



# Bid Package for the Tasmania Court Water Main Extension

---



## INVITATION TO BID

### By the City of Homer, Alaska For the Tasmania Court Water Main Extension

Sealed Bids for construction of the Tasmania Court Water Main Extension Project will be received by the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603 until **2:00 PM Thursday, August 12, 2021**, at which time they will be publicly opened. Bids received after the time fixed for receipt of the Bid shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List to be considered responsive.** Plan holder registration forms, Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

A pre-bid conference will be held via Zoom webinar at 2:00 p.m. on Thursday, July 15, 2021 in the Cowles Council Chambers located at City Hall 491 E Pioneer Avenue Homer, Alaska 99603. A Site Visit will immediately follow.

An electronic copy of the Bid Documents and Plan Holder Registration form are available online at <https://www.cityofhomer-ak.gov/rfps>. Paper copies of the Bid Documents may be purchased at the Office of the City Clerk upon payment of \$100 per set (\$150 for priority mail delivery). All fees are non-refundable.

For Bid Plans and Specifications contact: City Clerk's Office City of Homer 491 E. Pioneer Avenue, Homer, Alaska 99603 (907) 235-3130

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to perform the project in accordance with the plans and specifications. The work includes, but is not limited to the following:

Installation of 940 feet of 8-inch HDPE pipe connected to an existing 8-inch HDPE stub out. The 8-inch HDPE pipe will be provided by the City, but other materials must be provided by the contractor. Eleven parcels must be provided a 1-inch diameter copper service connection.

Please direct all questions in writing regarding this project to: Janette Keiser, PE, Public Works Director City of Homer Public Works Dept. 3575 Heath Street Homer, Alaska 99603 Email: [jkeiser@ci.homer.ak.us](mailto:jkeiser@ci.homer.ak.us)

The City of Homer reserves the right to accept or reject any or all bids, and to waive irregularities or informalities in the bids.

Dated this 6<sup>th</sup> day of July, 2021.

City of Homer

  
\_\_\_\_\_  
Robert Dumouchel, City Manager



**INSTRUCTIONS TO BIDDERS**  
**City of Homer, Alaska**  
**Tasmania Court Water Main Extension**

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

The following subjects are discussed herein to assist you in the preparation of your bid.

- I. Introduction
- II. Scope of Services
- III. General Bidding Requirements
- IV. The Bid Package
- V. Tentative Project Schedule
- VI. Instructions to Bidders
- VII. Labor Rates
- VIII. Equal Opportunity Employment Certification
- IX. EPA Debarment Certification
- X. American Iron and Steel

**I. Introduction**

The City of Homer requests bids for the Tasmania Court Water Main Extension. The purpose of this project is to bring city water to 11 parcels along Tasmania Court.

All work activity associated with the project shall be completed by January 31, 2022.

**II. Scope of Services**

The proposed work is located within the limits of the City of Homer and is illustrated on the plans entitled Construction Drawings for City of Homer Tasmania Court Water Main Extension.

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:

- Excavation required to bury a new water main at a depth of 7 feet and expose the existing water main connection so that the new water main can be connected to it.
- Installation of 940 feet of 8-inch HDPE pipe rated for 125 psi and terminated by a gate valve. All 8-inch HDPE pipe will be provided by the City. The new pipe will be connected to the existing 8-inch water main along South Slope Dr to the south of Tasmania Ct.
- Installation of 1-inch diameter copper service pipes to connect each of the properties to be serviced to the new water main.
- Backfilling the trench with Class B Bedding directly around the water main itself. All remaining backfill must be Type II Classified Fill.
- All materials will be provided by the Contractor except for the 8-inch HDPE pipe.

### **III. General Bidding Requirements**

The work must be performed by a Contractor skilled and regularly engaged in the type of work called for under the Contract. Bidders must have a current contractor's license issued by the State of Alaska. The license must apply to the work described in the Invitation. The City's local bidder preference requirements apply to this contract. State prevailing wage rates will apply.

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 (\$150 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may also be downloaded from the city's website. 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, responsible bidder.

**Performance and Payment bonds** in the amount of 100 percent (100%) of the bid amount are required.

Bids must be submitted on the Bid Form and be received by **2:00 PM on Thursday, August 12, 2021** at the Office of the City Clerk, City of Homer 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.

**A Pre-Bid Meeting will be held at 2:00 p.m. on Thursday, July 15, 2021** at the Cowles Council Chamber, City Hall 491 E Pioneer Ave Homer, Alaska 99603. This meeting will be conducted simultaneously via Zoom. Invitations will be distributed to all bidders listed on the Plan Holder's List maintained by the City Clerk's Office.

A Site Visit will be conducted immediately following the meeting.

### **IV. The Bid Package**

**The City of Homer requires a two-part Bid Package, Part A and Part B. Each portion of the Bid Package must be submitted in separate envelopes, which shall be combined into one single Bid Package, marked with the name of the project and the time/date of the bid opening.**

**At the bid opening, Part B is opened first and must be complete or Part A will not be opened and the bid will be rejected.**

**Part A** of the bid contains:

- a. Bid Form
- b. Bid Bond

Part A must be submitted, as part of the Bid Package, in a separate envelope marked Part A.

**Part B** of the bid contains:

- a. Addenda Acknowledgment Form
- b. If signature on the Bid is by an agent, other than an Officer of a Corporation, or of a member of a Co-partnership, a Power of Attorney must be submitted in Part B.

- c. EEO-1 Certification
- d. Equal Employment Opportunity Statement of Acknowledgement form
- e. Equal Employment Opportunity Clause (Provided with the bid package)
- f. EPA Debarment Certification
- g. American Iron & Steel Certification

Part B must be submitted, as part of the Bid Package, in a separate envelope marked Part B.

**V. Tentative Project Schedule**

- Pre-bid Conference 2:00 p.m. on Thursday, July 15, 2021
- Bids Due 2:00 p.m. on Thursday, August 12, 2021
- Notice of Intent to Award August 2, 2021
- Award by City Council August 9, 2021
- Notice to Proceed August 10, 2021
- Pre-Construction Meeting August 17, 2021
- Start Construction August 23, 2021
- Contract Completion January 31, 2022

**VI. Instructions to Bidders**

The City of Homer intends to award the contract to the lowest responsive, responsible bidder but reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the bids or bid process, 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 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. Bidders will be required to fill out a questionnaire attesting to their qualifications.

**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 its Bid, each prospective Bidder shall familiarize itself with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate

their observations with the requirements of the Contract Documents and otherwise satisfy themselves 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.

Each Bidder shall visit the site of the work and completely inform themselves 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 to the Office of the Director of Public Works in writing. Replies will be issued by Addenda and 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 (5) calendar 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.

**The Bidder shall acknowledge receipt of all Addenda on the Addendum Form, which shall be properly signed by the Bidder and placed in Part B.**

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

#### **E. Bid Bond**

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to conduct 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 Part A of the Bid Package 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. 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 submitted in Part B of the Bid; otherwise, the Bid 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, electronic or telephone proposals will be considered.

Bid Packages, containing separate envelopes for Part A and Part B of the bid, will be received at the City Clerk's Office located at City Hall 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 envelope shall have the Bid title and date of Bid opening on the lower left-hand corner of the Bid Package.** The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified.

No consideration will be given by the City to a claim or 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 Bid Packages are deposited at the time and place set forth for the public opening of Bids. Bids not received by the time will not be considered responsive and shall not be considered.

## **VII. Labor Rates**

### **A. State Labor Rates.**

This project is covered by the State of Alaska Title 36 Laborer's and Mechanic's Minimum Rate of Pay (AS 36.05.010 & 36.05.050) Pamphlet No. 600, Issue 42, Effective April 1, 2021. 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

#### **B. Federal Labor Rates**

This project is funded, in part, by the U.S. Department of Environmental Protection and as such federal prevailing wages apply if they are higher than the State of Alaska's prevailing wages. Federal Wage Determinations are included herein.

#### **VIII. Equal Opportunity Employment**

Bidders must submit forms related to Equal Employment Opportunity with their bids, including:

- Equal Employment Opportunity Statement of Acknowledgement form
- Equal Employment Opportunity Clause (Provided with the bid package)
- EEO-1 Certification

#### **IX. EPA Debarment Certification**

Bidders must submit a Certification Regarding Debarment, Suspension and Other Responsibility Matters with their bids. This certification will be provided with the bid package.

