Wetlands Delineation Report*. 2016

Appendix A: Test Hole Locations



Z:\PROJECTS\00260-05_Eric Lane\DWGS\N\Sheets\00260_TH_PLAN.dwg

Ⓧ 2016 Kinney Engineering Test Hole









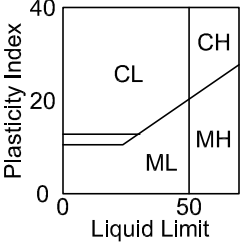







KINNEY
 ENGINEERING, LLC
 KINNEY ENGINEERING, LLC
 3909 ARCTIC BLVD., SUITE 400
 ANCHORAGE, AK 99503
 907-346-2314

ERIC LANE TEST HOLE LOCATIONS

Date	7/20/2016
Drawn	BCL
Checked	MH
KE W.O.	00260

Figure
1

Appendix B: Test Hole Logs

MAJOR DIVISIONS		SYMBOL	TYPICAL NAMES	
COARSE GRAINED SOILS >50% larger than #200 sieve, 75µm	GRAVELS More than half of the coarse fraction is larger than #4 sieve size, >4.75 mm.	Clean gravels with little or no fines	GW 	Well graded gravels, sandy gravel
		Gravels with more than 12% fines	GP 	Poorly graded gravels, sandy gravel
			GM 	Silty gravels, silt sand gravel mixtures
		GC 	Clayey gravels, clay sand gravel mixtures	
	SANDS More than half of the coarse fraction is smaller than #4 sieve size	Clean sands with little or no fines	SW 	Well graded sand, gravelly sand
		Sands with more than 12% fines	SP 	Poorly graded sands, gravelly sand
			SM 	Silty sand, silt gravel sand mixtures
		SC 	Clayey sand, clay gravel sand mixtures	
FINE GRAINED SOILS >50% finer than #200 sieve, 75µm		SILTS and CLAYS Liquid limit less than 50	ML 	Inorganic silt and very fine sand, rock flour
			CL 	Inorganic clay, gravelly and sandy clay, silty clay
		OL 	Organic silts and clay of low plasticity	
		SILTS and CLAYS Liquid limit greater than 50	MH 	Inorganic silt
			CH 	Inorganic clay, fat clay
			OH 	Organic silt and clay of high plasticity
	HIGHLY ORGANIC SOILS		Pt 	Peat and other highly organic soil

KEY TO TEST DATA

Dd = Dry Density (pcf)
 Consol=Consolidation
 TC=Thaw Consolidation
 FC= Frost Class
 LL=Liquid Limit
 PL=Plastic Limit
 PI=Plastic Index
 SpG=Specific Gravity
 SA=Sieve Analysis
 MA=Sieve and Hydrometer Analysis
 OLI=Organic Loss
 TXUU=Unconsolidated Undrained Triaxial
 TXCU=Consolidated Undrained Triaxial
 TXCD=Consolidated Drained Triaxial
 XXX (YYY)
 $XXX=(\sigma_1-\sigma_3)/2$
 $YYY=\sigma_3$

KEY TO SAMPLE TYPE

Ag=Auger grab
 Ab=Auger bulk
 Ss=1.4" ID split barrel w/ 140 lb. manual hammer
 Sh=2.5" ID split barrel w/ 340 lb. manual hammer
 Sh*=2.5" ID split barrel w/ 340 lb. automatic hammer
 Rod=2" OD tip w/ 140 lb. manual hammer
 Tw=Shelby tube

GROUP	ICE VISIBILITY	DESCRIPTION	SYMBOL	
N	Segregated ice not visible by eye	Poorly bonded or friable	Nf	
		Well bonded	No excess ice	Nbn
			Excess microscopic ice	Nbe
V	Segregated ice is visibly by eye and is one inch or less in thickness	Individual ice crystals on inclusions	Vx	
		Ice coating on particles	Vc	
		Random or irregularly oriented ice	Vr	
		Stratified or distinctly oriented ice	Vs	
ICE	Ice greater than one inch in thickness	Ice with soil inclusions	ICE + soil type	
		Ice without soil inclusions	ICE	

SOIL and ICE CLASSIFICATION and KEY TO DATA

ERIC LANE
 HOMER, Alaska

LOG OF TEST HOLE

HOLE #: TH-1

PROJECT NUMBER: 260-5-5.1
PROJECT: ERIC LANE
GEOGRAPHIC REFERENCE: WGS 84
LATITUDE: N59.64760 LONGITUDE: W151.57124

STATION/LOCATION: 23+00
OFFSET: +1'
ELEVATION: 301'

EQUIPMENT TYPE: GEOPROBE
DRILLING METHOD: AUGER
FIELD CREW: GARY ERICKSON
TOTAL DEPTH: 13.3 FEET
DATE: 6/22/2016
GEOLOGIST: MIKAL HENDEE

DEPTH (FEET)	SAMPLE DATA					USCS CLASSIFICATION	SOIL GRAPHIC	GROUND WATER DATA			WEATHER: CLEAR, 65 F, CALM
	SAMPLE TYPE	NUMBER	BLOW COUNT	SAMPLE RECOVERY	FROZEN			DEPTH IN (ft.)	TIME	DATE	
0	SUBSURFACE MATERIAL										
0 - 1	G			█		ML		SILT: (ML) BROWN WITH ORGANIC MATERIAL, MOIST, MEDIUM DENSE. MOIST = 28.2%			
1 - 2							●	ROCKS ENCOUNTERED BELOW 2 FT. (PER DRILLING)			
2 - 3							●				
3 - 4							●				
4 - 5							●				
5 - 6	SPT		3	█		ML	●	MOIST = 26.8%			
6 - 7			2				●				
7 - 8			3				●				
8 - 10								CHANGE AT 7 FT. TO GRAY-BROWN SILT (ML) SLOWER DRILLING BELOW 8 FT.			
10 - 11	SPT		50+	█		ML		SILT : (ML) GRAY, DRY, HARD. MOIST = 14.0%			
11 - 12							●	PI = NP			
12 - 13							●	ROCK AT 11.5 FT.			
13 - 14								DRILLING REFUSAL ON ROCK AT 13.3 FT.			
14 - 15								(20 MIN. TO DRILL 2 IN.) BOH = 13.3 FT.			
15 - 20								NO H ₂ O ENCOUNTERED WHILE DRILLING			

