

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

**Homer Library Emergency Generator Installation
September 2016**



This project is funded through the 2015 State Homeland Security Program
EMW-2015-SS-00026-S01 State Program No. 20SHSP-GY15

City of Homer

**Homer Library Emergency Generator Installation
September 2016**

TABLE OF CONTENTS

	Page (s)
Bid advertisement for; Homer Library Emergency Generator Installation September 2016	
	<i>IB-1</i>
I. SCOPE OF SERVICES	
II. GENERAL BIDDING REQUIREMENTS	<i>IB-1- IB-2</i>
III. INSTRUCTION TO BIDDERS	<i>IB-2 – IB-5</i>
IV. BID SCHEDULE	
PART A	
1. Bid Schedule	
2. Bid Bond	<i>BS-1</i>
PART B	<i>BB-1</i>
3. Addenda Acknowledgement	
4. EEO – 1 Certification	
5. Equal Employment Opportunity Clause	
V. CONTRACT DOCUMENTS	
VI. PROJECT SCHEDULE	<i>C-1 – C-6</i> <i>S-1</i>
VII. SPECIAL PROVISIONS	
1. Special Provisions	
2. DHS&EM Assurances for Federally Required Contract Provisions	
3. Contractors Request for Payment Form	
VIII. SUBMITTALS	
IX. FEDERAL LABOR RATES	
Davis- Bacon Labor Rates Davis-Bacon Act (40 U.S.C. 3141 3148)	

City of Homer
Homer Library Emergency Generator Installation September 2016

IX. FEDERAL LABOR RATES

Davis- Bacon Labor Rates Davis-Bacon Act

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

Homer Library Emergency Generator Installation September 2016

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:

Disconnect and remove existing 1500 gallon skid mounted above ground fuel tank (salvage to City); expand 6” concrete housekeeping pad; install City provided 50KV generator, transfer switch, and 120 gallon above ground fuel tank on existing concrete slab/wall; and connect all to building.

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 Wages

See appendix for specific Davis Bacon Requirements.

Federal prevailing wage rates are applicable to this project. Contractor shall be required to submit separate 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.

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.

END OF SECTION

IV. BID SCHEDULE

Part A

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: **Homer Library Emergency Generator Installation 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

Homer Library Emergency Generator Installation September 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.

.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:

Homer Library Emergency Generator Installation 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 7 sheets entitled

Homer Library Emergency Generator Installation 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.

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 f 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

Homer Library Emergency Generator Installation

No Later Than

Pre-Bid Conference.....	1:30 Friday September 16th 2016
Bid Opening.....	2:00 Thursday September 22nd, 2016
Notice of Intent to Award.....	September 23 rd , 2016
Notice to Proceed.....	September 30th, 2016
Existing Tank Removal/Concrete Work.....	October 20 th 2016
City Provided Equipment Arrives.....	October 24 th 2016
City Provided Equipment Install/All Exterior Work Complete.....	November 11 th 2016
Construction Completion.....	December 21 st 2016

VII. Special Provisions

DHS&EM Assurances for Federally Required Contract Provisions

A recipient's and subrecipient's contracts must contain contract provisions as outlined in 2 CFR 200 Appendix II. The below provisions are required to be incorporated when utilizing federal grant funds for contracts. Certain assurances may not be applicable to your project and may be omitted accordingly. If you have questions, please contact DHS&EM.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. 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). (All construction contracts awarded in excess of \$10,000 by recipients and their contractors or subrecipients)
4. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
6. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. Access by the recipient, the subrecipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives 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.
11. Retention of all required records for three years after recipients or subrecipients make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, National Environmental Policy Act (NEPA) of 1969, and Environmental Protection Agency regulations (40 CFR part 15) and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
14. Compliance with Executive Orders 12549 and 12689, entitled Debarment and Suspension and the Byrd Anti-Lobbying Amendment (31 U.S.C 1352)

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. 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. Federal Davis-Bacon Labor Rates

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, vacuuming, 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.

=====
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.

=====

END OF GENERAL DECISION