#### **X. American Iron and Steel**

Any iron and steel products used in the project must be produced in the United States, unless a waiver is requested and received.

Waivers will only be granted if:

- a. It is inconsistent with the public interest;
- b. Iron and steel products not produced in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. Inclusion of iron and steel produced in the United States will increase the cost of the overall Project by more than 25 percent;

Conservation by the City, which then forwards the request to the US Environmental Protection Agency ("EPA") for consideration. EPA will make a copy of the request and information available to the Administrator concerning the request, and available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding. Bidders must submit an American Iron & Steel Certification with their bids. This certification will be provided with the bid package.

## **SPECIAL PROVISIONS**

### **Tasmania Court Water Main Extension**

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

#### **MODIFICATIONS TO GENERAL PROVISIONS**

##### **SP - 1: Section 10.02 - Add New Article 2.6 – Anti-Discrimination**

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.

##### **SP - 2: Section 10.04 – Add New Article 4.6 – Scope 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, including, but not limited to the following work:

- Excavation required to bury a new water main at a depth of 7 feet and expose an existing water main connection so that the new water main can be connected to it.
- Installation of 940 feet of 8-inch HDPE pipe rated for 125 psi and terminated by a gate valve. The pipe will be provided by the City as shown in the purchase order attached to this bid package. The new pipe will be connected to an existing water main.
- Installation of three fire hydrants.
- Installation of 1-inch diameter copper service pipes to connect each of the properties to be serviced to the new water main.
- Backfilling the trench with Class B Bedding directly around the water main itself. All remaining backfill must be Type II Classified Fill.
- All materials will be provided by the Contractor except for the 8" HDPE pipe.
- Work required by the SWPPP
- Traffic control

##### **SP – 3 Article 5.12 – Temporary Erosion Control During Construction**

Add the following language:

“The City has prepared a Storm Water Pollution Prevention Plan (SWPPP), which will be included in an Addenda. The Contractor is required to implement the Best Management Practices in the SWPPP and otherwise comply with the terms of the SWPPP. Compensation will be paid under Bid Item #9, SWPPP Implementation.”

##### **SP - 4: Article 5.19 – Easement and Rights-of-way**

Add the following language:

“The Contractor will be provided access to a laydown area for material storage, job shack, and other uses. The location of this area will be shown in the site map.”

**SP - 5: Article 5.25 - Unusual Work Hours**

Add the following sentence:

“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.”

**MODIFICATIONS TO STANDARD SPECIFICATIONS**

**DIVISION 100 GENERAL DIVISION**

**SECTION 102 CONSTRUCTION SURVEYING BY THE CONTRACTOR**

**SP - 7: 102.1 General**

Add the following paragraph:

“The Contractor shall submit all survey data with each pay application; Field Books with sketches, professionally scaled plan set redlines, electronic survey coordinates. These items shall be submitted in entirety within 10 days of the project completion. In addition, the as-built information shall also be in NAD 83 datum, the City of Homer will provide the coordinate system at the time of contract award.”

**DIVISION 600 WATER SYSTEMS**

**SECTION 601 GENERAL**

**SP - 8: Add 601.4 Pipe Standards**

Reads as follows:

“All pipe, flux, and solder shall be lead free. All water system materials shall be certified by the National Sanitation Foundation (NSF), Underwriter Laboratories, or an equivalent organization that evaluates products using ANSI/NSF Standards 61 approved.”

**SECTION 602 INSTALL HDPE PIPE**

**SP - 9: 602.1 General**

Add the following language:

**1.01 - Description**

A. This section covers high density polyethylene (HDPE) piping systems for water systems. The requirements of this section are intended to be additional to the other requirements of Section 602 Furnish and Install Pipe. Other requirements of Section 602 shall also apply to HDPE piping systems specified herein.

B. Due to the world-wide shortage of plastic resin, the City has pre-ordered the HDPE pipe that is identified in the Purchase Order that was issued to Ferguson Waterworks and is attached to these Special Provisions. All other materials are the responsibility of the Contractor.

C. The pipe system furnished shall be complete with all adapters, fittings, pipe plugs, jointing materials, accessories and all other necessary appurtenances needed for a complete installation. All items shall be properly packaged for shipment to the project location.

### **1.02 - Governing Standards**

Except as modified or otherwise provided herein, the manufacturer of the pipe system shall be governed by the standards listed below:

American Society for Testing and Materials (ASTM) Specifications:

No. F 1248 Polyethylene Plastics Molding and Extrusion Materials

No. D 3035 Polyethylene Plastics Pipe Based on Controlled Outside Diameter

No. D 3350 Polyethylene Plastics Pipe and Fitting Materials

### **1.03 - Submittals**

A. The Supplier is required to submit the pipe supplier's written certification of compliance with the requirements of this section including:

1. ASTM D 3350 cell classification.
2. Manufacturer's literature on service life, temperature, and pressures as related to the SDR number, ASTM D 2837 pressure rating.
3. National Sanitation Foundation (NSF) listing for potable water service.

B. Standard dimensions of pipe and fittings.

C. Manufacturer's recommended procedures for installation. This should include standard procedures manual for Contractor's use when installing pipe.”

### **SP – 10: 602.2(d) Material**

Add the following language:

**“Pipe and Fitting Material:**

- The pipe shall be extruded with pre-compounded resin. In-plant blending of carbon black, thermal stabilizers and anti-oxidants shall not be allowed.
- The material shall be listed by the Plastic Pipe Institute with a designation P3408.
- All pipe and fittings shall be designed for thermal butt fusion jointing except as otherwise defined in this section.
- The pipe and fittings shall be homogeneous throughout and shall be free of visible cracks, holes, foreign inclusions, or other deleterious defects. Pipe and fittings shall be uniform in color, opacity, density and other physical properties.

**Pipe Design:**

- A. The pipe shall be designed in accordance with the relationships of the ISO - modified formula (See ASTM F714-83).

$$2S = \frac{DO \cdot P}{t}$$

Where: S = hydrostatic design stress (psi), DO = outside diameter (inches), P = design pressure rating (psi) and t = minimum wall thickness (inches).

The design pressure rating shall be expressed in terms of the static working pressure in psi for water at 73 degrees Fahrenheit according to ASTM D 2837.

- B. The minimum design pressure rating for the pipe shall be 160 psi.  
 C. The pipe shall be rated SDR 11.

**Fittings:**

- A. Polyethylene fittings for pipe shall be molded, or fabricated, as specified on the drawings. The fittings shall be the same grade resin as the pipe. Fabricated fittings shall be made from pipe with an SDR 9.3 rating.
- B. All fabricated fittings shall be manufactured, using the thermal butt fusion process, under controlled factory conditions. Fabricated pipe fittings shall be thermal butt fused to the polyethylene pipe unless otherwise specified on the drawings.
- C. Where flanged fittings are specified on the drawings, the Contractor shall provide the proper stainless steel bolts, stainless steel back-up rings, and gaskets for the fittings. Gaskets shall be reinforced black rubber, Buna N, or red rubber.

**Butt-Fusion Equipment**

The Contractor shall provide butt-fusion equipment compatible with the piping system being used as necessary to complete all joints on the project. All costs in connection with the above equipment shall be included in the unit prices bid for pipe installation.

## **Flanged Adapter Coupling**

Flanged adapter coupling shall be ROMAC FCA501 ductile iron fittings.

## **Flanged Fittings**

Flanged fittings shall be Class 150 Ductile Iron, with minimum design pressure rating of 150 psi.

## **Inspection on Receipt**

The Contractor shall be responsible for certifying upon receipt that the HDPE pipe meets specifications. Any material found not to meet specification or found to have defects, or that have been damaged during transport shall be so indicated and put aside for inspection by the Engineer. Following this inspection, and resolution of any deficiencies, the Contractor shall assume responsibility for the materials as if the Contractor had purchased them.”