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LOG OF TEST HOLE

HOLE #: TH-2

PROJECT NUMBER: 260-5-5.1
PROJECT: ERIC LANE
GEOGRAPHIC REFERENCE: WGS 84
LATITUDE: N59.64724 LONGITUDE: W151.57260

STATION/LOCATION: 19+95
OFFSET: +10'
ELEVATION: 292'

EQUIPMENT TYPE: GEOPROBE
DRILLING METHOD: AUGER
FIELD CREW: GARY ERICKSON
TOTAL DEPTH: 11.5 FEET
DATE: 6/22/2016
GEOLOGIST: MIKAL HENDEE

DEPTH (FEET)	SAMPLE DATA					USCS CLASSIFICATION	SOIL GRAPHIC	GROUND WATER DATA			WEATHER: CLEAR, 65 F, CALM
	SAMPLE TYPE	NUMBER	BLOW COUNT	SAMPLE RECOVERY	FROZEN			DEPTH IN (ft.)	TIME	DATE	
0	SUBSURFACE MATERIAL										
0 - 1	G					ML		SILT: (ML) GRAY-BROWN WITH ORGANIC MATERIAL, MOIST, MEDIUM DENSE MOIST = 35.9%			
1 - 2											
2 - 3											
3 - 4											
4 - 5								COLOR CHANGE TO GRAY AND ROCKS BELOW 3.5 FT.			
5 - 6	SPT		29			ML		SILT : (ML) GRAY WITH ROCK FRAGMENTS, MOIST DENSE MOIST = 12.2%			
6 - 7			19					PI = NP			
7 - 8			26					FC = F4			
8 - 9								DRILLED THRU ROCK AT 8 FT.			
9 - 10											
10 - 11	SPT		19					SAMPLING REFUSAL ON ROCK, MOIST = 12.5%			
11 - 12								DRILLED THRU ROCK AT 10.3 FT.			
12 - 13								DRILLING REFUSAL ON ROCK AT 11.5 FT. BOH = 11.5 FT.			
13 - 14								NO H ₂ O ENCOUNTERED WHILE DRILLING			
14 - 15											
15 - 16											
16 - 17											
17 - 18											
18 - 19											
19 - 20											

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LOG OF TEST HOLE

HOLE #: TH-3

PROJECT NUMBER: 260-5-5.1
PROJECT: ERIC LANE
GEOGRAPHIC REFERENCE: WGS 84
LATITUDE: N59.64676 LONGITUDE: W151.57426

STATION/LOCATION: 16+57
OFFSET: +8'
ELEVATION: 288'

EQUIPMENT TYPE: GEOPROBE
DRILLING METHOD: AUGER
FIELD CREW: GARY ERICKSON
TOTAL DEPTH: 10.5 FEET
DATE: 6/22/2016
GEOLOGIST: MIKAL HENDEE

DEPTH (FEET)	SAMPLE DATA					USCS CLASSIFICATION	SOIL GRAPHIC	GROUND WATER DATA		WEATHER: CLEAR, 65 F, CALM
	SAMPLE TYPE	NUMBER	BLOW COUNT	SAMPLE RECOVERY	FROZEN			DEPTH IN (ft.)		
0										SUBSURFACE MATERIAL
1	G					ML				SILT: (ML) GRAY-BROWN, WET, MEDIUM DENSE MOIST = 39.2% PI = NP
2										
3										
4										
5	SPT		5			ML				∇ WATER MEASURED AT 5 FT. B.G. ON 6/23/2016
6			8							SILT : (ML) GRAY, MOIST, MEDIUM DENSE MOIST = 17.7%
7			9							ROCKS ENCOUNTERED BELOW 7 FT.
8										LARGE ROCKS, HARDER DRILLING BELOW 8 FT.
9										
10	SPT		50+							SAMPLING REFUSAL AT 10 FT. NO RECOVERY
11										DRILLING REFUSAL ON ROCK AT 10.5 FT. BOH = 10.5 FT. NO H ₂ O ENCOUNTERED WHILE DRILLING
12										
13										
14										
15										
16										
17										
18										
19										
20										

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LOG OF TEST HOLE

HOLE #: TH-4

PROJECT NUMBER: 260-5-5.1
PROJECT: ERIC LANE
GEOGRAPHIC REFERENCE: WGS 84
LATITUDE: N59.64633 LONGITUDE: W151.57562

STATION/LOCATION: 13+62
OFFSET: +13'
ELEVATION: 282'

EQUIPMENT TYPE: GEOPROBE
DRILLING METHOD: AUGER
FIELD CREW: GARY ERICKSON
TOTAL DEPTH: 12.0 FEET
DATE: 6/22/2016
GEOLOGIST: MIKAL HENDEE

DEPTH (FEET)	SAMPLE DATA					USCS CLASSIFICATION	SOIL GRAPHIC	GROUND WATER DATA			WEATHER: CLEAR, 65 F, CALM
	SAMPLE TYPE	NUMBER	BLOW COUNT	SAMPLE RECOVERY	FROZEN			DEPTH IN (ft.)			
0								SUBSURFACE MATERIAL			
0 - 1	G					ML		SILT: (ML) BROWN WITH ORGANIC MATERIAL, MOIST, MEDIUM DENSE MOIST = 41.0%			
1 - 3								COLOR CHANGE TO GRAY-BROWN, MORE PLASTICITY BELOW 3 FT			
3 - 5								DRILLING REFUSAL ON LARGE ROCK AT 4 FT. MOVED RIG NORTH 5FT AND RE-DRILLED			
5 - 7	SPT		60 48 70			ML	●	SILT : (ML) GRAY, DRY, VERY DENSE MOIST = 21.5%			
7 - 8							●	SLOW, HARD DRILLING BELOW 7 FT ROCK ENCOUNTERED AT 8 FT			
8 - 10								SILT: (ML) GRAY WITH ROCK FRAGMENTS,, DRY, VERY DENSE. SAMPLING REFUSAL AT 10.5 FT MOIST = 17.2% PI = 2, LL = 28			
10 - 11	SPT		71			ML					
11 - 12								DRILLING REFUSAL AT 12.0 FT. BOH = 12.0 FT. NO H ₂ O ENCOUNTERED WHILE DRILLING			
12 - 13											
13 - 14											
14 - 15											
15 - 16											
16 - 17											
17 - 18											
18 - 19											
19 - 20											