## **SP – 11: 602.3 Construction**

Add the following language:

### **“ f. System Dimensional Tolerances:**

Polyethylene pipe ends shall be dressed for field butt fusion as necessary. End surfaces shall be smooth and their orientation perpendicular to the pipe centerline axis and shall be suitable for field butt fusion.

### **g. Installation of HDPE Pipe**

#### **(1) General:**

Installation of all components shall be accomplished using the pipe manufacturer's recommendations. Unless the Contractor's personnel are experienced in the installation of polyethylene piping systems, the pipe suppliers shall be requested to provide personnel to instruct the Contractor in the handling, installation and testing of their products. This shall include, but not be limited to, the Pre-Construction Planning Meeting. The Contractor shall pay for the on-site services of a pipe supplier representative to provide the necessary instruction.

#### **(2) Pipe Laying:**

- a. The Contractor shall provide machinery, tools, and facilities for the safe and efficient execution of the work. Pipe and accessories shall be lowered into the trench in a manner that will prevent damage to pipe and fittings. Pipe and accessories shall be inspected for defects prior to their being lowered into the trench. Any defective, damaged or unsound material shall be repaired or replaced as directed by the Engineer. All foreign matter or dirt shall be removed from the interior and ends of pipe and accessories before they are lowered into position in the trench. Pipe shall be kept clean during and after laying.

- b. The pipe may be joined above ground, and lowered in the trench afterwards.
- c. Radius of bends shall not be less than the minimum set by the pipe manufacturer. Bedding and backfill shall be as shown on the drawings and specified in the Contract Documents.
- d. After pipe is laid, care shall be taken to avoid the entrance of dirt or water from the trench into the pipe by the use of tight pipe seals. No pipe shall be laid when the trench bottom is under water, or when, in the Engineer's opinion, the trench conditions or the weather are unsuitable for such work. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.
- e. Any pipe which has floated shall be removed from the trench and be re-laid as directed by the Engineer.
- f. After each section of joined pipe has been laid in the trench and all connections made, the Engineer and Contractor shall perform a joint visual inspection to ensure that the pipe is completely intact, and all mechanical connections have been made according to supplier's recommendations and specifications.
- g. Grade tolerance on water lines shall be +/- 0.05ft/40ft and +/- 0.10ft cumulatively.

### (3) Pipe Location Tape

- a. The detectable tape shall be installed directly above the pipe in the trench and shall be approximately 12 inches above the pipe. The tape shall be placed during backfill operations.
- b. Tape installation shall be performed in a continuous operation. A 4 foot overlap shall be provided between the ends of rolls.

### (4) Locator Wire

- a. The wire shall be installed directly above the pipe in the trench and shall be approximately 24 inches below finish grade. The wire shall be placed during backfill operations.
- b. Locator wire installation shall be performed in a continuous operation. Wire shall be spliced as required to form a continuous strand along the length of the pipeline. The locator wire shall be brought to the surface at the point of connection at each end of the 8" HDPE pipeline and at the 8" gate valve at Station 22+14.00."

## **SP-12: Section 602.4(b) Hydrostatic Testing**

Make the following changes:

1. In the second paragraph, delete the sentence: "*The Contractor, at its option, can either use a pressure test or a leakage test*" and substitute the following in its place: "*The Contractor shall perform a pressure test.*"



2. In the fifth paragraph, delete the words "test copper", and substitute the following language:  
*"...a 3/4 inch polyethylene pipe, installed at the main according to the typical water service detail. Test section shall be run to the surface, adjacent to the water main, for testing."*

**SP-13: Section 606.5 Basis of Payment**

Change the following language:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
606	Water Service Connection	Each

To:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
606	Water Service Connection (Per Detail on Sheet C-4 of the Construction Drawings)	Each

**SP-14: Add new Section 609 Connection to Existing Water Main**

**SECTION 609 CONNECTION TO EXISTING WATER MAIN**

**609.1 General**

There is an 8" water main running along the south side of South Slope Drive. The new 8" water main will be connected to this existing one. This item consists of furnishing all labor, equipment and materials necessary to expose the existing water main stub out, modify the end of the stub out as required and connect the new main to the stub out.

**609.2 Construction**




- A. Rinse all pipe, fittings, and couplings to be used in the connection with a 5% solution of sodium hypochlorite or calcium hypochlorite immediately prior to installation.
- B. Leave the entire reconnection assembly exposed to view until water pressure has been applied, and all joints have been examined for leaks.





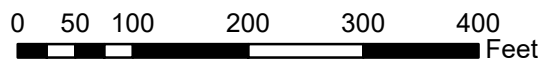


**Legend**

-  Water Main Extension
-  Water Service Expansion
-  Existing Water Mains

Coordinate System: NAD 1983 StatePlane Alaska 4 FIPS 5004 Feet  
 Projection: Transverse Mercator  
 Datum: North American 1983  
 False Easting: 1,640,416.6667  
 False Northing: 0.0000  
 Central Meridian: -150.0000  
 Scale Factor: 0.9999  
 Latitude Of Origin: 54.0000  
 Units: Foot US

**Tasmania Court  
 Water Extension  
 Site Map**



DEPT. OF PUBLIC WORKS  
 June 28, 2021

Disclaimer:  
 It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.





# **Project Schedule**

## **Tasmania Ct. Water Main Extension**

Advertise	Homer News Peninsula Clarion	July 8, July 15 July 11
Pre-Bid Site Meet via Zoom Cowles Council Chambers followed immediately by Site Visit		2:00 p.m. Thursday, July 15, 2021
Bids Due		2:00 p.m. Thursday, August 12, 2021
Notice of Intent to Award		August 13, 2021
Council Award		August 23, 2021
Notice to Proceed		August 24, 2021
Pre-Construction Meeting		August 31, 2021
Start Construction		September 7, 2021
Construction Complete		January 31, 2022



**BID FORM**

**Tasmania Court Water Main Extension**

<b>ITEM NO.</b>	<b>SPEC NO.</b>	<b>BID ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN TITY</b>	<b>UNIT BID PRICE</b>	<b>TOTAL BID PRICE</b>
1	101	Mobilization/Demobilization	LS	1		
2	602	Install 8" HDPE SDR11 Pipe	LF	940		
3	603	Furnish & Install 8" Gate Valve	EA	3		
4	604	Furnish & Install Single Pumper Hydrant	EA	3		
5	606	Furnish & Install 1" service connection	EA	11		
6	205	Furnish & Install Classified Fill	CY	760		
7	210	Furnish & Install Pipe Bedding	CY	100		
8	102	Construction Survey	LS	1		
9	220	SWPPP Implementation	LS	1		
10	702	Furnish & Install Geotextile Fabric	SY	600		

**Grand Total All Bid Items: \$ \_\_\_\_\_**

Name of Bidding Company \_\_\_\_\_

Address of Bidding Company \_\_\_\_\_

Signature of Company Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Company Representative \_\_\_\_\_

Phone#/Email \_\_\_\_\_





# CONTRACT

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

---

(Company Name)

Hereinafter called the "Contractor".

## **I. CONTRACT DOCUMENTS**

The Contractor, in consideration of the sum to be paid by the City agrees to furnish all materials, tools, labor, machinery and appurtenances to perform the work set forth in the Contract documents, including:

- a. Signed copy of the Bid;
- b. Performance Bond;
- c. Payment Bond;
- d. Bid Bond;
- e. The 2011 Homer Standard Construction Specifications;
- f. All Addenda, totaling \_\_\_\_;
- g. The drawings which consist of 9 sheets titled City of Homer South Slope Drive, West Tasmania Court & East Tasmania Court Water Main Extension

Said Contract Documents are fully and completely incorporated as part of the Contract 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 in the Contract Documents and to make such payments upon the Contractor's invoicing as approved by the City.

## **II. CONTRACT COMPLETION TIME**

The Contractor agrees to complete the Project, in all respects on or before January 31, 2022.

## **III. CONTRACT AMOUNT**

\$ \_\_\_\_\_

In Numbers

\$ \_\_\_\_\_

In Words

**IV. LIQUIDATED DAMAGES**

Liquidated damages in the amount of **\$350.00** 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 the entire 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 \_\_\_\_\_, 2021.

CITY OF HOMER

By: \_\_\_\_\_  
Robert Dumouchel

Title: City Manager

CONTRACTOR

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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 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 \_\_\_\_\_, 2021.

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 her Power-of-Attorney as evidence of her authority.

## **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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.



---

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 the 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, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for 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 or cause or default.

I understand that a false statement on this certification may be ground 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.



ADDENDA ACKNOWLEDGMENT

Project Name: Tasmania Court Water Main Extension Project

I hereby acknowledge addenda numbers:

_____	_____
_____	_____
_____	_____

Name of Firm: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**This Acknowledgement must be included in the Bid/Proposal for the project if any Addenda are issued or the Bid/Proposal could be considered non-responsive.**





**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**

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

*(To be completed by the duly authorized Utility System representative and provided to the Municipal Grants & Loans (MGL) Program prior to start of construction.)*

We, the Owner (Utility System) named, \_\_\_\_\_, having obtained a loan from the State of Alaska Clean/Drinking Water State Revolving Fund, to fund the Project named \_\_\_\_\_, and identified as Project # \_\_\_\_\_ hereby submit to the MGL Program, certification from each contractor working on the Project that the use of American Iron and Steel in the construction of the Project complies with the law, or that a waiver has been obtained from the U.S. Environmental Protection Agency.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

Attachment: Certification by Owner











**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



**BID BOND**

KNOW ALL THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_ hereinafter  
(Corporation, Partnership, Individual)

called "Principal" and \_\_\_\_\_ of  
(Surety)

\_\_\_\_\_, 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 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 Owner the penal sum as liquidated damages: \_\_\_\_\_

\_\_\_\_\_.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
(Principal's Corporate Secretary)

Affix CORPORATE SEAL if applicable

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
(Surety)

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Surety) Secretary

(Affix SURETY'S SEAL)

\_\_\_\_\_  
(Address Zip Code)

\_\_\_\_\_  
(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 her Power-of-Attorney as evidence of her authority.



# PURCHASE ORDER

City of Homer  
491 E. Pioneer Avenue  
Homer, AK 99603

PO NUMBER  
**9366**

**Bill To:** CITY OF HOMER  
491 E PIONEER AVENUE  
HOMER AK 99603

2164  
**To:** FERGUSON ENTERPRISES INC  
PO BOX 847411  
DALLAS TX 75284-7411

**Ship To:** CITY OF HOMER  
491 E PIONEER AVENUE  
HOMER AK 99603

**Fax Number:**

**Contact Person:** 907-235-8121

**PURCHASE ORDER DATE:** 06/09/2021

**Fax Number:**

Qty Rec'd	Description	GL Account	Quantity/Part No	Unit Price	Total
	8X40 IPS DR11 HDPE PIPE	200-0000-1417	2,200.00 PEI11AX40	14.40	31,680.00
	B62B HYD 7'0 BURY 6 MJ L/A 4 BELL	200-0000-1417	3.00 AF62BMJULABPW	3,650.00	10,950.00
	8X6 SDR11 MOLDED REDUCING TEE	200-0000-1417	3.00 SP-100818	266.00	798.00
	8 DI FLG RW OL GATE VLV 316	200-0000-1417	3.00 AFC2508FFOL316	1,489.00	4,467.00
	8 IPS PC200 DR11 FLG ADPT	200-0000-1417	6.00 PEI11FLAX	35.52	213.12

Freight \_\_\_\_\_

Total \_\_\_\_\_

FUNDS AVAILABLE \_\_\_\_\_

END USE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

DEPARTMENT SIGNATURE APPROVING REQUEST

CITY MANAGER SIGNATURE APPROVING REQUEST



# PURCHASE ORDER

City of Homer  
 491 E. Pioneer Avenue  
 Homer, AK 99603

PO NUMBER  
**9366**

**Bill To:** CITY OF HOMER  
 491 E PIONEER AVENUE  
 HOMER AK 99603

**Ship To:** CITY OF HOMER  
 491 E PIONEER AVENUE  
 HOMER AK 99603

2164  
**To:** FERGUSON ENTERPRISES INC  
 PO BOX 847411  
 DALLAS TX 75284-7411

**Fax Number:**

**Contact Person:** 907-235-8121

**PURCHASE ORDER DATE:** 06/09/2021

**Fax Number:**

Qty Rec'd	Description	GL Account	Quantity/Part No	Unit Price	Total
	8 SDR11 200 PSI DI BU RNG	200-0000-1417	6.00 IBUPSDR1108B	27.44	164.64
	6 DI FLG RW OL GATE VLV 316	200-0000-1417	3.00 AFC2506FFOL316	909.00	2,727.00
	6IPS PC200 DR11 FLG ADPT	200-0000-1417	6.00 PEI11BFVFLAU	22.63	135.78
	6SDR11 200 PSI DI BU RNG	200-0000-1417	6.00 IBUPSDR1106B	14.88	89.28
	POLYCAM 415-0100CBZ813 SADDEL	200-0000-1417	8.00 SP-P415-0100CBZ813	92.00	736.00

Freight \_\_\_\_\_  
 Total \_\_\_\_\_

FUNDS AVAILABLE \_\_\_\_\_

END USE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

\_\_\_\_\_  
 DEPARTMENT SIGNATURE APPROVING REQUEST

\_\_\_\_\_  
 CITY MANAGER SIGNATURE APPROVING REQUEST





# PURCHASE ORDER

City of Homer  
491 E. Pioneer Avenue  
Homer, AK 99603

PO NUMBER  
**9366**

**Bill To:** CITY OF HOMER  
491 E PIONEER AVENUE  
HOMER AK 99603

**Ship To:** CITY OF HOMER  
491 E PIONEER AVENUE  
HOMER AK 99603

2164  
**To:** FERGUSON ENTERPRISES INC  
PO BOX 847411  
DALLAS TX 75284-7411

**Fax Number:**

Contact Person: 907-235-8121

PURCHASE ORDER DATE: 06/09/2021

**Fax Number:**

<u>Qty Rec'd</u>	<u>Description</u>	<u>GL Account</u>	<u>Quantity/Part No</u>	<u>Unit Price</u>	<u>Total</u>
	8X6 IPS PC200 DR11 RED	200-0000-1417	1.00	48.80	48.80
			PEI11BRXU		

Freight

Total 52,009.62

FUNDS AVAILABLE \_\_\_\_\_

END USE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT SIGNATURE APPROVING REQUEST

\_\_\_\_\_  
CITY MANAGER SIGNATURE APPROVING REQUEST



**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).

NO.	ITEMS	TYPE	SIZE/CAPACITY	PRESENT VALUE

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 the 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 of 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: \_\_\_\_\_





PAMPHLET No. 600

Title 36. Public Contracts  
AS 36.05

# Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective April 1, 2021

Issue 42

DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT  
Wage and Hour Administration

- This page intentionally left blank -





April 1, 2021

**TO ALL CONTRACTING AGENCIES:**

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2021.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2021, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

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

Dr. Tamika L. Ledbetter  
Commissioner

- This page intentionally left blank -



# Table of Contents

## Excerpts from Alaska Law

Sec. 36.05.005. Applicability.....	iv
Sec. 36.05.010. Wage rates on public construction. ....	iv
Sec. 36.05.040. Filing schedule of employees, wages paid and other information .....	iv
Sec. 36.05.045. Notice of work and completion; withholding of payment .....	iv
Sec. 36.05.060. Penalty for violation of this chapter .....	v
Sec. 36.05.070. Wage rates in specifications and contracts for public works .....	v
Sec. 36.05.080. Failure to pay agreed wages.....	v
Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts .....	v
Sec. 36.05.900. Definition.. ..	vi

## Excerpts from Alaska Administrative Code

8 AAC 30.051. Purpose .....	vi
8 AAC 30.052. Board and lodging; remote sites .....	vi
8 AAC 30.054. Per diem instead of board and lodging .....	vi
8 AAC 30.056. Alternative arrangement .....	vii
8 AAC 30.900. General definitions (selected excerpts).....	vii

## Additional Information

Per Diem .....	vii
Laborer Classification Clarification.....	viii
Apprentice Rates.....	viii
Fringe Benefit Plans.....	viii
Special Prevailing Wage Rate Determination.....	ix
Alaska Employment Preference Information.....	ix
Labor Standards and Safety Notice Requests .....	x
Debarment List .....	x