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LOG OF TEST HOLE

HOLE #: TH-5

PROJECT NUMBER: 260-5-5.1
PROJECT: ERIC LANE
GEOGRAPHIC REFERENCE: WGS 84
LATITUDE: N59.6460 LONGITUDE: W151.57700

STATION/LOCATION: 10+90
OFFSET: +13'
ELEVATION: 278'

EQUIPMENT TYPE: GEOPROBE
DRILLING METHOD: AUGER
FIELD CREW: GARY ERICKSON
TOTAL DEPTH: 12.0 FEET
DATE: 6/22/2016
GEOLOGIST: MIKAL HENDEE

DEPTH (FEET)	SAMPLE DATA					USCS CLASSIFICATION	SOIL GRAPHIC	GROUND WATER DATA			WEATHER: CLEAR, 65 F, CALM
	SAMPLE TYPE	NUMBER	BLOW COUNT	SAMPLE RECOVERY	FROZEN			DEPTH IN (ft.)			
0								3			
0-1	G					ML					
1-2											
2-3											
3-5											
5-6	SPT		5			ML					
6-7			5								
7-9			9								
9-10											
10-11	SPT		21			ML					
11-12			64								
12-13			57								
13-14											
14-15											
15-16											
16-17											
17-18											
18-19											
19-20											

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Appendix C: Laboratory Data

Test Hole	Sample Depth	Soil Class (USCS)	Frost Class	Thermal State	Sampler Type	Sampling Blows/ ft	Moisture Content	Passing #200	Passing 0.02 mm	Other Tests
TH-1	1.0 ft.	ML		Unfrozen	Grab		28.2%			
TH-1	5.0 ft.	ML		Unfrozen	SPT	5	26.8%			
TH-1	10.0 ft.	ML		Unfrozen	SPT	50+	14.0%			PI = NP
TH-2	1.0 ft.	ML		Unfrozen	Grab		35.9%			
TH-2	5.0 ft.	ML	F4	Unfrozen	SPT	45	12.2%	50.1%	34.5%	PI = NP, MA
TH-2	10.0 ft.	ML		Unfrozen	SPT	38+	12.5%			
TH-3	1.0 ft.	ML		Unfrozen	Grab		39.2%			PI = NP
TH-3	5.0 ft.	ML		Unfrozen	SPT	17	17.7%			
TH-3	10.0 ft.	ML		Unfrozen	SPT	50+				
TH-4	0.5 ft.	ML		Unfrozen	Grab		41.0%			
TH-4	5.0 ft.	ML		Unfrozen	SPT	118	21.5%			
TH-4	10.0 ft.	ML		Unfrozen	SPT	75+	17.2%			PI = 2
TH-5	0.5 ft.	ML		Unfrozen	Grab		23.1%			
TH-5	5.0 ft.	CL-ML	F4	Unfrozen	SPT	14	18.7%	66.0%	46.1%	PI = 4, MA
TH-5	10.0 ft.	ML		Unfrozen	SPT	121	14.3%			PI = 5

PI = Plasticity Index (NP = Non-Plastic), MA = Hydrometer Analysis



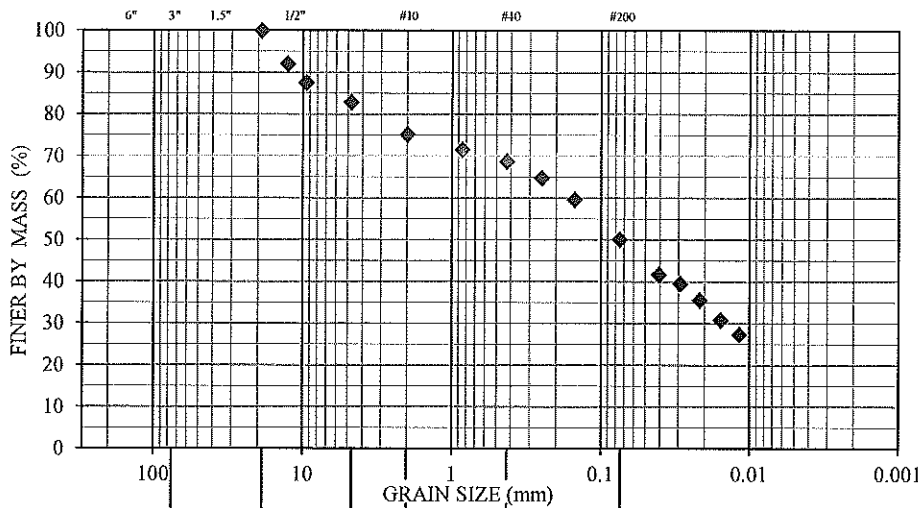
NORTHERN GEOTECHNICAL ENGINEERING, INC. / TERRA FIRMA TESTING

Laboratory Testing Geotechnical Engineering Instrumentation Construction Monitoring Services Thermal Analysis

PROJECT CLIENT:	Kinney Engineering
PROJECT NAME:	Eric Lane, Homer
PROJECT NO.:	4454-16
SAMPLE LOC.:	TH 2
NUMBER/ DEPTH:	S-2 / 5'
DESCRIPTION:	Sandy silt w/ gravel
DATE RECEIVED:	6/27/2016
TESTED BY:	JA
REVIEWED BY:	RJPC

% GRAVEL	17.1	USCS	ML
% SAND	32.8	MOA FC	F4
% SILT/CLAY	50.1	% PASS. 0.02 mm	34.5
% MOIST. CONTENT	12.2	% PASS. 0.002 mm	N/A
UNIFORMITY COEFFICIENT (C _u)		UNKNOWN	
COEFFICIENT OF GRADATION (C _c)		UNKNOWN	
ASTM D1557 (uncorrected)		N/A	
ASTM D4718 (corrected)		N/A	
OPTIMUM MOIST. CONTENT. (corrected)		N/A	