## Wage Rates ..... Pages 1-26

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

## EXCERPTS FROM ALASKA LAW

### **Sec. 36.05.005. Applicability.**

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

### **Sec. 36.05.010. Wage rates on public construction.**

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

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

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

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

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

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

**Sec. 36.05.060. Penalty for violation of this chapter.**

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

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

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

**Sec. 36.05.080. Failure to pay agreed wages.**

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

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

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

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

**Sec. 36.05.900. Definition.**

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

**EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In this chapter and in AS 36

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

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

## **ADDITIONAL INFORMATION**

### **PER DIEM**

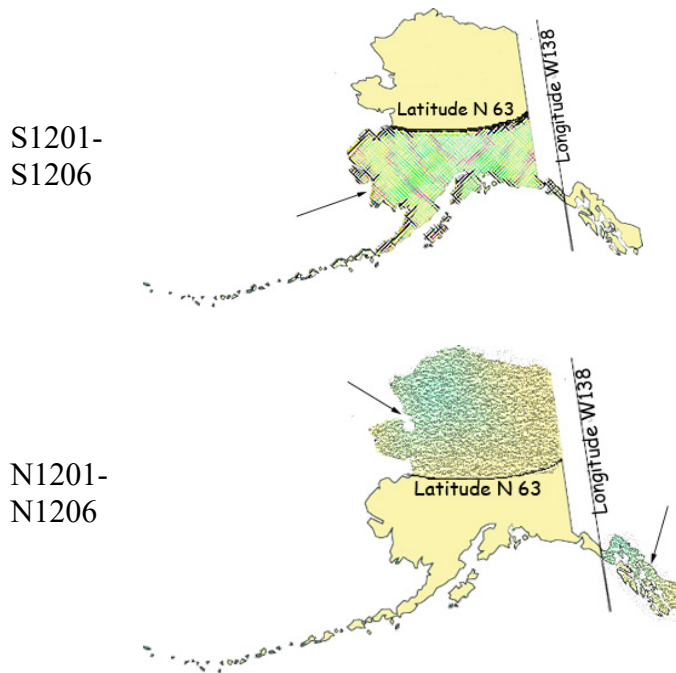
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC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

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

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

### LABORER CLASSIFICATION CLARIFICATION

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



### APPRENTICE RATES

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

### FRINGE BENEFIT PLANS

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

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

**SPECIAL PREVAILING WAGE RATE DETERMINATION**

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: [statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

**EMPLOYMENT PREFERENCE INFORMATION**

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

A copy of the Attorney General opinion is found here:

[http://law.alaska.gov/pdf/opinions/opinions\\_2019/19-005\\_AK-hire.pdf](http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf)

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

**Anchorage**

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

Email:  
statewide.wagehour@alaska.gov

**Juneau**

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

Email:  
statewide.wagehour@alaska.gov

**Fairbanks**

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

Email:  
statewide.wagehour@alaska.gov

**LABOR STANDARDS AND SAFETY NOTICE REQUESTS**

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

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

**DEBARMENT LIST**

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

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

Company Name

Debarment Expires

No companies are currently debarred.



# Laborers' & Mechanics' Minimum Rates of Pay

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

## Boilermakers

\*See per diem note on last page

<b>A0101</b>	Boilermaker (journeyman)	47.03	8.57	17.02	1.90	<b>VAC</b>	<b>SAF</b>	78.36
						3.50	0.34	

## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.16	9.00	10.05	0.62	<b>L&amp;M</b>		62.03
						0.20		

Bricklayer  
Marble or Stone Mason  
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
Terrazzo Worker  
Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	<b>L&amp;M</b>		62.03
						0.20		

Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.99	9.00	10.05	0.62	<b>L&amp;M</b>		55.86
						0.20		

Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	40.10	9.83	8.50	0.55	<b>L&amp;M</b>	0.87	60.00
						0.15		

## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	38.34	10.08	15.23	1.10	<b>L&amp;M</b>	<b>SAF</b>	64.95
						0.10	0.10	

Lather/Drywall/Acoustical

## Carpenters, Region II (South of N63 latitude)

\*See per diem note on last page

<b>S0301</b>	Carpenter (journeyman)	38.34	10.08	15.77	1.10	<b>L&amp;M</b>	<b>SAF</b>	65.49
						0.10	0.10	

Lather/Drywall/Acoustical

## Cement Masons

\*See per diem note on last page

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

<b>Cement Masons</b>								
*See per diem note on last page								

<b>A0401</b>	Group I, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
--------------	---------------------	-------	------	-------	------	--	------------------------	-------

- Application of Sealing Compound
- Application of Underlayment
- Building, General
- Cement Finisher
- Cement Mason (journeyman)
- Concrete
- Concrete Paving
- Concrete Polishing
- Concrete Repair
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- General Concrete Pour Tender
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Screeder or Rodder
- Spackling/Skim Coating

<b>A0402</b>	Group II, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
--------------	----------------------	-------	------	-------	------	--	------------------------	-------

- Form Setter

<b>A0403</b>	Group III, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
--------------	-----------------------	-------	------	-------	------	--	------------------------	-------

- Concrete Saw Cutter Operator (All Control Joints and Self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator (all concrete surfaces)

<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
--------------	----------------------	-------	------	-------	------	--	------------------------	-------

- Acoustical or Imitation Acoustical Finish
- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Guniting Nozzleman

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Cement Masons**  
 \*See per diem note on last page

<b>A0404</b>	Group IV, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
	Hand Powered Grinder							
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							

<b>A0405</b>	Group V, including:	39.38	8.70	11.80	1.43		<b>L&amp;M</b> 0.10	61.41
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							

**Culinary Workers**

<b>A0501</b>	Baker/Cook	28.37	7.31	7.56			<b>LEG</b>	43.24
<b>A0503</b>	General Helper	25.07	7.31	7.56			<b>LEG</b>	39.94
	Housekeeper							
	Janitor							
	Kitchen Helper							
<b>A0504</b>	Head Cook	28.97	7.31	7.56			<b>LEG</b>	43.84
<b>A0505</b>	Head Housekeeper	25.45	7.31	7.56			<b>LEG</b>	40.32
	Head Kitchen Help							

**Dredgemen**  
 \*See per diem note on last page

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens 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
------------	--	-----	-----	-----	-----	-------	----------	-----

**Dredgemen**  
\*See per diem note on last page

<b>A0601</b>	Assistant Engineer	41.76	10.70	13.50	1.00	<b>L&amp;M</b>		67.11
	Craneman					0.10	0.05	
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
<b>A0602</b>	Assistant Mate (deckhand)	40.60	10.70	13.50	1.00	<b>L&amp;M</b>		65.95
						0.10	0.05	
<b>A0603</b>	Fireman	41.04	10.70	13.50	1.00	<b>L&amp;M</b>		66.39
						0.10	0.05	
<b>A0605</b>	Leverman Clamshell	44.29	10.70	13.50	1.00	<b>L&amp;M</b>		69.64
						0.10	0.05	
<b>A0606</b>	Leverman Hydraulic	42.53	10.70	13.50	1.00	<b>L&amp;M</b>		67.88
						0.10	0.05	
<b>A0607</b>	Mate & Boatman	41.76	10.70	13.50	1.00	<b>L&amp;M</b>		67.11
						0.10	0.05	
<b>A0608</b>	Oiler (dredge)	41.04	10.70	13.50	1.00	<b>L&amp;M</b>		66.39
						0.10	0.05	