PARTICLE SIZE ANALYSIS ASTM D422 / C136



COBBLES	GRAVEL		SAND			SILT or CLAY
	Coarse	Fine	Coarse	Medium	Fine	

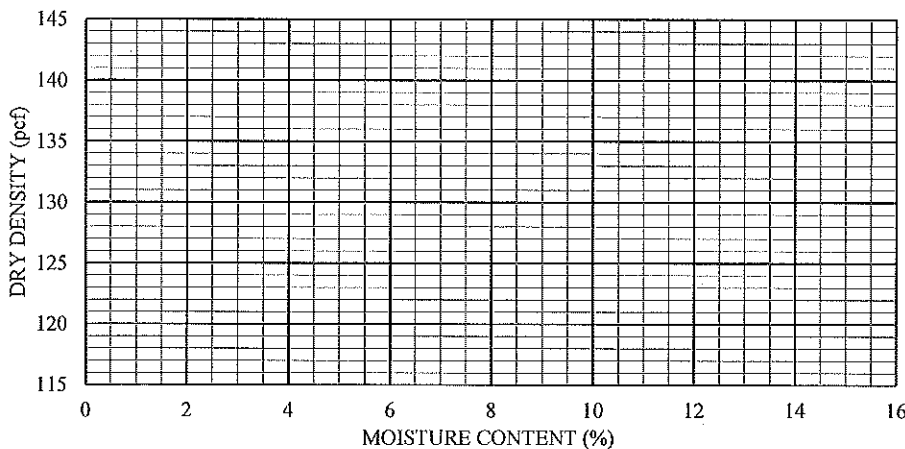
SIEVE ANALYSIS RESULT

SIEVE SIZE (mm)	SIEVE SIZE (U.S.)	TOTAL % PASSING	SPECIFICATION (% PASSING)
76.20	3"		
38.10	1.5"		
19.00	3/4"	100	
12.70	1/2"	92	
9.50	3/8"	88	
4.75	#4	83	
2.00	#10	75	
0.85	#20	72	
0.43	#40	69	
0.25	#60	65	
0.15	#100	60	
0.075	#200	50.2	

HYDROMETER RESULT

ELAPSED TIME (MIN)	DIAMETER (mm)	TOTAL % PASSING
0		
0.5		
1	0.0407	41.7
2	0.0293	39.6
4	0.0216	35.6
8	0.0156	30.9
15	0.0117	27.4
30		
60		
250		
1440		

MOISTURE-DENSITY RELATIONSHIP ASTM D1557



HYDRAULIC COND. (ASTM D2438)	N/A
DEGRADATION (ATM T-313)	N/A
PLASTICITY INDEX ASTM 4318	N/A

The testing services reported herein have been performed to recognized industry standards, unless otherwise noted. No other warranty is made. Should engineering interpretation or opinion be required, NGE-TFT will provide upon written request.

11301 Olive Lane · Anchorage, Alaska 99515 · Phone: 907-344-5934 · Fax: 907-344-5993 · www.nge-tft.com



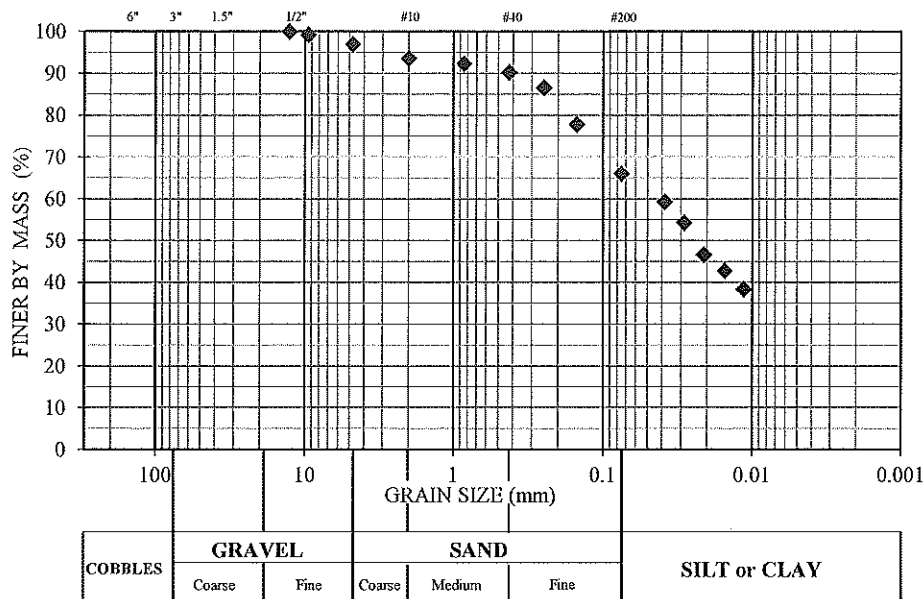
NORTHERN GEOTECHNICAL ENGINEERING, INC. / TERRA FIRMA TESTING

Laboratory Testing Geotechnical Engineering Instrumentation Construction Monitoring Services Thermal Analysis

PROJECT CLIENT:	Kinney Engineering
PROJECT NAME:	Eric Lane, Homer
PROJECT NO.:	4454-16
SAMPLE LOC.:	TH 5
NUMBER/ DEPTH:	S-2 / 5'
DESCRIPTION:	Sandy silt
DATE RECEIVED:	6/27/2016
TESTED BY:	JA
REVIEWED BY:	RJPC

% GRAVEL	3.1	USCS	ML
% SAND	30.9	MOA FC	F4
% SILT/CLAY	66.0	% PASS. 0.02 mm	46.1
% MOIST. CONTENT	18.7	% PASS. 0.002 mm	N/A
UNIFORMITY COEFFICIENT (C _u)		UNKNOWN	
COEFFICIENT OF GRADATION (C _c)		UNKNOWN	
ASTM D1557 (uncorrected)		N/A	
ASTM D4718 (corrected)		N/A	
OPTIMUM MOIST. CONTENT. (corrected)		N/A	

PARTICLE SIZE ANALYSIS ASTM D422 / C136



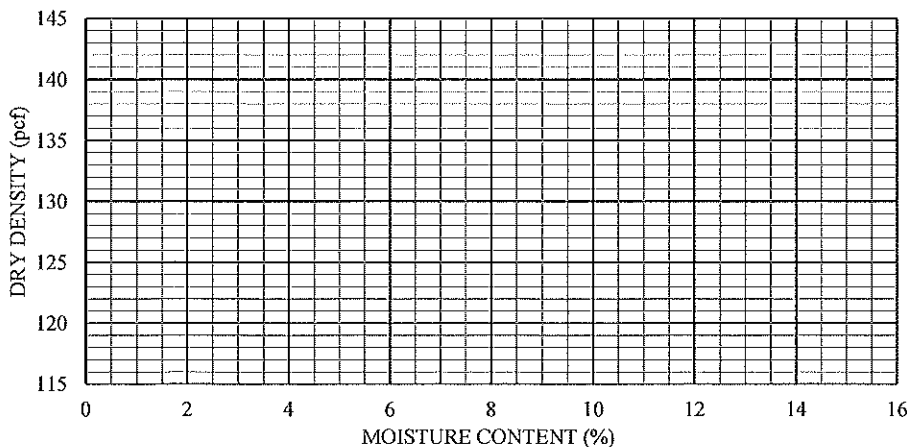
SIEVE ANALYSIS RESULT

SIEVE SIZE (mm)	SIEVE SIZE (U.S.)	TOTAL % PASSING	SPECIFICATION (% PASSING)
76.20	3"		
38.10	1.5"		
19.00	3/4"		
12.70	1/2"	100	
9.50	3/8"	99	
4.75	#4	97	
2.00	#10	94	
0.85	#20	92	
0.43	#40	90	
0.25	#60	87	
0.15	#100	78	
0.075	#200	66.0	