**Electricians**  
\*See per diem note on last page

<b>A0701</b>	Inside Cable Splicer	42.02	14.05	13.90	0.95	<b>L&amp;M</b>		<b>LEG</b>	71.27
						0.20	0.15		
<b>A0702</b>	Inside Journeyman Wireman, including:	41.69	14.05	14.14	0.95	<b>L&amp;M</b>		<b>LEG</b>	71.18
	Technicians (including use of drones in electrical construction)					0.20	0.15		
<b>A0703</b>	Power Cable Splicer	60.79	14.05	19.01	0.95	<b>L&amp;M</b>		<b>LEG</b>	95.20
						0.25	0.15		
<b>A0704</b>	Tele Com Cable Splicer	50.53	14.05	16.67	0.95	<b>L&amp;M</b>		<b>LEG</b>	82.55
						0.20	0.15		
<b>A0705</b>	Power Journeyman Lineman, including:	59.04	14.05	18.96	0.95	<b>L&amp;M</b>		<b>LEG</b>	93.40
	Power Equipment Operator								
	Technician (including use of drones in electrical construction)								
<b>A0706</b>	Tele Com Journeyman Lineman, including:	48.78	14.05	16.61	0.95	<b>L&amp;M</b>		<b>LEG</b>	80.74
	Technician (including use of drones in telecommunications construction)					0.20	0.15		
	Tele Com Equipment Operator								

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

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

**Electricians**  
\*See per diem note on last page

<b>A0707</b>	Straight Line Installer - Repairman	48.78	14.05	16.61	0.95	L&M	LEG	80.74
						0.20	0.15	
<b>A0708</b>	Powderman	57.04	14.05	18.90	0.95	L&M	LEG	91.34
						0.25	0.15	
<b>A0710</b>	Material Handler	26.57	13.76	5.30	0.15	L&M	LEG	46.08
						0.15	0.15	
<b>A0712</b>	Tree Trimmer Groundman	28.37	14.05	12.59	0.15	L&M	LEG	55.46
						0.15	0.15	
<b>A0713</b>	Journeyman Tree Trimmer	37.30	14.05	12.86	0.15	L&M	LEG	64.66
						0.15	0.15	
<b>A0714</b>	Vegetation Control Sprayer	40.85	14.05	12.97	0.15	L&M	LEG	68.32
						0.15	0.15	
<b>A0715</b>	Inside Journeyman Communications CO/PBX	40.27	14.05	13.85	0.95	L&M	LEG	69.47
						0.20	0.15	

**Elevator Workers**  
\*See per diem note on last page

<b>A0802</b>	Elevator Constructor	42.76	15.88	19.31	0.64	L&M	VAC	83.87
						0.54	4.74	
<b>A0803</b>	Elevator Constructor Mechanic	61.08	15.88	19.31	0.64	L&M	VAC	104.23
						0.54	6.78	

**Heat & Frost Insulators/Asbestos Workers**  
\*See per diem note on last page

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

**IronWorkers**  
\*See per diem note on last page

<b>A1101</b>	Ironworkers, including:	38.87	9.51	24.28	0.74	L&M	IAF	73.84
						0.20	0.24	

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**IronWorkers**  
\*See per diem note on last page

						L&M	IAF	
<b>A1101</b>	Ironworkers, including:	38.87	9.51	24.28	0.74	0.20	0.24	73.84
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
<b>A1102</b>	Helicopter	39.87	9.51	24.28	0.74	0.20	0.24	74.84
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
<b>A1103</b>	Fence/Barrier Installer	35.37	9.51	23.93	0.74	0.20	0.24	69.99

						L&M	IAF	
<b>A1104</b>	Guard Rail Layout Man	36.11	9.51	23.93	0.74	0.20	0.24	70.73

						L&M	IAF	
<b>A1105</b>	Guard Rail Installer	36.37	9.51	23.93	0.74	0.20	0.24	70.99

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

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							

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

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

\*See per diem note on last page

						L&M	LEG	
<b>N1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	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	
<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	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							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

\*See per diem note on last page

<b>N1202</b>	Group II, including:	33.00	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	64.31
--------------	----------------------	-------	------	-------	------	----------------	------------	-------

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

<b>N1203</b>	Group III, including:	33.90	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.21
--------------	-----------------------	-------	------	-------	------	----------------	------------	-------

- 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)

<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	68.49
--------------	------------	-------	------	-------	------	----------------	------------	-------

- Asphalt Raker, Asphalt Belly Dump Lay Down

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



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

\*See per diem note on last page

						L&M	LEG	
<b>N1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							

						L&M	LEG	
<b>N1205</b>	Group IV	21.57	8.95	20.66	1.30	0.20	0.20	52.88
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
<b>N1206</b>	Group IIIB	40.97	6.24	20.66	1.30	0.20	0.20	69.57
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

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

\*See per diem note on last page

						L&M	LEG	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

\*See per diem note on last page

						L&M	LEG	
<b>S1201</b>	Group I, including:	32.00	8.95	20.66	1.30	0.20	0.20	63.31
	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	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31
	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)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							

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

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

\*See per diem note on last page

						L&M	LEG	
<b>S1202</b>	Group II, including:	33.00	8.95	20.66	1.30	0.20	0.20	64.31

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

						L&M	LEG	
<b>S1203</b>	Group III, including:	33.90	8.95	20.66	1.30	0.20	0.20	65.21

- 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	
<b>S1204</b>	Group IIIA	37.18	8.95	20.66	1.30	0.20	0.20	68.49

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

\*See per diem note on last page

<b>S1204</b>	Group IIIA	37.18	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	68.49
--------------	------------	-------	------	-------	------	----------------	------------	-------

- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

<b>S1205</b>	Group IV	21.57	8.95	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	52.88
--------------	----------	-------	------	-------	------	----------------	------------	-------

- Final Building Cleanup
- Permanent Yard Worker

<b>S1206</b>	Group IIIB	40.97	6.24	20.66	1.30	<b>L&amp;M</b>	<b>LEG</b>	69.57
--------------	------------	-------	------	-------	------	----------------	------------	-------

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

**Millwrights**

\*See per diem note on last page

<b>A1251</b>	Millwright (journeyman)	40.77	10.08	12.28	1.10	<b>L&amp;M</b>	0.05	64.68
--------------	-------------------------	-------	-------	-------	------	----------------	------	-------

<b>A1252</b>	Millwright Welder	41.77	10.08	12.28	1.10	<b>L&amp;M</b>	0.05	65.68
--------------	-------------------	-------	-------	-------	------	----------------	------	-------

**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1301</b>	Group I, including:	34.19	8.71	14.30	1.08	<b>L&amp;M</b>	0.07	58.35
--------------	---------------------	-------	------	-------	------	----------------	------	-------

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

<b>N1302</b>	Group II, including:	34.71	8.71	14.30	1.08	<b>L&amp;M</b>	0.07	58.87
--------------	----------------------	-------	------	-------	------	----------------	------	-------

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

		BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>N1302</b>	Group II, including:	34.71	8.71	14.30	1.08	0.07			58.87
	Bridge Painter								
	Epoxy Applicator								
	General Drywall Finisher								
	Hand/Spray Texturing								
	Industrial Coatings Specialist								
	Machine/Automatic Taping								
	Pot Tender								
	Sandblasting								
	Specialty Painter								
	Spray								
	Structural Steel Painter								
	Wallpaper/Vinyl Hanger								

<b>N1304</b>	Group IV, including:	39.80	8.71	17.71	1.05	0.05			67.32
	Glazier								
	Storefront/Automatic Door Mechanic								

<b>N1305</b>	Group V, including:	28.63	8.71	5.02	0.83	0.07			43.26
	Carpet Installer								
	Floor Coverer								
	Heat Weld/Cove Base								
	Linoleum/Soft Tile Installer								

**Painters, Region II (South of N63 latitude)**

\*See per diem note on last page

		BHR	H&W	PEN	TRN	Other	L&M	Benefits	THR
<b>S1301</b>	Group I, including :	31.33	8.71	15.15	1.08	0.07			56.34
	Brush								
	General Painter								
	Hand Taping								
	Hazardous Material Handler								
	Lead-Based Paint Abatement								
	Roll								
	Spray								

<b>S1302</b>	Group II, including :	32.58	8.71	15.15	1.08	0.07			57.59
	General Drywall Finisher								
	Hand/Spray Texturing								
	Machine/Automatic Taping								