HYDROMETER RESULT

ELAPSED TIME (MIN)	DIAMETER (mm)	TOTAL % PASSING
0		
0.5		
1	0.0384	59.3
2	0.0284	54.4
4	0.0210	46.7
8	0.0152	42.8
15	0.0114	38.4
30		
60		
250		
1440		

MOISTURE-DENSITY RELATIONSHIP ASTM D1557



HYDRAULIC COND. (ASTM D2438)	N/A
DEGRADATION (ATM T-313)	N/A
PLASTICITY INDEX ASTM 4318	N/A

The testing services reported herein have been performed to recognized industry standards, unless otherwise noted. No other warranty is made. Should engineering interpretation or opinion be required, NGE-TFT will provide upon written request.

11301 Olive Lane · Anchorage, Alaska 99515 · Phone: 907-344-5934 · Fax: 907-344-5993 · www.nge-tft.com

IX. Submittals

(Due within two (2) days after bid)

CONTRACTOR'S QUESTIONNAIRE

NOTICE TO CONTRACTORS

Prior to Award, this questionnaire shall be completely filled out for the project upon which a bid is submitted.

A. FINANCIAL

1. Have you ever failed to complete a contract on account of insufficient resources? _____

2. Have you made sufficient arrangements to finance the work? _____
If so, with whom and for what amount? _____

If so, with what company? _____

B. EQUIPMENT

1. Set forth below the equipment which you have available for the work which you propose to do. This equipment should be listed in detail (General statements will not be accepted).

<u>NO.</u>	<u>ITEMS</u>	<u>TYPE</u>	<u>SIZE/CAPACITY</u>	<u>PRESENT VALUE</u>

2. Do you thoroughly understand that in case the contract is awarded to you, you may be required to use any or all of the equipment listed on the work covered by this contract?

3. Do you propose to purchase any equipment for use on this project should contract be awarded to you? If so, state type, quantity and approximate cost.

4. Do you propose to rent any equipment for this work? _____
If so, state type, quantity, and reason for renting. _____

5. Have you made contracts or received firm offers for all necessary materials with the prices used in preparing your proposal? _____

6. Do you intend to plan to subcontract any of the work? _____
 If so, what types or portions of the work. _____

 Approximate value \$ _____ Percent of total bid _____

C. EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years experience in construction work has your organization had:
 a) as a General Contractor _____.
 b) as a Subcontractor _____.
3. List previous contracts you have completed of a similar nature to this proposed contract:
 a) _____
 b) _____
 c) _____
 d) _____
 e) _____
4. List projects which you currently have under contract or expect to have under contract during the life of this contract:
 a) _____
 b) _____
 c) _____

Use additional sheets as necessary.

5. List your staff you plan to use on this project and the position they will fill for this project (include managerial and clerical personnel that will provide support services).

STAFF MEMBER

POSITION

Signature: _____

Title: _____

JOINT VENTURE

1. Joint Venture Agreement
2. A statement signed by authorized person of each party to the joint venture.
3. Each party to the joint venture shall comply with the requirements for corporations, partnerships or individuals, as applicable.

PARTNERSHIP

1. Partnership Agreement
2. Statement signed by all partners granting authority to the partner signing the Bid.

CORPORATIONS

1. Articles of Incorporation – **most recent.**
2. By-Laws – **most recent.**
3. Resolution of the Board of Directors granting the authority to the officer signing on behalf of the corporation.

X. State of Alaska Labor Rates and Federal Davis-Bacon Labor Rates

A photograph of three construction workers at a site. They are wearing hard hats (one white, two orange) and high-visibility safety vests (yellow and orange). They are focused on a large, grey concrete block structure. One worker is kneeling on the left, another is leaning over the center, and a third is on the right. In the background, there is a large orange excavator and a pile of dirt and rocks.

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016
Issue 32

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

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

April 1, 2016

TO ALL CONTRACTING AGENCIES:

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Heidi Drygas".

Heidi Drygas
Commissioner

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

EXCERPTS FROM ALASKA LAW

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

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

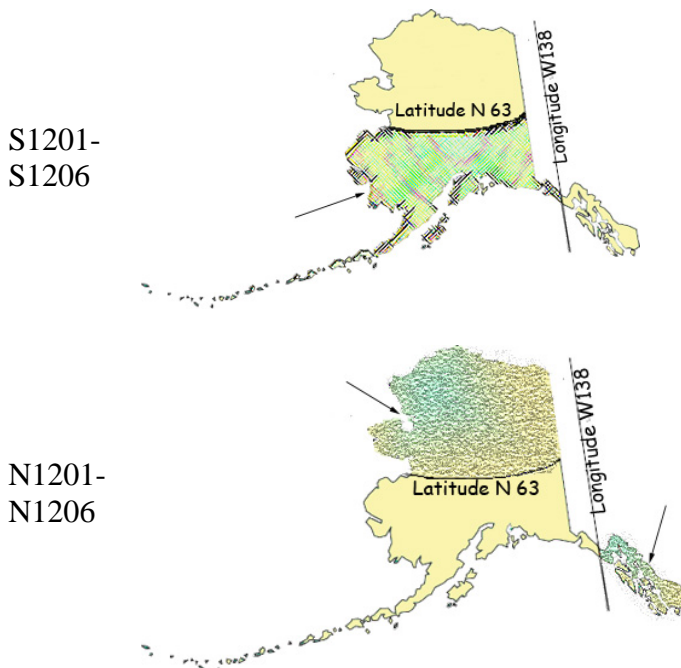
Sec. 36.05.900. Definition.

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

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

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



ACCOMMODATIONS AND PER DIEM

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

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

Employer-Provided Camp or Suitable Accommodations

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

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

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

Per Diem

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

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

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

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

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

Culinary Workers
Electricians
Equipment Operators

Mechanics
Millwrights
Painters
Piledriving Occupations

Sprinkler Fitters
Truck Drivers
Tug Boat Workers
Welders

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

APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

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

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

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

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

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

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

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

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

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

Name: _____

Mailing Address: _____

Email Address: _____

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

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

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

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

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

Anchorage

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

Email:
anchorage.lss-wh@alaska.gov

Juneau

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

Email:
juneau.lss-wh@alaska.gov

Fairbanks

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

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

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

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

Company Name

Debarment Expires

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

Laborers' & Mechanics' Minimum Rates of Pay

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

A0101	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00	SAF 0.34	72.86
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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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	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Cleaner (PCC)

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

A0204	Torginal Applicator	37.88	9.53	8.50	0.55	L&M 0.15	0.43	57.04
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	38.09	9.78	13.61	0.70	L&M 0.10	SAF 0.15	62.43
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10		58.01
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Application of Sealing Compound
 Application of Underlayment
 Building, General
 Cement Mason (journeyman)
 Concrete

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

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

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

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

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

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

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

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

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

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

							L&M	
S0401	Group I, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
S0402	Group II, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Form Setter							
S0403	Group III, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
S0404	Group IV, including:	37.25	7.43	11.80	1.18	0.10		57.76
	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							
S0405	Group V, including:	37.50	7.43	11.80	1.18	0.10		58.01
	Plasterer							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Culinary Workers * See note on last page

A0501	Baker/Cook	25.67	6.53	6.37		LEG 0.07	38.64
A0503	General Helper	22.62	6.53	6.37		LEG 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	6.53	6.37		LEG 0.07	39.19
A0505	Head Housekeeper	23.04	6.53	6.37		LEG 0.07	36.01
	Head Kitchen Help						

Dredgemen
**See note on last page if remote site

A0601	Assistant Engineer	39.26	9.95	11.05	1.00	L&M 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	L&M 0.10	60.20
A0603	Fireman	38.54	9.95	11.05	1.00	L&M 0.10	60.64
A0605	Leverman Clamshell	41.79	9.95	11.05	1.00	L&M 0.10	63.89
A0606	Leverman Hydraulic	40.03	9.95	11.05	1.00	L&M 0.10	62.13
A0607	Mate & Boatman	39.26	9.95	11.05	1.00	L&M 0.10	61.36
A0608	Oiler (dredge)	38.54	9.95	11.05	1.00	L&M 0.10	60.64

Electricians

A0701	Inside Cable Splicer	39.82	12.19	13.01	0.95	L&M 0.20	LEG 0.15	66.32
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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
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Electricians

A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	L&M	LEG	66.23
A0703	Power Cable Splicer	52.27	12.19	18.76	0.95	0.20	0.15	84.52
A0704	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	L&M	LEG	76.38
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	L&M	LEG	82.72
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	L&M	LEG	77.75
A0707	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	L&M	LEG	74.58
A0708	Powderman	48.52	12.19	18.65	0.95	L&M	LEG	80.66
A0710	Material Handler	26.15	11.64	4.78	0.15	L&M	LEG	43.02
A0712	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	L&M	LEG	50.85
A0713	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	L&M	LEG	59.78
A0714	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	L&M	LEG	63.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	L&M	LEG	64.52

Elevator Workers

A0802	Elevator Constructor	36.75	14.43	14.96	0.60	L&M	VAC	70.39
A0803	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	L&M	VAC	88.62

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

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

**See note on last page if remote site

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

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	7.83	19.25	0.97		L&M	IAF	64.86
	Bender Operators								
	Bridge & Structural								
	Machinery Mover								
	Ornamental								
	Reinforcing								
	Rigger								
	Sheeter								
	Signalman								
	Stage Rigger								
	Toxic Haz-Mat Work								
	Welder								
A1102	Helicopter	37.25	7.83	19.25	0.97		L&M	IAF	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)								
A1103	Fence/Barrier Installer	32.75	7.83	19.00	0.97		L&M	IAF	61.11
	Guard Rail Installer								
A1104	Guard Rail Layout Man	33.49	7.83	19.00	0.97		L&M	IAF	61.85

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

**See note on last page if remote site

N1201	Group I, including:	30.00	7.71	17.06	1.20		L&M	LEG	56.37
	Asphalt Worker (shovelman, plant crew)								

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

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

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	56.37
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

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

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

**See note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37

- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer or Pavement Breaker (more than 45 pounds)
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

					L&M	LEG	
N1203	Group III, including:	31.90	7.71	17.06	1.20	0.20	58.27

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor

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

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

**See note on last page if remote site

N1203 Group III, including:	31.90	7.71	17.06	1.20	L&M	LEG	58.27
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Welding Certified (in connection with laborer's work)

N1204 Group IIIA	35.18	7.71	17.06	1.20	L&M	LEG	61.55
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Asphalt Raker, Asphalt Belly Dump Lay Down
 Drill Doctor (in the field)
 Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
 Licensed Powderman
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayers
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

N1205 Group IV	19.57	7.71	17.06	1.20	L&M	LEG	45.94
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Final Building Cleanup
 Permanent Yard Worker

N1206 Group IIIB	38.72	5.00	17.06	1.20	L&M	LEG	62.38
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Federally Licensed Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

**See note on last page if remote site

S1201 Group I, including:	30.00	7.71	17.06	1.20	L&M	LEG	56.37
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Asphalt Worker (shovelman, plant crew)
 Brush Cutter
 Camp Maintenance Laborer
 Carpenter Tender or Helper
 Choke Setter, Hook Tender, Rigger, Signalman
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)
 Crusher Plant Laborer
 Demolition Laborer
 Ditch Digger
 Dumpman
 Environmental Laborer (hazard/toxic waste, oil spill)
 Fence Installer
 Fire Watch Laborer
 Flagman

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

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

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	56.37
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						
S1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

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

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

**See note on last page if remote site

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

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

						L&M	LEG	
S1203	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

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

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

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

**See note on last page if remote site

S1205	Group IV	19.57	7.71	17.06	1.20	L&M	LEG	45.94
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Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	38.72	5.00	17.06	1.20	L&M	LEG	62.38
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Federally Licensed Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade,
Stake Hopper)

Millwrights

A1251	Millwright (journeyman)	36.49	9.78	11.26	1.00	L&M	0.05	58.98
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A1252	Millwright Welder	37.49	9.78	11.26	1.00	L&M	0.05	59.98
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1301	Group I, including:	32.07	7.83	11.10	1.08	L&M	0.07	52.15
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Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