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pens 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
<b>Painters, Region II (South of N63 latitude)</b>								
*See per diem note on last page								
<b>S1302</b>	Group II, including :	32.58	8.71	15.15	1.08		<b>L&amp;M</b> 0.07	57.59
	Wallpaper/Vinyl Hanger							
<b>S1303</b>	Group III, including :	32.68	8.71	15.15	1.08		<b>L&amp;M</b> 0.07	57.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
<b>S1304</b>	Group IV, including:	40.01	8.71	16.75	1.08		<b>L&amp;M</b> 0.07	66.62
	Glazier							
	Storefront/Automatic Door Mechanic							
<b>S1305</b>	Group V, including:	28.63	8.71	5.02	0.83		<b>L&amp;M</b> 0.07	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
<b>Piledrivers</b>								
*See per diem note on last page								
<b>A1401</b>	Piledriver	38.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10 64.95
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10 65.95
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10 69.26
	Single Atmosphere Suit, Bell or Submersible Pilot							
<b>A1404</b>	Diver (working) **See note on last page	82.45	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10 109.06

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

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

**Piledrivers**  
\*See per diem note on last page

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

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

<b>N1501</b>	Journeyman Pipefitter	41.91	11.25	17.20	1.50	L&M	S&L	72.51
	Plumber							
	Welder							

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

<b>S1501</b>	Journeyman Pipefitter	41.00	11.13	15.02	1.55	L&M		68.90
	Plumber							
	Welder							

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

<b>X1501</b>	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M		66.68
	Plumber							
	Welder							

**Power Equipment Operators**  
\*See per diem note on last page

<b>A1601</b>	Group I, including:	42.53	10.70	13.50	1.00	L&M		67.88
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							

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

**Power Equipment Operators**

\*See per diem note on last page

	<b>L&amp;M</b>						
<b>A1601</b> Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88
Cleaning Machine							
Coating Machine							
Concrete Hydro Blaster							
Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
(a) Hydralifts or Transporters, (all track or truck type)							
(b) Derricks							
(c) Overhead							
Crushers							
Deck Winches, Double Drum							
Ditching or Trenching Machine (16 inch or over)							
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
Grade Checker and/or Line and Grade including Drone							
Helicopters							
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
Hydro Ax, Feller Buncher & similar							
Hydro Excavation (Vac-Truck and Similar)							
Loaders (2 1/2 yards through 5 yards, including all attachments):							
(a) Forklifts (with telescopic boom & swing attachment)							
(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
(c) Loaders, (with forks or pipe clamp)							
(d) Loaders, (elevating belt type, Euclid & similar types)							
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
Micro Tunneling Machine							
Mixers: Mobile type with hoist combination							
Motor Patrol Grader							
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
Off-Road Hauler (including Articulating and Haul Trucks)							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



**Power Equipment Operators**

\*See per diem note on last page

						L&M		
<b>A1601</b>	Group I, including:	42.53	10.70	13.50	1.00	0.10	0.05	67.88

- 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)
- Sub Grader (Gurries & similar types)
- Tack Tractor
- Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
- Wate Kote Machine

						L&M		
<b>A1602</b>	Group IA, including:	44.29	10.70	13.50	1.00	0.10	0.05	69.64

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

						L&M		
<b>A1603</b>	Group II, including:	41.76	10.70	13.50	1.00	0.10	0.05	67.11

- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Locomotives, Rod & Geared Engines

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*See per diem note on last page

<b>A1603</b> Group II, including:							<b>L&amp;M</b>	
	41.76	10.70	13.50	1.00	0.10	0.05		67.11

- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

<b>A1604</b> Group III, including:							<b>L&amp;M</b>	
	41.04	10.70	13.50	1.00	0.10	0.05		66.39

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

<b>A1605</b> Group IV, including:							<b>L&amp;M</b>	
	34.83	10.70	13.50	1.00	0.10	0.05		60.18

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*See per diem note on last page

<b>A1605</b> Group IV, including:							<b>L&amp;M</b>	
		34.83	10.70	13.50	1.00	0.10	0.05	60.18

- Crane Assistant Engineer/Rig Oiler
- Drill Helper
- Parts & Equipment Coordinator
- Spotter
- Steam Cleaner
- Swamper (on trenching machines or shovel type equipment)

**Roofers**

\*See per diem note on last page

<b>A1701</b> Roofer & Waterproofer							<b>L&amp;M</b>	
		44.62	12.75	3.91	0.81	0.10	0.06	62.25

<b>A1702</b> Roofer Material Handler							<b>L&amp;M</b>	
		31.23	12.75	3.91	0.81	0.10	0.06	48.86

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

\*See per diem note on last page

<b>N1801</b> Sheet Metal Journeyman							<b>L&amp;M</b>	
		48.64	11.50	14.11	1.65	0.12		76.02

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

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

\*See per diem note on last page

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

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

\*See per diem note on last page

							L&M	
<b>S1801</b>	Sheet Metal Journeyman	43.20	11.50	14.09	1.68	0.43		70.90

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

**Sprinkler Fitters**

\*See per diem note on last page

							L&M	
<b>A1901</b>	Sprinkler Fitter	47.35	10.55	18.05	0.52	0.25		76.72

**Surveyors**

\*See per diem note on last page

							L&M	
<b>A2001</b>	Chief of Parties	45.16	11.83	13.14	1.15	0.10		71.38

							L&M	
<b>A2002</b>	Party Chief	43.57	11.83	13.14	1.15	0.10		69.79

							L&M	
<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	42.97	11.83	13.14	1.15	0.10		69.19

							L&M	
<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	40.85	11.83	13.14	1.15	0.10		67.07

							L&M	
<b>A2006</b>	Chain Person (for crews with more than 2 people)	36.51	11.83	13.14	1.15	0.10		62.73

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

**Truck Drivers**

\*See per diem note on last page

							L&M	
<b>A2101</b>	Group I, including:	41.94	11.83	13.14	1.15	0.10		68.16
	Air/Sea Traffic Controllers							
	Ambulance/Fire Truck Driver (EMT certified)							
	Boat Coxswain							
	Captains & Pilots (air & water)							
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards							
	Helicopter Transporter							
	Liquid Vac Truck/Super Vac Truck							
	Material Coordinator or Purchasing Agent							
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)							
	Semi with Double Box Mixer							
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
<b>A2102</b>	Group 1A including:	43.21	11.83	13.14	1.15	0.10		69.43
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)							
	Jeeps (driver under load)							
	Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)							
<b>A2103</b>	Group II, including:	40.68	11.83	13.14	1.15	0.10		66.90
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	Boom Truck/Knuckle Truck (over 5 tons)							
	Cacasco Truck/Heat Stress Truck							
	Construction and Material Safety Technician							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)							
	Mechanics							
	Oil Distributor Driver							
	Partsman							
	Ready-mix (up to & including 12 yards)							
	Stringing Truck							

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

**Truck Drivers**

\*See per diem note on last page

<b>A2103</b>	Group II, including:	40.68	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	66.90
--------------	----------------------	-------	-------	-------	------	--	------------------------	-------

Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	39.86	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	66.08
--------------	-----------------------	-------	-------	-------	------	--	------------------------	-------

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

<b>A2105</b>	Group IV, including:	39.28	11.83	13.14	1.15		<b>L&amp;M</b> 0.10	65.50
--------------	----------------------	-------	-------	-------	------	--	------------------------	-------

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

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**  
 \*See per diem note on last page

						L&M	
<b>A2105</b>	Group IV, including:	39.28	11.83	13.14	1.15	0.10	65.50
	Tireman, Light Duty						
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						

						L&M	
<b>A2106</b>	Group V, including:	38.52	11.83	13.14	1.15	0.10	64.74
	Buffer Truck						
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)						
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

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

						L&M	LEG	
<b>N2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51
	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	
<b>N2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61
	Burning & Cutting Torch							

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

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

						L&M	LEG	
<b>N2202</b>	Group II, including:	36.30	8.95	20.66	1.30	0.20	0.20	67.61
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							

						L&M	LEG	
<b>N2203</b>	Group III, including:	37.29	8.95	20.66	1.30	0.20	0.20	68.60
	Miner							
	Retimberman							

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30	0.20	0.20	72.21
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							

						L&M	LEG	
<b>N2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30	0.20	0.20	73.67
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)							
	Stake Hopper							

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

						L&M	LEG	
<b>S2201</b>	Group I, including:	35.20	8.95	20.66	1.30	0.20	0.20	66.51
	Brakeman							
	Mucker							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



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

<b>S2201</b>	Group I, including:	35.20	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	66.51
--------------	---------------------	-------	------	-------	------	--	------------------------	--------------------	-------

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

<b>S2202</b>	Group II, including:	36.30	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	67.61
--------------	----------------------	-------	------	-------	------	--	------------------------	--------------------	-------

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

<b>S2203</b>	Group III, including:	37.29	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	68.60
--------------	-----------------------	-------	------	-------	------	--	------------------------	--------------------	-------

- Miner
- Retimberman

<b>S2204</b>	Group IIIA, including:	40.90	8.95	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	72.21
--------------	------------------------	-------	------	-------	------	--	------------------------	--------------------	-------

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

<b>S2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	73.67
--------------	------------------------	-------	------	-------	------	--	------------------------	--------------------	-------

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

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

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

<b>S2206</b>	Group IIIB, including:	45.07	6.24	20.66	1.30		<b>L&amp;M</b>	<b>LEG</b>	
	Stake Hopper						0.20	0.20	73.67

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

<b>A2207</b>	Group I	46.78	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	72.13
<b>A2208</b>	Group IA	48.72	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	74.07
<b>A2209</b>	Group II	45.94	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	71.29
<b>A2210</b>	Group III	45.14	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	70.49
<b>A2211</b>	Group IV	38.31	10.70	13.50	1.00		<b>L&amp;M</b>		
							0.10	0.05	63.66

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

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

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

"General Decision Number: AK20210005 04/09/2021

Superseded General Decision Number: AK20200005

State: Alaska

Construction Type: Residential

Counties: Aleutians East, Aleutians West, Bethel, Bristol Bay, Dillingham, Haines, Juneau, Kenai Peninsula, Ketchikan Gateway, Kodiak Island, Matanuska-Susitna, Peninsula & Lake, Prince of Wales Outer Ketchikan, Sitka, Skagway-Yakutat-Angoon, Valdez-Cordova, Wade Hampton and Wrangell-Petersburg Counties in Alaska.

Area III (Boroughs of Central/Southern Alaska below 62 degrees North Latitude excluding Anchorage Area)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.95 per hour (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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a) (1) (ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number Publication Date

0	01/01/2021
1	04/09/2021

\* ENGI0302-005 01/01/2021

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 41.53	24.50
Group 1.....	\$ 42.53	25.20
GROUP 1A.....	\$ 43.29	24.50
Group 1A.....	\$ 44.29	25.20
GROUP 2.....	\$ 40.76	24.50
Group 2.....	\$ 41.76	25.20
GROUP 3.....	\$ 40.04	24.50

Group 3.....	\$ 41.04	25.20
GROUP 4.....	\$ 33.83	24.50
Group 4.....	\$ 34.83	25.20

TUNNEL WORK

GROUP 1.....	\$ 45.68	24.50
Group 1.....	\$ 46.78	25.20
GROUP 1A.....	\$ 47.62	24.50
Group 1A.....	\$ 48.72	25.20
GROUP 2.....	\$ 44.84	24.50
Group 2.....	\$ 45.94	25.20
GROUP 3.....	\$ 44.04	24.50
Group 3.....	\$ 45.14	25.20
GROUP 4.....	\$ 37.12	24.50
Group 4.....	\$ 38.31	25.20

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 Coxswains; 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.

-----  
LABO0341-001 04/01/2020

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 31.71	28.26
GROUP 2.....	\$ 32.71	28.26
GROUP 3.....	\$ 33.61	28.26
GROUP 3A.....	\$ 36.89	28.26
GROUP 3B.....	\$ 40.68	25.55
GROUP 4.....	\$ 21.28	28.26
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.26
GROUP 2.....	\$ 35.98	28.26
GROUP 3.....	\$ 36.97	28.26
GROUP 3A.....	\$ 40.58	28.26
GROUP 3B.....	\$ 44.75	25.55

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to non-mechanical 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 04/01/2021

Rates Fringes

Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees

GROUP 1.....	\$ 31.71	28.36
Group 1.....	\$ 32.00	27.58
GROUP 2.....	\$ 32.71	28.36
Group 2.....	\$ 33.00	27.58
GROUP 3.....	\$ 33.61	28.36
Group 3.....	\$ 33.90	27.58
GROUP 3A.....	\$ 36.89	28.36
Group 3A.....	\$ 37.18	27.58
GROUP 3B.....	\$ 40.68	25.65
Group 3B.....	\$ 40.97	24.87
GROUP 4.....	\$ 21.28	28.36
Group 4.....	\$ 21.57	27.58

TUNNELS, SHAFTS, AND RAISES

GROUP 1.....	\$ 34.88	28.36
Group 1.....	\$ 35.20	27.58
GROUP 2.....	\$ 35.98	28.36
Group 2.....	\$ 36.30	27.58
GROUP 3.....	\$ 36.97	28.36
Group 3.....	\$ 37.29	27.58
GROUP 3A.....	\$ 40.58	28.36
Group 3A.....	\$ 40.90	27.58
GROUP 3B.....	\$ 44.75	25.65
Group 3B.....	\$ 45.07	24.87

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 non-mechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzlemann; 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; Utilidork, 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 nozzlemann, 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.



-----  
TEAM0959-004 03/01/2019

	Rates	Fringes
TRUCK DRIVER		
(1A) Dump, Over 8 yards.....	\$ 41.21	24.12

-----

SUAK1999-008 05/14/1999

Area III

	Rates	Fringes
CARPENTER excluding Batt & Blow Insulation and Drywall Hanging.....	\$ 17.68	
CEMENT MASON/CONCRETE FINISHER...\$ 20.00		
DRYWALL FINISHER/TAPER.....\$ 20.10		
DRYWALL HANGER.....\$ 15.00		
Electrician/Wireman.....\$ 17.45	3.18	
FENCE ERECTOR (including wood and chain link).....\$ 13.18		
FLOOR LAYER: Carpet		
Carpet.....\$ 20.64		
INSTALLER		
Batt & Blown.....\$ 18.55		
Laborer, General (excluding site and street work).....\$ 13.88		
PAINTER (excluding drywall finishing).....\$ 20.60	4.47	
PIPEFITTER (HVAC piping).....\$ 14.00		
PLUMBER/PIPEFITTER (excluding HVAC work).....\$ 22.80		
ROOFER.....\$ 19.27		
Sheet Metal Worker (HVAC Duct Work).....\$ 16.79		
TRUCK DRIVER (excluding dump, over 8 yards and dump 8 yards or under).....\$ 17.56		

-----

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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"

# **Alaska Revolving Fund Program**

## **Davis Bacon Wage Rate Requirements: Municipal Borrowers**

With respect to the Clean Water and Safe Drinking Water State Revolving Funds (CWSRF and DWSRF), EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. 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 and for compliance verification.

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 with respect to State recipients and subrecipients that are governmental entities. In this document, the subrecipient is the entity that receives the sub-grant or loan from the State capitalization grant recipient, otherwise known as the borrower. Please contact the Alaska State Revolving Fund Program with any questions related to applying (DB) to State Revolving Fund (SRF) projects at [srf.eng@alaska.gov](mailto:srf.eng@alaska.gov) or 907-269-7502.

### **1) Applicability of the Davis- Bacon (DB) prevailing wage requirements:**

- a) 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 the Alaska CWSRF and to any construction project carried out in whole or in part by assistance made available by a Alaska DWSRF. 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 at <https://beta.SAM.gov> 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 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.
  - (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 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 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. See Department of Labor Code of Federal Regulations Chapter 29, Subpart A, Section 5.5 ([29 CFR 5.5](#)) for additional information.

(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 29 CFR 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.

(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:
  - (a) 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.
  - (b) (i) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient. 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).

(ii) 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 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), 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 of the United States Code (18 USC1001) and 18 USC 231.

(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:

- (a) 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.

- (b) 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.

- (c) 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 and 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:
  - (a) 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).
  - (b) (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).
  - (c) (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 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.
- i) 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.
  - ii) Violation, liability for unpaid wages and 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.
  - iii) 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.
  - iv) 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 Alaska SRF Program 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 on the Alaska SRF webpage (<http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund>) or 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.
- c) Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence. 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 Items 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 <https://www.dol.gov/agencies/whd/contact/local-offices>.