N1302	Group II, including:	32.59	7.83	11.10	1.08	L&M	0.07	52.67
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Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist
Machine/Automatic Taping
Pot Tender
Sandblasting
Specialty Painter
Spray
Structural Steel Painter

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

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

**See note on last page if remote site

N1302	Group II, including:	32.59	7.83	11.10	1.08	L&M 0.07	52.67
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	37.88	7.83	11.86	1.05	0.05	58.67
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.51	7.83	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1301	Group I, including :	30.31	7.83	10.85	1.08	L&M 0.07	50.14
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	31.56	7.83	10.85	1.08	L&M 0.07	51.39
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	31.66	7.83	10.85	1.08	L&M 0.07	51.49
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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

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

**See note on last page if remote site

S1304	Group IV, including:	37.88	7.83	11.11	1.08		L&M	57.97
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	29.51	7.83	5.02	0.83		L&M	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Piledrivers

**See note on last page if remote site

A1401	Piledriver	38.09	9.78	13.61	0.70		L&M	IAF	62.43
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

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

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

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

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

Plumbers, Region I (North of N63 latitude)

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

Plumbers, Region II (South of N63 latitude)

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

Welder

Plumbers, Region IIA (1st Judicial District)

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

Welder

Power Equipment Operators
 **See note on last page if remote site

A1601	Group I, including:	40.03	9.95	11.05	1.00		L&M 0.10	62.13
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
 - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)

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

Power Equipment Operators

**See note on last page if remote site

					L&M		
A1601 Group I, including:		40.03	9.95	11.05	1.00	0.10	62.13
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
Helicopters							
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
Hydro Ax, Feller Buncher & similar							
Hydro Excavation (Vac-Truck and Similar)							
Licensed Line & Grade							
Loaders (2 1/2 yards through 5 yards, including all attachments):							
(a) Forklifts (with telescopic boom & swing attachment)							
(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
(c) Loaders, (with forks or pipe clamp)							
(d) Loaders, (elevating belt type, Euclid & similar types)							
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
Micro Tunneling Machine							
Mixers: Mobile type with hoist combination							
Motor Patrol Grader							
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
Remote Controlled Equipment							
Scraper (through 40 yards)							
Service Oiler/Service Engineer							
Shot Blast Machine							
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
Sideboom (under 45 tons)							
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)							
Sub Grader (Gurries, Reclaimer & similar types)							
Tack Tractor							
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
Unlicensed Off-Road Hauler							
Wate Kote Machine							

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

Power Equipment Operators

**See note on last page if remote site

A1602 Group IA, including:	41.79	9.95	11.05	1.00	L&M		0.10	63.89
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- Camera/Tool/Video Operator (Slipline)
- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
 - (a) Clamshells & Draglines (over 3 yards)
 - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

A1603 Group II, including:	39.26	9.95	11.05	1.00	L&M		0.10	61.36
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Grade Checker
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.54	9.95	11.05	1.00	L&M		0.10	60.64
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

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

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1604	Group III, including:	38.54	9.95	11.05	1.00	0.10	60.64
	Compressor						
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Athey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 200 k.w.)						
	Pumps, Water						
	Roller (other than Asphalt)						
	Saws, Concrete						
	Skid Hustler						
	Skid Steer (with all attachments)						
	Stake Hopper						
	Straightening Machine						
	Tow Tractor						

						L&M	
A1605	Group IV, including:	32.33	9.95	11.05	1.00	0.10	54.43
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

						L&M	
A1701	Rofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03 58.22
A1702	Rofer Material Handler	29.83	11.75	2.91	0.81	0.10	0.03 45.43

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

Sheet Metal Workers, Region I (North of N63 latitude)

						L&M	
N1801	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25	67.64

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

Sheet Metal Workers, Region II (South of N63 latitude)

						L&M	
S1801	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52

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

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

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

S1801	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	L&M 0.33	63.52
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	43.75	8.77	13.35	0.45	L&M 0.25	66.57
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.51	9.98	9.99	1.30	L&M 0.10	63.88
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A2002	Party Chief	40.92	9.98	9.99	1.30	L&M 0.10	62.29
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A2003	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	L&M 0.10	61.69
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	L&M 0.10	59.57
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A2005	Stake Hop/Grademan	35.27	9.98	9.99	1.30	L&M 0.10	56.64
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A2006	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	L&M 0.10	55.23
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.29	9.98	9.99	1.30	L&M 0.10	60.66
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

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

Truck Drivers

**See note on last page if remote site

A2101 Group I, including:	39.29	9.98	9.99	1.30	L&M 0.10	60.66
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- Material Coordinator and Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

A2102 Group 1A including:	40.56	9.98	9.99	1.30	L&M 0.10	61.93
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- Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
- Jeeps (driver under load)

A2103 Group II, including:	38.03	9.98	9.99	1.30	L&M 0.10	59.40
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- All Deltas, Commanders, Rollagons, & similar equipment
- Boom Truck/Knuckle Truck (over 5 tons)
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Lowboys (including attached trailers & jeeps up to & including 8 axles)
- Mechanics
- Partsman
- Ready-mix (over 7 yards up to & including 12 yards)
- Stringing Truck
- Super Vac Truck/Cacasco Truck/Heat Stress Truck
- Turn-O-Wagon or DW-10 (not self loading)

A2104 Group III, including:	37.21	9.98	9.99	1.30	L&M 0.10	58.58
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- Batch Trucks (8 yards & up)
- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Oil Distributor Driver
- Thermal Plastic Layout Technician
- Traffic Control Technician

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

Truck Drivers

**See note on last page if remote site

A2104 Group III, including:	37.21	9.98	9.99	1.30	L&M 0.10	58.58
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.63	9.98	9.99	1.30	L&M 0.10	58.00
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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)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	35.87	9.98	9.99	1.30	L&M 0.10	57.24
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

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

Truck Drivers
 **See note on last page if remote site

						L&M	
A2106	Group V, including:	35.87	9.98	9.99	1.30	0.10	57.24
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

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

						L&M	LEG
N2201	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

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

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

					L&M	LEG	
N2204	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					L&M	LEG	
N2206	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

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

					L&M	LEG	
S2201	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

					L&M	LEG	
S2202	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					L&M	LEG	
S2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

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

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

						L&M	LEG	
S2204	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators
 **See note on last page if remote site

						L&M		
A2207	Group I	44.03	9.95	11.05	1.00	0.10		66.13
A2208	Group IA	45.97	9.95	11.05	1.00	0.10		68.07
A2209	Group II	43.19	9.95	11.05	1.00	0.10		65.29
A2210	Group III	42.39	9.95	11.05	1.00	0.10		64.49
A2211	Group IV	35.56	9.95	11.05	1.00	0.10		57.66

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

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

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

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

General Decision Number: AK160001 08/19/2016 AK1

Superseded General Decision Number: AK20150001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016
2	02/26/2016
3	03/04/2016
4	04/01/2016
5	04/15/2016
6	04/29/2016
7	06/10/2016
8	06/17/2016
9	07/01/2016
10	07/15/2016
11	07/29/2016
12	08/19/2016

ASBE0097-001 01/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 37.38	19.55

ASBE0097-002 01/01/2016

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		

(includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 37.38 19.55

BOIL0502-002 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 42.97	26.60

* BRAK0001-002 07/01/2016

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 40.81	19.15
Tile & Terrazzo Finisher.....	\$ 34.79	19.15

CARP1501-001 09/01/2014

	Rates	Fringes
MILLWRIGHT.....	\$ 35.74	21.29

CARP2520-003 09/01/2014

	Rates	Fringes
Diver		
Stand-by.....	\$ 41.65	23.34
Tender.....	\$ 40.65	23.34
Working.....	\$ 81.45	23.34
Piledriver		
Carpenter.....	\$ 37.34	23.34
Piledriver; Skiff Operator and Rigger.....	\$ 37.34	23.34
Sheet Stabber.....	\$ 36.59	22.59
Welder.....	\$ 42.90	23.34

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP4059-001 09/01/2014

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 37.34	23.34
Lather/Drywall Applicator...	\$ 36.59	22.59

 ELEC1547-004 04/01/2016

	Rates	Fringes
CABLE SPLICER.....	\$ 39.82	3%+24.96
ELECTRICIAN.....	\$ 39.49	3%+24.36

 ELEC1547-005 04/01/2016

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 52.27	3%+30.33
Linemen (Including Equipment Operators, Technician).....	\$ 50.52	3%+30.33
Powderman.....	\$ 48.52	3%+30.33
TREE TRIMMER.....	\$ 35.84	3%+22.56

 ELEV0019-002 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.50	29.985+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

 ENGI0302-002 04/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.03	22.10
GROUP 1A.....	\$ 41.79	22.10
GROUP 2.....	\$ 39.26	22.10
GROUP 3.....	\$ 38.54	22.10
GROUP 4.....	\$ 32.33	22.10
TUNNEL WORK		

GROUP 1.....	\$ 44.03	22.10
GROUP 1A.....	\$ 45.97	22.10
GROUP 2.....	\$ 43.19	22.10
GROUP 3.....	\$ 42.39	22.10
GROUP 4.....	\$ 35.56	22.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on

steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 07/01/2015

	Rates	Fringes
Ironworkers:		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 36.25	28.05
FENCE, BARRIER INSTALLER....	\$ 32.75	28.05
GUARDRAIL INSTALLERS.....	\$ 33.75	28.05
GUARDRAIL LAYOUT MAN.....	\$ 33.49	28.05
HELICOPTER, TOWER.....	\$ 37.25	28.05

LABO0341-005 04/01/2016

	Rates	Fringes
Laborers: South of the 63rd Parallel & West of Longitude 138 Degrees		
GROUP 1.....	\$ 30.00	26.17
GROUP 2.....	\$ 31.00	26.17
GROUP 3.....	\$ 31.90	26.17

GROUP 3A.....	\$ 35.18	26.17
GROUP 3B.....	\$ 38.72	23.46
GROUP 4.....	\$ 19.57	26.17
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 33.00	26.17
GROUP 2.....	\$ 34.10	26.17
GROUP 3.....	\$ 35.09	26.17
GROUP 3A.....	\$ 38.70	26.17
GROUP 3B.....	\$ 42.59	23.46

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

LABO0942-001 04/01/2016

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 30.00	26.17
GROUP 2.....	\$ 31.00	26.17
GROUP 3.....	\$ 31.90	26.17
GROUP 3A.....	\$ 35.18	26.17
GROUP 3B.....	\$ 38.72	23.46
GROUP 4.....	\$ 19.57	26.17
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 33.00	26.17
GROUP 2.....	\$ 34.10	26.17
GROUP 3.....	\$ 35.09	26.17
GROUP 3A.....	\$ 38.70	26.17
GROUP 3B.....	\$ 42.59	23.46

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman;

Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade

marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

PAIN1959-001 09/01/2015

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 32.07	20.01
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 32.59	20.01

PAIN1959-002 02/01/2016

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 30.31	19.76
Machine Taper/Drywall.....	\$ 31.56	19.76
Spray-Sand/Blast, Epoxy and Tar Applicator.....	\$ 31.66	19.76

PAIN1959-003 01/01/2016

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 37.88	20.74

PAIN1959-004 07/01/2012

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 30.09	13.02

PAIN1959-006 01/01/2016

SOUTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....\$ 37.88 20.74

 PLAS0867-001 02/01/2016

Rates Fringes

PLASTERER

North of the 63rd parallel..\$ 37.25 20.41
 South of the 63rd parallel..\$ 37.00 20.41

 PLAS0867-004 02/01/2016

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..\$ 37.25 20.41
 South of the 63rd parallel..\$ 37.00 20.41

 PLUM0262-002 07/01/2016

East of the 141st Meridian

Rates Fringes

Plumber; Steamfitter.....\$ 37.52 26.47

 * PLUM0367-002 07/01/2016

South of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 39.85 22.85

 PLUM0375-002 07/01/2016

North of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 40.81 24.25

 PLUM0669-002 01/01/2015

Rates Fringes

SPRINKLER FITTER.....\$ 43.75 22.57

 SHEE0023-003 07/01/2015

South of the 63rd Parallel

Rates Fringes

SHEET METAL WORKER.....\$ 40.79 22.38

 SHEE0023-004 07/01/2015

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.93	21.44

 TEAM0959-003 09/01/2015

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.29	21.17
GROUP 1A.....	\$ 40.56	21.17
GROUP 2.....	\$ 38.03	21.17
GROUP 3.....	\$ 37.21	21.17
GROUP 4.....	\$ 36.63	21.17
GROUP 5.....	\$ 35.87	21.17

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger

(air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION