# CITY OF HOMER BID DOCUMENTS



# Ohlson Ln. & W. Bunnell Ave. Roadway & Water Improvements

### PREPARED BY:

CITY OF HOMER – PUBLIC WORKS DEPARTMENT

3575 HEATH STREET

HOMER ALASKA, 99603

(907) 235-3170

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#### **INVITATION TO BID**

# By the City of Homer, Alaska For the Ohlson Ln. & W. Bunnell Ave. Roadway & Water Improvements

Sealed Bids for construction of the Ohlson Ln. and W. Bunnell Ave. Roadway and Water Improvements will be received by the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603 until 2:00 PM on March 25, 2025, 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 and Plan and Specification are available online at <a href="http://www.cityofhomer-ak.gov/rfps">http://www.cityofhomer-ak.gov/rfps</a>

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 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:

Reconstruction of the road on Ohlson Lane from the Sterling Highway to the intersection with Bunnell Avenue, and West Bunnell Avenue from the intersection of Ohlson Lane to the intersection with Main Steet. Replacement of the Water Main on Ohlson Lane. Construction of storm drain on Ohlson Lane and West Bunnell Avenue.

Please direct all questions in writing regarding this project to:

Daniel Kort
Public Works Director
City of Homer Public Works Dept.
3575 Heath Street

PUB:

# Homer, Alaska 99603 Email: dkort@ci.homer.ak.us Phone: (907) 435-3141

The City of Homer reserves the right to irregularities or informalities in the bids.	accept or reject	any	or	all	bids,	and	to	waive
Dated this, 2025.	City of Homer							
	Melissa Jacobsen,	City	Ма	nag	er			

### **INSTRUCTIONS TO BIDDERS**

### City of Homer, Alaska

### Ohlson Ln. & W. Bunnell Ave. Roadway & Water Improvements

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. Prevailing Wages
- VIII. Equal Opportunity Employment Certification
  - IX. EPA Debarment
  - X. American Iron and Steel

### I. Introduction

The City of Homer requests bids for the Ohlson Lane and West Bunnell Avenue Roadway and Water Improvements. The purpose of this project is reconstruct the subgrades of Ohlson Lane and West Bunnell Avenue, construct storm drain along both roads and replace the water main along both roads.

All work activity associated with the project shall be completed by November 1, 2025.

### II. Scope of Services

The proposed work is located within the limits of the City of Homer and is illustrated on the plans entitled City of Homer Ohlson Lane and W. Bunnell Avenue Roadway and water Improvements.

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

- Construction Surveying
- Traffic Control
- SWPPP Implementation
- Bid Adjustment for Working Around Utilities in the Roadway
- Clearing & Grubbing
- Removal of 1,025 LF of Curb & Gutter
- Perform 1,440 CY of Usable Excavation
- Perform 6,150 CY of Unusable Excavation
- Ditch 650 LF of Linear Grading
- Furnish & Install 8,940 Tons of Type II Classified Fill
- Furnish & Install 1,940 Tons of Type III Classified Fill

- Furnish & Install 1,050 Tons of Leveling Course
- Compaction Control by Contractor
- Reconstruct 1 Public Approach
- Reconstruct 11 Driveway Approaches
- Remove 2,900 SY of Existing Pavement
- Furnish & Install 1,080 LF of Type I Curb & Gutter
- Furnish & Install 1,000 LF of Type II Curb & Gutter
- Furnish & Install 3 Curb Ramps
- Furnish & Install 690 Tons of 2" Thick Asphalt Pavement
- Painted Traffic Markings
- Adjust 4 Manhole Rings
- Adjust 1 Valve Box
- Furnish & Install 4,750 SY of Non-Woven Geotextile Fabric
- Furnish & Install 4,750 SY of Geogrid Base Reinforcement
- Perform 4MSF of Type I Seeding
- Furnish & Install 4MSF of 4" Thick Topsoil
- Removal of 335 LF of Existing Culverts
- Removal of 1 Strom Drain Manhole
- Removal of 2 Catch Basins
- Furnish & Install 1,000 Tons of Class C Pipe Bedding
- Furnish & Install 3,840 Board Feet of 4" Thick Insulation For Strom Drain
- Furnish & Install 297 LF of 18" CMP
- Furnish & Install 504 LF of 24" CMP
- Furnish & Install 589 LF of 30" CMP
- Furnish & Install 9 CMP End Sections
- Furnish & Install 7 Storm Drain Manholes
- Furnish & Install 3 Catch Basins
- Connect 1 Existing Storm Drain Manhole
- Abandon in Place 1,245 LF of 8" CIP Water Main
- Removal of 1 Fire Hydrant Leg
- Furnish & Install 1,140 LF of 10" HDPE SDR11 Water Pipe
- Furnish & Install 60 LF of 8" DIP CL52 Water Pipe
- Furnish & Install 20 LF of 14" HDPE SDR11 Sleeve
- Furnish & Install 20 LF of 16" HDPE SDR11 Sleeve
- Furnish & Install 270 LF of 1" Type K Copper Service Line
- Furnish & Install 2 10" Gate Valves
- Furnish & Install 48" Gate Valves
- Replace/Install 9 Valve Boxes for Service Lines
- Furnish & Install 1 Fire Hydrant
- Disconnect/Reconnect 9 Water Services
- Furnish & Install 800 Board Feet of 4" Thick Insulation For Water Main

### 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 <a href="http://www.cityofhomer-ak.gov/rfps">http://www.cityofhomer-ak.gov/rfps</a> 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 Tuesday, March 25, 2025** 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 March 5, 2025 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 A is opened first and must be complete or Part B will not be opened and the bid will be rejected.

Part A 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 Copartnership, a Power of Attorney must be submitted in Part A.
- c. EEO-1 Certification
- d. Equal Employment Opportunity Clause (Provided with the bid package)
- e. AIS Certification
- f. EPA Debarment Certification

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. Bid Form
- b. Bid Bond

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

### V. <u>Tentative Project Schedule</u>

Pre-bid Conference
 Bids Due
 2:00 p.m. on March 5, 2025
 2:00 p.m. on March 25, 2025

• Bids Due 2:00 p.m. on March 25, 2025

Notice of Intent to Award
 Award by City Council
 Notice to Proceed
 March 26, 2025
 April 14, 2025
 April 15, 2025

Pre-Construction Meeting
 Start Construction
 May 15, 2025
 May 19, 2025

• Contract Completion November 1, 2025

### 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 A.

It shall be the Bidder's responsibility to inquire as to addenda issued. **Failure to include the Addenda Form in Part A 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. <u>Failure</u> to include the Bid Bond in Part B 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 A 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 City of Homer 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. <a href="#">The envelope shall have the Bid title and date of Bid opening on the lower left-hand corner of the Bid Package. The name of the company submitting the bid shall show in the upper left 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 49, Effective September 1, 2024. 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.

The contractor must pay whichever rates are higher between the State and Federal labor rates.

### VIII. <u>Equal Opportunity Employment</u>

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

- 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. <u>American Iron and Steel</u>

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.

American Iron and Steel requirements are **only present for the water main portion of the project** as shown in **Scope C** of the bid form. Scopes A and B are exempt from these requirements.

# **Project Schedule**

### Ohlson Ln. & W. Bunnell Ave. Roadway & Water Improvements

Advertise Homer News February 27 & March 6

Anchorage Daily News March 9th

Pre-Bid Site Meet via Zoom Cowles Council Chambers

followed immediately by Site Visit 2:00 p.m. March 5, 2025

Bids Due 2:00 p.m. Tuesday, March 25, 2025

Notice of Intent to Award Wednesday, March 26, 2025

Council Award Monday, April 14, 2025

Notice to Proceed Tuesday, April 15, 2025

Pre-Construction Meeting Thursday, May 15, 2025

Start Construction Monday, May 19, 2025

Construction Complete Saturday, November 1, 2025

### **SPECIAL PROVISIONS**

### Ohlson Ln. & W. Bunnell Ave. Roadway & Water Improvements

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 10.03 - Add New Article 3.13 - Triple Contract Bid

This project will be awarded as three contracts to the lowest responsive, responsible bidder. One of these contracts will be for the Ohlson Ln. & W. Bunnell Ave. Road Improvements, the second will be for the Ohlson Ln. & W. Bunnell Ave. Water Improvements and the third will be for the Ohlson Ln. & W. Bunnell Ave. Stormwater Improvements.

### 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:

- Construction Surveying
- Traffic Control
- SWPPP Implementation
- Bid Adjustment for Working Around Utilities in the Roadway
- Clearing & Grubbing
- Removal of 1,025 LF of Curb & Gutter
- Perform 1,440 CY of Usable Excavation
- Perform 6,150 CY of Unusable Excavation
- Ditch 650 LF of Linear Grading
- Furnish & Install 8,940 Tons of Type II Classified Fill
- Furnish & Install 1,940 Tons of Type III Classified Fill
- Furnish & Install 1,050 Tons of Leveling Course
- Compaction Control by Contractor
- Reconstruct 1 Public Approach
- Reconstruct 11 Driveway Approaches
- Remove 2,900 SY of Existing Pavement
- Furnish & Install 1,080 LF of Type I Curb & Gutter
- Furnish & Install 1,000 LF of Type II Curb & Gutter
- Furnish & Install 3 Curb Ramps

- Furnish & Install 690 Tons of 2" Thick Asphalt Pavement
- Painted Traffic Markings
- Adjust 4 Manhole Rings
- Adjust 1 Valve Box
- Furnish & Install 4,750 SY of Non-Woven Geotextile Fabric
- Furnish & Install 4,750 SY of Geogrid Base Reinforcement
- Perform 4MSF of Type I Seeding
- Furnish & Install 4MSF of 4" Thick Topsoil
- Removal of 335 LF of Existing Culverts
- Removal of 1 Strom Drain Manhole
- Removal of 2 Catch Basins
- Furnish & Install 1,000 Tons of Class C Pipe Bedding
- Furnish & Install 3,840 Board Feet of 4" Thick Insulation For Strom Drain
- Furnish & Install 297 LF of 18" CMP
- Furnish & Install 504 LF of 24" CMP
- Furnish & Install 589 LF of 30" CMP
- Furnish & Install 9 CMP End Sections
- Furnish & Install 7 Storm Drain Manholes
- Furnish & Install 3 Catch Basins
- Connect 1 Existing Storm Drain Manhole
- Abandon in Place 1,245 LF of 8" CIP Water Main
- Removal of 1 Fire Hydrant Leg
- Furnish & Install 1,140 LF of 10" HDPE SDR11 Water Pipe
- Furnish & Install 60 LF of 8" DIP CL52 Water Pipe
- Furnish & Install 20 LF of 14" HDPE SDR11 Sleeve
- Furnish & Install 20 LF of 16" HDPE SDR11 Sleeve
- Furnish & Install 270 LF of 1" Type K Copper Service Line
- Furnish & Install 2 10" Gate Valves
- Furnish & Install 48" Gate Valves
- Replace/Install 9 Valve Boxes for Service Lines
- Furnish & Install 1 Fire Hydrant
- Disconnect/Reconnect 9 Water Services
- Furnish & Install 800 Board Feet of 4" Thick Insulation For Water Main

### SP - 3: Section 10.05 - Modify 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."

### SP - 4: Section 10.05 - Add New Article 5.38 - Contractor Work and Storage Areas

The Contractor shall make arrangements for areas and facilities needed by the Contractor for the storage of materials, supplies and equipment, parking, and other activities. Security for such areas shall be the sole responsibility of the Contractor. The Contractor shall hold the Owner harmless from all claims or complaints arising from the use of such areas. The Contractor may store equipment within the areas cleared for construction. The Contractor will not be allowed to store equipment within any State of Alaska right-of-way.

### **SP - 5: Section 10.05 - Add New Article 5.39 - Existing Site Conditions**

The "Ohlson Lane and Bunnell Avenue Test Hole Logs" prepared by Nelson Engineering PC, dated July 11, 2022 are attached. All test holes were advanced by a City of Homer vacuum truck with samples extracted and classified at depth intervals.

Neither the City nor the Engineer assumes any responsibility with respect to the sufficiency or accuracy of test holes, or of the logs of said test holes, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Logs of test holes or topographic maps showing a record of the data obtained by the Engineer's investigations of surface and subsurface conditions that are made available or bound herewith shall not be considered a part of the Contract Documents. Said logs represent only the opinion of the Engineer as to the character of the materials encountered by him in his investigations, and is provided only for the convenience of the Contractor.

Information derived from inspection of logs of test holes, of topographic maps, or from the Drawings showing locations of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

The Contractor warrants that he has made such additional investigations and tests as may be deemed necessary to determine his Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Contract Documents. The Contractor will make no claim against the City or the Engineer if, in carrying out the work, the Contractor finds that the actual subsurface conditions encountered do not conform to those indicated by said test holes or other subsurface investigations.

Neither the City nor the Engineer assumes any responsibility for any interpretations or representations made by any of its officers or agents during or prior to the execution of this

Contract, unless such interpretations or representations are expressly stated in the Contract Documents.

### SP - 6: Section 10.05 - Add New Article 5.40 - Existing Structures

Existing signs, gates, and barriers which lie within areas of excavation shall be carefully removed, protected, saved, and reinstalled in their original positions by the Contractor, unless directed otherwise, in writing, by the Engineer. All damage to such items resulting from the Contractor's operations shall be repaired at the Contractor's expense. This item shall be considered incidental to other items of work in the Project and no separate payment will be considered or paid therefore.

### SP - 7: Section 10.07 - Modify Article 7.6 - Progress Payments

Remove the following language:

"Until such time as the work is accepted by the City, retainage shall be withheld in accordance with the following schedule:

Contract Completion Percentage	Retainage Percentage
0-75%	10%
76-95%	5%*
Over 95%	5%*

<sup>\*</sup>May be reduced to these percentages depending upon satisfactory performance and adherence to the Contractor's progress schedule, clean-up, Contract completion cost and other factors, in the judgement of the Engineer."

### And replace with:

"Until such time as the work is accepted by the City, 10% of the final payment application shall be withheld as retainage."

### MODIFICATIONS TO STANDARD SPECIFICATIONS

### **DIVISION 100 GENERAL DIVISION**

### SP - 8: Modify Subsection 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."

### Add the following language:

"Survey measurements shall be taken, field notes shall be kept, and accuracy shall be attained in accordance with Section 102. As-built information shall be marked on a clean set of full-size paper copy Drawings and be submitted to the Engineer at the completion of construction activity. The Drawings shall be clearly stamped "Record Drawings." No final project payment will be made to the Contractor until the Record Drawings have been submitted to and approved by the Engineer.

The following abbreviations shall be used on the Record Drawings to denote a deviation from the Drawings:

- ASB "As-Built" The actual horizontal, vertical, dimension, or quantity measured by survey after it has been constructed.
- F.C. "Field Change" Revision or change of original design made in the field. "DELETED" Not constructed.

Minimum Requirements for construction of Record Drawings:

- When paper copies are used for Record Drawing purposes, As-built Work shall be marked in red ink or red pencil to clearly identify the changes to the original design. If the As-built record drawings are prepared and submitted in pdf format the work shall be marked in red.
- A straight line drawn through stationing, elevations, and notes shall show a change, deletion, or omission and shall be followed with the appropriate symbol.
- Storm sewer, water, sanitary sewer, gas lines, or any construction that has been deleted or relocated will be crosshatched.
- Crossed out information should still remain legible.
- The scale of new gas lines, water, sewer, or any new construction not shown should conform to the scale of the drawings.
- Reference information used to prepare Record Drawings, such as change orders, and field books, shall be noted on the drawings.
- Profile changes will be made with elevations or stationing only. The profile line need not be re-drawn unless the change is significant.
- As-builts for water, sewer, gas lines, and storm drain systems shall be accurate within five hundredths of a foot (0.05') vertically and one-half foot (0.5') horizontally. As-built information shall be referenced to existing subdivision survey control and/or centerline of the right-of-way.
- As-builts for structures shall be accurate to within one-half inch (1/2") vertically and horizontally.

 The name of the Record Drawing preparer, the employer, and the date of the preparation shall appear in the appropriate title block on each Record Drawing sheet."

# <u>SP - 9: Modify Section 103 Traffic Safety, Maintenance, and Restoration of Roads and Streets</u>

Add the following paragraphs to subsection 103.1:

"No work shall be started prior to approval of the traffic plan (TP). The Contractor shall give forty-eight (48) hours notification to the Engineer before starting any work that might inconvenience the traveling public or change existing travel patterns. The TP may be modified, subject to approval by the Engineer, as construction progresses. The Contractor shall give forty-eight (48) hours notification to the Engineer prior to implementing changes to the TP.

All traffic control devices necessary to fulfill the project contractual requirements, including construction signs and barricades, shall be furnished by the Contractor and shall be considered incidental to this pay item. All such devices shall conform to the design, materials, color, and fabrication requirements of the "Alaska Traffic Manual". The construction signs and barricades shall be of high intensity reflective sheeting as provided in the "Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction", 2020 Edition, Section 643 – Traffic Maintenance."

Add the following paragraphs to subsection 103.2:

"The Contractor shall maintain the Work during construction and until the Work is accepted, in accordance with these Specifications. This maintenance shall be a continuous and effective effort, prosecuted on a day-by-day basis, with adequate equipment and personnel provided to enable the roadway and structures to be maintained in a safe and satisfactory condition for the traveling public at all times. The Contractor shall be liable for all damage or injuries suffered due to the Contractor's operations or by the Contractor's failure to provide adequate traffic safety, maintenance, or restoration services.

The Area Maintenance Supervisor of the Alaska Department of Transportation and Public Facilities (ADOT&PF) shall be notified of any traffic control operations affecting the Sterling Highway, and a TP shall be submitted for approval.

Any pavement and/or base course within the State of Alaska right-of-way that is to be removed and replaced shall match existing courses in type and thickness or be an equivalent approved by the Engineer.

All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by the Contractor. The Contractor's equipment shall stop at all points of intersection with the traveling public unless satisfactory traffic control measures, approved in writing, are installed and maintained at the Contractor's expense."

### SP - 10: Add Section 104 Temporary Erosion Control During Construction

### Article 104.1 General

The Contractor shall provide all temporary erosion control measures necessary during construction for the prevention of water pollution, erosion, and/or siltation. These measures are for the protection of all streams, lakes, ponds, wetlands, and tidal waters.

The Contractor is directed to Alaska State regulations (18AAC70) which states that no person may conduct an operation that causes or contributes to a violation of water quality standards set forth in 18AAC70.010 to 18AAC70.032.

The Contractor shall provide a plan describing temporary erosion control measures to be employed during construction. The plan shall be delivered to the Engineer five (5) days before commencement of work. The Owner's Representative will review the plan within five (5) working days of submission. If the plan is rejected, the Contractor shall resubmit a revised plan. The accepted temporary erosion control measures shall be in place immediately after Contractor mobilization and before any construction begins.

### **Article 104.2 Construction**

The Contractor's attention is called to the publication "Alaska Storm Water Pollution Prevention Guide" available from ADOT&PF. This document contains possible procedures for many pollution control operations.

Temporary erosion control measures may include such items as silt fences, sedimentation ponds, intercepting embankments and channels, check dams, rock lining, mulching, jute matting, seeding, sodding, and other erosion control devices as required. Where erosion is expected to be a severe problem, clearing, grubbing, grading, filling, and other operations shall be scheduled and performed such that permanent erosion control measures follow immediately. Permanent erosion control measures are those work items specified elsewhere in the Contract Documents, which are intended to provide permanent erosion control such as paving, seeding, and other measures as required.

Temporary erosion control measures shall remain in place and in good working condition until permanent erosion control is in place. The continued maintenance of these temporary erosion control items and replacement of damaged items shall be the ongoing responsibility

of the Contractor. Under HSCS Section 10.05, the Engineer may suspend work if the Contractor fails to carry out the requirements of the temporary erosion control plan during construction. After suspension of the work, the Owner may perform or contract the performance of the erosion control measures and deduct those costs from the Contractor's progress payments.

### **Article 104.3 Measurement and Payment**

Payment for Temporary Erosion Control during construction shall be measured by lump sum for all work described in this section and be paid by a percentage of project completion.

### **Article 104.4 Basis of Payment**

Payment at the lump sum price shall be full compensation for time and materials as may be required to create a Temporary Erosion Control Plan During Construction. Payment at the contingent amount shall be for all man hours and materials used to implement Temporary Erosion Control Plan during construction. The Contractor shall submit certified work hours and receipts for all man hours and materials required to execute the Temporary Erosion Control Plan during construction and prior to payment.

Payment will be made under:

ITEMDESCRIPTIONUNIT104SWPPP ImplementationLump Sum

### SP - 11: Add Section 105 Existing Utilities in Construction Zone

### **Article 105.1 General**

The purpose of this section is to address compensation to the Contractor for any and all labor, materials, equipment and overhead from construction activities hampered by all adjacent utilities in the construction zone. At various stages of the project the Contractor will be required to work in close proximity to these utilities. This work may include removal or placement of material over, under, and adjacent to the lines. All utilities currently present are to remain in service.

It is the Contractor's responsibility to contact the utility owners for actual locations. The Contractor is directed to contact the respective owners for scheduling and additional information. It shall be the responsibility of the Contractor to schedule his activities such that the utility owner is able to efficiently (as determined by the owner and the affected utility) perform necessary modifications or relocations.

The Contractor shall protect these lines in a manner approved by both the Engineer and utility owner in writing. It is the Contractor's responsibility to obtain exact locations and depths of any utilities that may conflict with any construction activity, through "pot holes" by manual labor or other method. Hand-dig around any lines that may be exposed during excavation. Cover exposed utilities with a minimum of 12" of borrow before allowing vehicle traffic. Scrapers will not be permitted to operate within a distance of one (1) foot vertically and five (5) feet horizontally of utility lines.

The Contractor is directed to contact the above-mentioned utility companies, both prior to bidding and during construction, for additional information about existing utilities, scheduling, locations, and other pertinent information.

### Article 105.2 Measurement

Existing Utilities in Construction Zone shall be measured as one job, complete, and shall be considered full compensation for any and all labor, equipment, and materials required for construction activities relating to all existing natural gas, telephone, power, communication, water, sewer, and storm utilities. These activities include, but are not limited to, the following:

- Complications due to utility proximity to project work
- Maintaining utilities in their existing condition
- Excavation, backfilling, and compaction
- Temporary shoring and protection
- Repairs required due to construction-incurred damage

Typical work around existing utilities is included under Existing Utilities in Construction Zone. Any required relocation of existing utilities, or required repairs to utilities due to their existing conditions, are excluded. Payment for actual materials excavated and/or backfilled will be paid under their respective bid items.

### Article 105.3 Basis of Payment

Payment will be made under:

ITEMDESCRIPTIONUNIT105Existing Utilities in the Construction ZoneLump Sum

### **DIVISION 200 EARTHWORK**

### **SP - 12: Modify Section 204 Excavation for Traffic Ways**

Add the following paragraph to subsection 204.4:

"Ditch Linear Grading shall consist of excavation, final shaping, and disposal of unsuitable material of designated ditches and slopes for drainage by grading with a small dozer, motor grader, backhoe, or other suitable means. The Contractor shall furnish a disposal area for unsuitable material outside of the project right-of-way, with written consent of the property owner, unless an area within the right-of-way is specifically noted for disposal on the plans. Excavation at ends of existing culverts and around existing drop inlet catch basins will be considered incidental to this item and will not be measured or paid as a separate item."

Add the following paragraph to subsection 204.7

"Ditch Linear Grading shall be measured by linear foot along the centerline of the ditch. Usable Excavation and Unusable Excavation shall both by measured by cubic yard."

Remove subsection 204.8 and replace with:

"Payment shall be made under the following units:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
204(A)	Usable Excavation	Cubic Yard
204(B)	Unusable Excavation	Cubic Yard
204(C)	Ditch Linear Grading	Linear Foot"

### SP - 13: Modify Section 206 Leveling Course

Add the following at the beginning of the first paragraph of subsection 206.5:

"Payment for all leveling course, including sidewalks, roadways, and driveways shall be included under this item."

### **SP - 14: Add Section 209 Reconstruct Approach**

### Article 209.1 General

The work under this section consists of performing all operations and furnishing all materials pertaining to removing, disposing of, re-grading, and replacing existing public and private (driveway) approaches, including removal and disposal of existing pavement, excavation, surfacing, classified fill and backfill, leveling course, asphalt pavement, and working adjacent to existing landscaping amenities, as indicated on the Drawings.

Approach reconstruction consists of creating a smooth transition (grade not to exceed 15%) from the roadway improvements to the existing adjoining road or driveway. The transition

length is measured from the edge of roadway or back of sidewalk and shall be as shown on the Drawings or provided by the Engineer.

### Article 209.2 Material

All materials used in the reconstruction of approaches shall conform to the requirements for the respective divisions. Leveling course and subbase materials shall conform to the requirements of Division 200 - Earthwork. Asphalt concrete pavement for asphalt driveways shall conform to Division 400 – Asphalt Concrete Pavement.

### **Article 209.3 Construction**

All construction practices, tests, and other controls shall conform to Division 200 – Earthwork and Division 400 – Asphalt Concrete Pavement.

The Contractor shall neatly and cleanly sawcut and remove any existing pavement surfacing. The Contractor shall saw cut a minimum of two inches (2") deep for asphalt surfaces. If any portion of the remaining asphalt or concrete surfacing is under-cut or damaged during construction operations, the Contractor shall sawcut, remove, and replace the affected area at no additional cost to the Owner.

The Contractor shall reconstruct existing approaches with asphalt surfacing to match existing roadway or driveway surfaces. The Contractor shall place two inches (2") of asphalt surfacing over two inches (2") of leveling course. The Contractor shall provide all reconstructed areas with a minimum twenty-four inches (24") of Type III Classified Fill and Backfill subbase, and geotextile fabric when required in the Drawings.

The Contractor shall perform asphalt paving by using a mechanical spreader and shall compact with a mechanical roller weighing not less than ten (10) tons. A mechanical spreader need not be used in reconstructed areas of less than three hundred (300) square feet.

The Contractor shall tamp small, inaccessible areas to produce a compression and surface texture equivalent to that produced by the specified method of rolling. Hand tampers shall have a maximum tamping face of fifty (50) square inches and minimum weight of twenty-five (25) pounds.

The Contractor shall maintain access and parking accommodations for each resident during any driveway work. The Contractor shall notify and coordinate with the affected resident(s) forty-eight (48) hours prior to necessary driveway closures.

### **Article 209.4** Method of Measurement

Approach reconstruction is measured per each public or driveway approach surface complete and in place for the specified type of surface. No separate measurement is to be made for classified backfill, excavation, or geotextile fabric, as these items are incidental to the bid item. No measurement is made for temporary relocation of driveways or required driveway maintenance during construction as these items are incidental to the work item.

### **Article 209.5** Basis of Payment

Payment shall include full payment for all work described in this section.

Payment shall be made under the following unit:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
209(A)	Reconstruct Public Approach	Each
209(B)	Reconstruct Driveway Approach	Each

### **DIVISION 300 PORTLAND CEMENT CONCRETE**

### <u>SP - 15: Add Section 304 Portland Cement Concrete Curb Ramps</u>

### Article 304.1 General

The work under this section consists of performing all operations pertaining to furnishing and constructing Portland Cement Concrete curb ramps with a detectable warning surfacing in conformance with the Drawings. The ramps shall comply with the Americans with Disabilities Act Title II as identified in 28 CFR Part 35 –Nondiscrimination on the Basis of Disability in State and Local Government Services.

### **Article 304.2** Material

- A. General: The Portland Cement Concrete (P.C.C.) materials and installation shall conform to the requirements of Section 304.3 Portland Cement Concrete Sidewalk and the Drawings. The P.C.C. shall have a slump range of four to seven inches (4" to 7") to permit solid placement of the tactile warning panel. An overly wet mix will cause the tactile warning panel(s) to float. The Contractor shall not add color to the concrete unless specified in the Drawings. The Contractor shall not apply a troweled pattern to the curb ramps. The Contractor shall provide a coarse broom finish for the ramps, perpendicular to direction of pedestrian traffic.
- B. Detectable Warning Panel: Each detectable warning panel shall have a truncated domed surface twenty-four inches (24") in depth for the width of the ramp. The truncated domes shall have a height of two-tenths inch (0.2"), a diameter of nine-

tenths inch (0.9"), a center-to-center spacing of one and six-tenth inches (1.6") minimum and two and four-tenth inches (2.4") maximum, and a base-to-base spacing of sixty-five one-hundredth-inch (0.65"), measured between the most adjacent domes. The Contractor shall provide panels Federal Yellow in color. The specified color shall be homogeneous throughout the panel. The Contractor shall provide Armor Tile Cast-In-Place In-Line Dome Tactile Panel detectable warning panel(s), manufactured by:

Engineered Plastics, Inc. 300 International Drive, Suite 100 Williamsville, NY 14221 Phone: 1-800-682-2525

**Or** gray, cast iron detectable warning plates, or panels, manufactured by:

Neenah Foundry Company, Inc 4107 E. Madison Street Phoenix, AZ 85034 Phone: 1-866-765-0850

Filone. 1-800-703-0830

Or East Jordan Iron Works, Inc. 301 Spring Street East Jordan, MI 49727 Phone: 1-800-626-4653

**Or** an approved equal

### **Article 304.3 Construction**

The Contractor shall construct each curb ramp and install the detectable warning panel(s) in conformance with the Contract Documents and the manufacturer's recommendations.

No later than five (5) days prior to construction of the curb ramps, the Contractor shall submit to the Engineer, for review and approval, a layout drawing for each curb ramp to resolve issues related to pattern repeat, tile cuts, expansion joints, control joints, ramp curves, ramp end returns and surface interfaces, and truncated dome spacing.

The Contractor shall install and finish the P.C.C. in accordance with the Contract Documents prior to installation of the detectable warning panel(s). The Contractor shall tamp the panel with a small sledge hammer with a two-inch by six-inch by twenty-inch (2" x 6" x 20") wood tamping plate, or lightly vibrate into the fresh concrete to ensure that the panel's field level (base of truncated dome) is flush with the adjacent concrete and top back of curb. The Contractor shall ensure that the panel's field level is flush with the adjacent concrete surface, proper water drainage is provided, and potential tripping hazards are eliminated. The Contractor shall ensure that the back edge of the detectable warning panel(s) form a smooth arc parallel to the top back of the curb.

Immediately after the panel placement, the Contractor shall check and adjust accordingly the panel's field level to be flush with the adjacent concrete surface. Following final field-level adjustments, place suitable twenty-five (25) pound weights, conforming to the manufacturer's recommendations, on each panel with additional weights at panel-to-panel joints as needed to provide a solid contact between the panel underside and the concrete.

During and after the panel installation and concrete curing time, the Contractor shall ensure that there is no walking, leaning, or any external forces placed on the panel, thereby causing a void between the underside of the panel and the concrete.

After the concrete has cured, the Contractor shall remove protective plastic wraps. If "concrete bleeding" occurs between the panels, Contractor shall remove the residue without damage to the panel surfaces, in accordance with the manufacturer's recommendation.

Contractor shall maintain, on-site, an electronic level, a five-foot (5') diameter circle template, and a three-foot by five-foot (3'x5') rectangular template. The template may be of any material, including paper. The contractor shall, when requested, demonstrate to the Engineer that there are adequate landing and turning areas that meet the dimensions and slopes required on the Drawings.

Backfill and grade areas disturbed by curb ramp construction and restore ground surface as shown on the Drawings.

### **Article 304.4** Tolerances

In accordance with the Americans with Disabilities Act Public Rights-of-Way Accessibility Guidelines (PROWAG), dimension not stated as "maximum" or "minimum" are absolute. All dimensions are subject to conventional industry tolerances, except where the requirement is stated as a range with specific minimum and maximum end points. Conventional industry tolerances recognized by the ADAAG include those for field conditions that may be a necessary consequence of a particular manufacturing process. Information on specific tolerances may be available from industry or trade organizations, code groups, building officials, and published references. (Example: American Concrete Institute Standard Specifications for tolerances for concrete construction and materials (ACI-117)).

### <u>Article 304.5</u> <u>Method of Measurement</u>

The work paid for under "P.C.C. Curb Ramp" shall be measured as furnished, constructed, finished, and accepted in place for each installation or the actual horizontal square yardage of curb ramp (including curb ramp under detectable warnings) and back curb.

The work paid for under "Detectable Warnings" is measured by the actual horizontal square footage of detectable warning tiles furnished, installed, and accepted in place. When P.C.C. Curb Ramp is paid per each, the Detectable Warnings are incidental to each installation and no separate payment shall be made.

### **Article 304.6 Basis of Payment**

Payment for this work shall be in accordance with Division 10, Section 10.07 - Measurement and Payment, and shall include full payment for all work described in this section.

Payment for restoration of existing ground surface disturbed by curb ramp construction is made under "A.C. Pavement," "P.C.C. Sidewalk," "Topsoil," and "Seeding," as applicable. No separate payment is made for backfilling and grading in preparation of paid surface treatment. No separate payment is made for backfilling and grading in locations where the existing surface is gravel.

Payment shall be made under the following unit:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
304	Install Curb Ramp	Each

### **DIVISION 600 WATER SYSTEMS**

### SP - 16: Modify Section 602 Furnish and Install Pipe

Add the following to subsection 602.3:

### "f. Water Flow Interruptions

All planned interruptions require notifying the Engineer, the Owner, the City of Homer Fire Department, property owners, property managers, and residents a minimum of seventy-two (72) hours and a maximum of one-hundred forty-four (144) hours in advance of the interruption.

Properties with fire sprinklers require a minimum of three non-holiday and non-weekend days of notice to allow property managers time to mitigate impacts to fire suppression systems.

Each interruption requires a separate notification. Interruptions not started within the planned interruption period require a new notice and notifying period. Along with notice requirements, planned interruptions may not affect any portion of a previous interruption until a minimum of forty-eight (48) hours has passed the previous interruption. The water

service outage area is water system infrastructure and project-dependent. Upon notifying the City of a planned interruption, the Contractor will allow the City up to fourteen (14) working days to clean and operate valves, operate hydrants, and complete test shutdowns to establish the limits of the shutdown area. Shutdown does not implicitly mean shut off and the Contractor is to plan for up to two hundred gallons per minute (200 gpm) of water from the water system to enter the work area after the pipes have been drained.

The Contractor is to notify the City where an interruption impacts or has the potential to impact a business establishment that provides food or health care services. Critical health care services as shown on the Drawings or called out in the special provisions are to be provided temporary water at all times.

It shall be the Contractor's responsibility to coordinate "turn-off" and "turn-on" with the Engineer and the City. Where the supply of water to a City customer is interrupted in excess of six (6) hours, the Contractor shall furnish and install a temporary water system. If the water service is disrupted in excess of six (6) hours or without notice, the Contractor is to pay the City fifty dollars (\$50) for each impacted residential or business unit for each hour beyond the initial six-hour period or the start of an interruption without notice.

If the interruption surpasses twenty-four (24) hours without reestablishing water service, then the City at its discretion will take action to make repairs to reinstate water service, backcharging the Contractor and other responsible parties to reinstate water service. The City may take further action by limiting the Contractor from working on City piping and City controlled services in the future. In addition, the Engineer may consider the Contractor to have substantially violated the terms of the Contract and begin to terminate the Contract as provided for in Division 10, Section 10.04, Article 5.31.

### g. Replace Methodology for Existing Water Main

A significant portion of this Work includes improvements to the water system serving properties on Ohlson Lane, Jenny Way, and West Bunnell Avenue. In execution of this work, the contractor must use the "Preferred Methodology" unless they have received written approval from the Engineer to use an alternative methodology

1) **Preferred Methodology:** A trench for the new HDPE water main shall be dug and offset to project alignment left of the existing 8" CIP water main such that there is approximately two (2) feet of clearance between the existing and new outer pipe walls. The trench depth shall allow for the new pipe lengths to be bedded at invert elevations and slopes closely matching those of the existing water main. Trenching and pipe extents and details are shown in the Drawings. Care shall be taken to avoid existing underground utilities and service connection lines as outlined in Section 105 of this document.

Connections to the existing water main system shall be made at three (3) separate locations. The first location is at the PRV vault on Ohlson Lane, where the existing CIP shall be removed at the first fitting connection inside the vault and extracted from the wall, to be replaced by 8" ductile iron pipe (DIP) that branches via wye and gate valves to both the existing CIP and the new HDPE pipe. The second location is at the tee at the intersection of Bunnell Avenue and Main Street, where the CIP will be removed to allow for a new 8" DIP, encased by 14" HDPE, to extend from the tee under the nearby perpendicular storm sewer crossing before connecting to a wye and gate valves mirroring the connection at the PRV. Once the first two connections have been made, the existing CIP water main can be brought back on line, with valves initially closed on the new line.

The third water main connection location is at the existing 8" DIP branch line extending down Jenny Way, where a new tee will be installed on the new HDPE main line at a position laterally offset from the existing tee to the Jenny Way branch. Gate valves will be installed to both sides of the new tee on the HDPE line, with the branch outlet of the tee initially capped with a blind flange.

With the existing CIP water main operational, and the valves closed on both ends of the new HDPE line, new 1" copper service lines can be installed and extended to the approximate locations of the existing curb stops, where new curb valves and boxes can be installed adjacent to the existing boxes. The new water main shall then be pressure tested and disinfected per HSCS. At this point the building connections can be switched to the new curb stops and the new HDPE main can be brought online in parallel with the existing main. The old curb valve boxes are to be removed, and the existing service lines are to be abandoned in place.

The Jenny Way branch connection shall be made last, with a temporary interruption of service only to those properties on that line. After shutting off and draining the existing CIP main, the existing 8" tee and pipe to either side can be cut out and removed, allowing for connection from the Jenny Way branch to the new tee. With valves off at both sides of the new tee and water being back-fed on the southeast side from Main Street, a new 8" ductile iron pipe can be used to join the branch to the tee, and the service to the branch can be restored. The existing cast iron water mains being replaced are all to be drained, filled with grout, capped with blind flanges, and abandoned in place.

2) **Alternative Methodology:** An alternative method for water main replacement may be suggested by the Contractor for consideration by the Design Engineer and the Owner. The Contractor shall submit a written plan outlining the proposed means and methods by which this phase of the project will be accomplished. This plan must

adhere to the requirements of the HSCS, Plans and Bid Documents, and must be reviewed by all parties, including the Alaska Department of Environmental Conservation (ADEC). Written approval of the new plan by both the Owner's representative and the ADEC will be required prior to start of any water main work."

Replace the final paragraph of subsection 602.4 b. hydrostatic testing with the following:

"Newly installed HDPE water mains are to be hydrostatically tested to the rated operating pressure of the pipe and appurtenances in two phases. The rated operating pressure of PE4710 HDPE SDR11 piping is two hundred pounds per square inch (200 psi).

### Phase 1 — Initial Expansion (4 hours)

Pressurize the test section to the test pressure and maintain for four (4) hours. The contractor is to pump additional test water into the pipe to maintain test pressure as the pipe expands slightly. It is not necessary to monitor the amount of water added during this phase.

### Phase 2 — Pressure Testing (Minimum 1 Hour)

Immediately following the initial expansion phase the Contractor is to stop adding testing fluid and then reduce the pressure by 10 psi. The reduced pressure is to be held within five percent (5%) of this value for a minimum of one hour and show no visible leaks to pass the test.

The maximum test duration is eight (8) hours. If the test is not completed in the maximum duration period, then the Contractor is to depressurize the test section completely and allow it to relax for at least eight (8) hours before pressurizing the test section again."

Add the following to subsection 602.4 c. disinfection:

"The Contractor shall provide a plan for concurrence by the Engineer for disposal of chlorinated waters from the disinfection process. The plan must include a method to dechlorinate and hold the discharge prior to leaving the Contractor's control. Under no circumstances is the solution to be discharged to the sanitary sewer system without prior approval by the City. Discharges of the spent chlorine solution are to be approved by the authority having jurisdiction over the receiving facility or site.

After de-chlorination is complete, the Contractor shall coordinate and accommodate coliform testing. The Contractor, under the observation of the Engineer, is to arrange for the collection of sets of water samples from the disinfected piping, with the number of sets and

collection locations determined by AWWA C651, Disinfecting Water Mains. The samples are to be tested as specified in Standard Methods for the Examination of Water and Wastewater, and show the absence of coliform organisms. Samples are to be collected by a qualified person and processed in a certified lab.

All preparation and coordination required for disinfection testing and re-testing shall be the responsibility of the Contractor. Additional compensation or contract time extensions for retesting due to inadequate disinfection will not be granted."

### **BID FORM**

# Ohlson Ln. & W. Bunnell Ave. Roadway & Water Improvements

# Scope A

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN TITY*	UNIT BID PRICE	TOTAL BID PRICE
1	101	Mobilization & Demobilization	LS	1		
2	102	Construction Surveying	LS	1		
3	103	Traffic Control	LS	1		
4	104	SWPPP Implementation	LS	1		
5	105	Existing Utilities in Construction Zone	LS	1		
7	202	Clearing & Grubbing	LS	1		
8	203A	Removal of Curb & Gutter	LF	1025		
9	204A	Usable Excavation	CY	1440		
10	204B	Unusable Excavation	CY	6150		
11	204C	Ditch Linear Grading	LF	650		
12	205A	Furnish & Install Type II Classified Fill	TON	8940		
13	205B	Furnish & Install Type III Classified Fill	TON	1940		
14	206	Furnish & Install Leveling Course	TON	1050		
15	208	Compaction Control by Contractor	LS	1		
16	209A	Reconstruct Public Approach	EA	1		
17	209B	Reconstruct Driveway Approach	EA	11		
18	219	Remove Existing Pavement	SY	2900		
19	302A	Furnish & Install Curb & Gutter Type I	LF	1080		
20	302B	Furnish & Install Curb & Gutter Type II	LF	1000		

21	304	Furnish & Install Curb Ramp	EA	3	
22	401	Furnish & Install 2" thick Asphalt Pavement	TON	690	
23	402	Painted Traffic Markings	LS	1	
24	512	Adjust Manhole Ring	EA	4	
25	607	Adjust Valve Box	EA	1	
26	702	Furnish & Install Non-Woven Geotextile Fabric	SY	4750	
27	703	Furnish & Install Geogrid Base Reinforcement	SY	4750	
28	707	Furnish & Install Standard Sign	EA	6	
29	708	Seeding (Type I)	MSF	4	
30	710	4" Topsoil	MSF	4	

Scope B

3cope b					
1	105	Existing Utilities in Construction Zone	LS	1	
2	203B	Removal of Existing Culverts	LF	335	
3	203C	Removal of Storm Drain Manholes	EA	1	
4	203D	Removal of Catch Basins	EA	2	
5	211	Furnish & Install Class C Pipe Bedding	TON	1000	
6	704	Furnish & Install 4" Thick Insulation	BF	3840	
7	802A	Furnish & Install 18" CMP	LF	297	
8	802B	Furnish & Install 24" CMP	LF	504	
9	802C	Furnish & Install 30" CMP	LF	589	
10	802D	Furnish & Install CMP End Section	EA	9	
11	804	Furnish & Install Storm Drain Manhole	EA	7	
12	806	Furnish & Install Catch Basin	EA	3	
13	807	Connect to Existing Storm Drain Manhole	EA	1	

### Scope C

105	Existing Utilities in Construction Zone	LS	1		
203E	Abandon Pipe in Place – 8" CIP Water Main	LF	1245		
203F	Removal of Fire Hydrant Leg	EA	1		
211	Furnish & Install Class C Pipe Bedding	TON	450		
602A	Furnish & Install 10" HDPE SDR11 Water Pipe	LF	1140		
602B	Furnish & Install 8" DIP CL52 Water Pipe	LF	60		
602C	Furnish & Install 14" HDPE SDR11 Sleeve	LF	20		
602D	Furnish & Install 16" HDPE SDR11 Sleeve	LF	20		
602E	Furnish & Install 1" Type K Copper Service Line	LF	270		
603A	Furnish & Install 10" Gate Valve & Box	EA	2		
603B	Furnish & Install 8" Gate Valve & Box	EA	4		
603C	Replace/Install Valve Box for Service Lines	EA	9		
604	Furnish & Install Fire Hydrant	EA	1		
606	Water Service Disconnect/Reconnect	EA	9		
704	Furnish & Install 4" Thick Insulation	BF	800		
	203E 203F 211 602A 602B 602C 602D 603A 603B 603C 604 606	203E Abandon Pipe in Place – 8" CIP Water Main 203F Removal of Fire Hydrant Leg 211 Furnish & Install Class C Pipe Bedding 602A Furnish & Install 10" HDPE SDR11 Water Pipe 602B Furnish & Install 8" DIP CL52 Water Pipe 602C Furnish & Install 14" HDPE SDR11 Sleeve 602D Furnish & Install 16" HDPE SDR11 Sleeve 602E Furnish & Install 1" Type K Copper Service Line 603A Furnish & Install 10" Gate Valve & Box 603B Furnish & Install 8" Gate Valve & Box 603C Replace/Install Valve Box for Service Lines 604 Furnish & Install Fire Hydrant 606 Water Service Disconnect/Reconnect	203E Abandon Pipe in Place – 8" CIP Water Main LF 203F Removal of Fire Hydrant Leg EA 211 Furnish & Install Class C Pipe Bedding TON 602A Furnish & Install 10" HDPE SDR11 Water Pipe LF 602B Furnish & Install 8" DIP CL52 Water Pipe LF 602C Furnish & Install 14" HDPE SDR11 Sleeve LF 602D Furnish & Install 16" HDPE SDR11 Sleeve LF 602E Furnish & Install 1" Type K Copper Service Line 603A Furnish & Install 10" Gate Valve & Box EA 603B Furnish & Install 8" Gate Valve & Box EA 603C Replace/Install Valve Box for Service Lines EA 604 Furnish & Install Fire Hydrant EA	203E Abandon Pipe in Place – 8" CIP Water Main LF 1245 203F Removal of Fire Hydrant Leg EA 1 211 Furnish & Install Class C Pipe Bedding TON 450 602A Furnish & Install 10" HDPE SDR11 Water Pipe LF 1140 602B Furnish & Install 8" DIP CL52 Water Pipe LF 60 602C Furnish & Install 14" HDPE SDR11 Sleeve LF 20 602D Furnish & Install 16" HDPE SDR11 Sleeve LF 20 602E Furnish & Install 16" HDPE SDR11 Sleeve LF 270 602E Furnish & Install 10" Gate Valve & Box EA 2 603A Furnish & Install 10" Gate Valve & Box EA 4 603C Replace/Install Valve Box for Service Lines EA 9 604 Furnish & Install Fire Hydrant EA 1 606 Water Service Disconnect/Reconnect EA 9	203E Abandon Pipe in Place – 8" CIP Water Main LF 1245  203F Removal of Fire Hydrant Leg EA 1  211 Furnish & Install Class C Pipe Bedding TON 450  602A Furnish & Install 10" HDPE SDR11 Water Pipe LF 1140  602B Furnish & Install 8" DIP CL52 Water Pipe LF 60  602C Furnish & Install 14" HDPE SDR11 Sleeve LF 20  602D Furnish & Install 16" HDPE SDR11 Sleeve LF 20  602E Furnish & Install 1" Type K Copper Service Line  603A Furnish & Install 10" Gate Valve & Box EA 2  603B Furnish & Install 8" Gate Valve & Box EA 4  603C Replace/Install Valve Box for Service Lines EA 9  604 Furnish & Install Fire Hydrant EA 1  606 Water Service Disconnect/Reconnect EA 9

15 704 Furnish & Install 4" Thick Insulation	BF	800		
	•	Scope	A Total: \$	
		Scope	B Total: \$	
		Scope	C Total: \$	
Gr	and Tot	al All B	id Items: \$	
Name of Bidding Company  Address of Bidding Company  Signature of Company Representative  Printed Name of Company Representative  Phone#/Email		Dat	e	

### 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 documents;
- e. All Addenda, totaling \_;
- f. The drawings which consist of <u>31</u> sheets titled City of Homer Ohlson Lane and W. Bunnell Avenue Roadway and Water Improvements.
- g. The 2011 Homer Standard Construction Specifications, including the general provisions;

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

**CONTRACT AMOUNT** 

III.

The Contractor agrees to complete the Project, in all respects on or before November 1, 2025.

\$	
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, 2025.		
CITY OF HOM	ER	
	Ву:	
	Title:	City Manager
CONTRACTOR	R	
		(Contractor)
		By:
		Title

## PERFORMANCE BOND

KNOW ALL THESE PRESENTS: That we	
	(Name of Contractor)
a	
	(Corporation, Partnership, Individual)
hereinafter called "Principal" and	
	(Surety)
of, S	state of
	ld and firmly bound unto the City of Homer, hereinafter
	I money of the United States, for the payment of which ind ourselves, our heirs, executors, administrators and y by these presents.
	N are such that Whereas, the Principal has or is about to Owner, a copy of which is hereto attached and made a
undertakings, covenants, terms, con original term thereof, and any extension without notice to the Surety, and if it is contract, and shall fully indemnify and which it may suffer by reason of failure.	nall well, truly and faithfully perform its duties, all the ditions, and agreements of said contract during the ons thereof which may be granted by the Owner, with or hall satisfy all claims and demands incurred under such d save harmless the Owner from all costs and damages e to do so, and shall reimburse and repay the Owner all er may incur in making food any default, then this remain in full force and effect.
no change, extension of time, alteration be performed thereunder or the specific obligation on this bond, and it does	ety, for value received hereby stipulates and agrees that on or addition to the terms of the contract or the work to ications accompanying the same shall in any wise affect s hereby waive notice of any such change, extension of his of the contract or to the work or to the specifications.
· · · · · · · · · · · · · · · · · · ·	ettlement between the Owner and the Principal shall reunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument shall be deemed and original, this the	t is executed in three (3) counterparts, each one of which day of, 2025.

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	ı of
	ey of the United States, for the payment of which urselves, our heirs, executors, administrators and nese presents.
	e such that Whereas, the Principal has or is about ier, a copy of which is hereto attached and made a
subcontractors and corporations furnish prosecution of the work provided for in smodification thereof, including all amount machinery, equipment and tools, consume such work, and all insurance premiums on sa	promptly make payment to all persons, firms, ing material for, or performing labor in the such contract, and any authorized extension or ts due for material, lubricants, fuels, repairs on d or used in connection with the construction of aid work, and for all labor performed in such work, a this obligation shall be void: otherwise to remain
no change, extension of time, alteration or a be performed thereunder or the specification it obligation on this bond, and it does here	or value received hereby stipulates and agrees that ddition to the terms of the contract or the work to ns accompanying the same shall in any wise affect by waive notice of any such change, extension of he contract or to the work or to the specifications.
PROVIDED, FURTHER, that no final settlem abridge the right of any beneficiary hereund	nent between the Owner and the Principal shall er, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is exe shall be deemed and original, this the	ecuted in three (3) counterparts, each one of which day of, 2025.

ATTEST:	
(Principal's Corporate Secretary)	(Principal)
Affix CORPORATE SEAL if applicable	(Address-Zip Code)
(Witness as to Principal)	
(Address-Zip Code)	
ATTEST:	(Surety) 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.

## **BID BOND**

KNOW ALL THESE PRESENTS: That we	
(Name of Contractor)	
ahereinaft (Corporation, Partnership, Individual)	er
called "Principal" and of	
, State ofhereinafter called	ៅ the
"Surety" are held and firmly bound unto the City of Homer, hereinafter called "Owner," in the penal sum	ı 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 hits BID for said bid, by reference thereto, b	
hereby made a part hereof.	
NOW, THEREFORE, if the Bid submitted by the Principal is accepted and the Contract awarded to the Principal	ipal,
$and if the \textit{Principal} shall execute the \textit{proposed Contract} \ and \ shall furnish \ such \ \textit{Performance} \ and \ \textit{Payment Ball} \ and \ Payme$	3ond
as required by the Contract Documents within the time fixed by the documents, then this obligation sha	ıll be
void: if the Principal shall fail to execute the proposed Contract and furnish the Bond, the Surety hereby ag	rees
to pay the Owner the penal sum as liquidated damages:	
Signed and sealed this day of 2024	

	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.

## ADDENDA ACKNOWLEDGMENT

Project Name:	-
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.

## **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 pr	rovisions of paragraphs (1) through (7) in every						
subcontract or purchase order unless exempted	d by rules, regulations, or orders of the Secretary of						
Labor issued pursuant to section 204 of Executi	ive Order 11246 of September 24, 1965 so that such						
provisions will be binding upon each subcontra	ctor 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 in	volved in, or is threatened win litigation with a						
subcontractor or vendor as a result of such direction	ction by the contracting agency, the contractor may						
request  the  United  States  to  enter into  such  liti	gation to protect the interest of the United States.						
(Signature)	(Title)						
(Signature)	(Title)						
(Date)							
(Date)							

Joint Reporting Committee

## EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100 REV. 01/2005

O.M.B. No. 3045-0007 EXPIRES 01/2009 100-214

Equal Employment
Opportunity Commission

 Office of Federal Contract Compilance Programs (Labor)

Refer to	Section A—TYPE instructions for number a		o be file	d.				
Indicate by marking in the appropriate box the ONE BOX).	type of reporting unit for	which this copy of t	he form	is su	bmitted	(MA	RK O	NLY
(1) Single-establishment Employer F	Report	Multi-establishment (2)	ed Reported Unit I stablish and with the stablish and the stablis	t (Re: Repor ment	t (Requ Report	(subn		a for each
2. Total number of reports being filed by this Co	mpany (Answer on Cons	olidated Report only	)					
Section B—COMPANY  1. Parent Company	IDENTIFICATION (To be	answered by all en	plo <b>yers</b>	)				OFFICE USE ONLY
a. Name of parent company (owns or co	ntrols establishment in ite	m 2) omit if same a	s label					a.
Address (Number and street)								ь.
City or town	State			Z	IP code	)		c.
2. Establishment for which this report is filed. (O	mit if same as label)				,^.		<del></del>	
a. Name of establishment								d.
Address (Number and street)	City or Town	County	State		ZIP	ode		е.
b. Employer identification No. (IRS 9-DIC	SIT TAX NUMBER)							f.
c. Was an EEO-1 report filed for this est	ablishment last year?	Yes No						
Section C-EMPLOYE	RS WHO ARE REQUIRE	D TO FILE (To be a	answere	d by	all emp	loyen	s)	
☐ Yes ☐ No 1. Does the entire compar	y have at least 100 empl	oyees in the payroll	period f	or wh	ich you	are i	repor	ting?
☐ Yes ☐ No 2. Is your company affiliate in an enterprise with a to	ed through common owner otal employment of 100 o		ized ma	nage	ment w	ith ot	her e	ntities
and has a contract, sub depository of Governme agent for U.S. Savings I	ny of its establishments (a 60–1.5, <u>AND</u> either (1) is contract, or purchase ordent funds in any amount of Bonds and Savings Notesion C–3 is yes, please en	a prime governmenter amounting to \$50 or is a financial institute?	t contra ,000 or ution wh	ctor o more ich is	r first-ti , or (2) an issi	ier su serve uing s	bconi es as and pa	tactor, a aying

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

Section D-EMPLOYMENT DATA

	Number of Employees (Report employees in only one category)														
Job							Ra	ce/Ethr	nicity		*****				
Categories	Hisp	anic or					Not-l	lispani	spanic or Latino				Total		
	La	Latino		Male							Ferna	ile			Cel A - N
	Male	Femule	White	Black or African American	Native Hawalian or Other Pacific Islander	Asian	Asmerican Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian oc Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	A-0
	A	В	С	D	E	F	G	н	ı	J	К	L	М	N	0
Executive/Senior Level Officials and Managers 1.1															
First/Mid-Level Officials and Managers 1.2															
Professionals 2															
Technicians 3											<u> </u>				
Sales Workers 4					<u> </u>				ļ		<b> </b>	<u> </u>			
Administrative Support Workers 5					<u> </u>				ļ		ļ				
Craft Workers 6	<u> </u>													ļ	
Operatives 7	<u> </u>								-					<del> </del>	
Laborers and Helpers 8									ļ		<b>.</b>			<del> </del>	
Service Workers 9	<u> </u>								<u> </u>					ļ	
TOTAL 10					<b></b>	ļ			<b></b>	<b> </b> -					
PREVIOUS YEAR TOTAL 11		<u> </u>			<u></u>	<u> </u>			<u></u>	<u> </u>	ļ	ļ		<u> </u>	
Date(s) of payroll period used:	Se	ction E -	ESTABI	ISHMEN			nsolidated I N (Omit or			d Report.)	·	· · · · · · · · · · · · · · · · · · ·			
What is the major activity of this     Include the specific type of prod	establish	ment? (Be	specific	, i.e., manu	facturing s	teel cas	tings, retail	grocer,	, wholesale	plumbing	g supplies,	title ins	ırance, et	-	
					Section F				<u>-</u> -						
Use this item to give any identification de pertinent information.	ata appear	ing on the	last EE(	_				above,	explain m	ajor chang	es in com	position	of reporti	ng units	and other
							ICATION								
Check 1							Check on C	Consolic	dated Repo	ort only.)					
Name of Certifying Official			Title						Signature				Date	:	
Name of person to contact regarding this	report		Title					,	Address (N	lumber an	d Street)				•
City and State			Zip Co	de	Telephon Extension		ncluding A	rea Cod	le and			Em	ail Addres	s	- · ·
· · · · · · · · · · · · · · · · · · ·															

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



EPA Project Control Nu	ımber

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 in eligible, 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 go vernment 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.

Type d N	a me & Title of Authorized Representative	
Signature	e of Authorized Representative Date	-
	I am unable to certify to the above statements. My explanation is attached.	

EPA Form 5700-49 (11-88)

## 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 Proram with any questions related to applying (DB) to State Revolving Fund (SRF) projects at <a href="mailto:srf.eng@alaska.gov">srf.eng@alaska.gov</a> 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 <a href="https://ibeta.SAM.gov">https://ibeta.SAM.gov</a> 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 <a href="http://www.dol.gov/whd/forms/wh347instr.htm">http://www.dol.gov/whd/forms/wh347instr.htm</a> 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 CRF 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;
  - 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 by 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 hat 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 (<a href="http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund">http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund</a>) 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 <a href="https://www.dol.gov/agencies/whd/contact/local-offices">https://www.dol.gov/agencies/whd/contact/local-offices</a>.



**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."



**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 C	Clean/Drinking Water State	Revolving Fund, to fund the Project	
named	med, and identified as Project #		
hereby submit to	the MGL Program, certific	cation from each contractor working	
on the Project that the use of A	merican Iron and Steel in t	he 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



**USE OF AMERICAN IRON AND STEEL** 

## CERTIFICATION BY BIDDER OF COMPLIANCE WITH THE USE OF AMERICAN IRON AND STEEL LAW

enacted on 1/17/2014

We, the bidding prime contractor and	d subcontractors, as named below	v, hereby certify that all the
American iron and steel used in the l	Project named	
, als	o identified as Project Loan No	will
comply with the Use of American Ire	on and Steel Law, or obtain the r	necessary waiver(s) from
the U.S. Environmental Protection A	agency.	
Prime Contractor Name:		
Signature of Official	Printed name	Date
Subcontractor Name	Signature of Official	<u>Date</u>



**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:				
	Steel Step Manufacturer Certific			
(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 foll	lowing location:	(address)		
If any of the above compliance sta	atements change while providing	material to this project we		
will immediately notify the prime	contractor and the engineer.			
Company representative	Signature	Date		

## 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.

В.

•	Have you ever failed to complete a contract on account of insufficient resources?
•	Have you made sufficient arrangements to finance the work?
	If so, with whom and for what amount?
	If so, with what company?
QUI	PMENT
L.	Set forth below the equipment which you have available for the work, which you propose do. This equipment should be listed in detail (General statements will not be accepted).
10.	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.
<b>.</b>	Do you propose to rent any equipment for this work?
5.	Have you made contracts or received firm offers for all necessary materials with the price 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. EX	PERIENCE			
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)			
4.	List projects which you currently have under contract or expect to have under contract durin the life of this contract:			
	a) b) c)			
Use addit	onal 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·			



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## Department of Labor and Workforce Development

Office of the Commissioner

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

September 1, 2024

## 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 wages.

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 September 1, 2024.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2024, 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 <u>latest</u> 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: <a href="http://labor.state.ak.us/lss/pamp600.htm">http://labor.state.ak.us/lss/pamp600.htm</a>

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,

Catherine Muñoz Commissioner

To the wine Muinz

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

#### EXCERPTS FROM ALASKA LAW

## Sec. 36.05.005. Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Sec. 36.05.900. Definition.

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

## EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

<u>8 AAC 30.051. Purpose.</u> 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.

<u>8 AAC 30.056. Alternative arrangement.</u> 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**

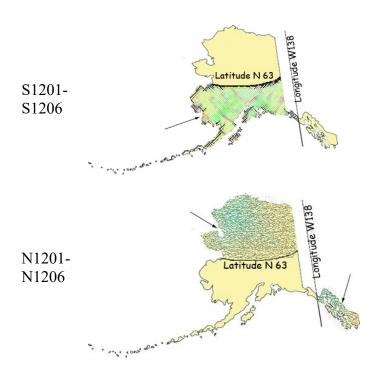
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC 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, 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 <u>8 AAC 30.050(a)</u> of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner <u>at least 30 days before the award of the contract</u>. 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
P.O. Box 111149
Juneau, AK 99811-1149

Email: statewide.wagehour@alaska.gov

# **EMPLOYMENT PREFERENCE INFORMATION**

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

http://law.alaska.gov/pdf/opinions/opinions 2019/19-005 AK-hire.pdf

### Alaska Department of Labor and Workforce Development Labor Standards and Safety Division Wage and Hour

Web site: <a href="http://labor.state.ak.us/lss/pamp600.htm">http://labor.state.ak.us/lss/pamp600.htm</a>

Anchorage	Juneau	Fairbanks
1251 Muldoon Road, Suite 113	PO Box 111149	Regional State Office Building
Anchorage, Alaska 99504-2098	Juneau, Alaska 99811	675 7 <sup>th</sup> Ave., Station J-1
Phone: (907) 269-4900	Phone: (907) 465-4842	Fairbanks, Alaska 99701-4593
		Phone: (907) 451-2886
Email:	Email:	Email:
statewide.wagehour@alaska.gov	statewide.wagehour@alaska.gov	statewide.wagehour@alaska.gov

### LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <a href="https://public.govdelivery.com/accounts/AKDOL/subscriber/new">https://public.govdelivery.com/accounts/AKDOL/subscriber/new</a> 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

<u>AS 36.05.090(b)</u> 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.

<u>Company Name</u> <u>Debarment Expires</u>

No companies are currently debarred.

# Laborers' & Mechanics' Minimum Rates of Pay

Class Code Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other 1	Benefits	THR
Boilermakers							
*See per diem note on last page							
A0101 Boilermaker (journeyman)	51.08	8.57	18.72	2.50	VAC 4.25	<b>SAF</b> 0.34	85.46
Bricklayers & Blocklayers							
*See per diem note on last page							
A0201 Blocklayer	52.77		8.71	0.65	<b>L&amp;M</b> 0.20		64.78
Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter							
A0202 Tuck Pointer Caulker	52.77		8.71	0.65	L&M 0.20	<b>ANU</b> 2.45	64.78
Cleaner (PCC)							
A0203 Marble & Tile Finisher	40.91		8.83	0.53	L&M 0.20		52.92
Terrazzo Finisher							
A0204 Torginal Applicator	40.91		8.83	0.53	L&M 0.20	ANU 2.45	52.92
Carpenters, Region I (North of 63 latitude)							
*See per diem note on last page							
N0301 Carpenter (journeyman)	48.54	8.75	15.82	1.75	<b>L&amp;M</b> 0.10	SAF	74.96
Lather/Drywall/Acoustical							
Carpenters, Region II (South of N63 latitude)  *See per diem note on last page							
S0301 Carpenter (journeyman)	48.54	8.75	16.36	1.75	<b>L&amp;M</b> 0.10	SAF	75.50
Lather/Drywall/Acoustical							
Cement Masons							
*See per diem note on last page							

Class Code	Classification of Laborers & Mechanics	BHR I	H&W	PEN	TRN	Other Bene	efits THR
<mark>Ceme</mark> ı	nt Masons						
;	See per diem note on last page						
						L&M	
A0401	Group I, including:	46.93	8.80	11.80	1.53	0.10	69.16
	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					T 0 N F	
A0402	Group II, including:	46.93	8 80	11.80	1 53	L&M 0.10	69.16
AU4U2	Group II, including.	40.73	8.80	11.60	1.33	0.10	09.10
	Form Setter						
		4 6 0 0				L&M	
A0403	Group III, including:	46.93	8.80	11.80	1.53	0.10	69.16
	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)						
10404	C W '- 1-1'	46.00	0.00	11.00	1.50	L&M	CO 11
AU4U4	Group IV, including:	46.93	8.80	11.80	1.53	0.10	69.16

Application of All Composition Mastic

Application of All Epoxy Material

Application of All Plastic Material

Finish Colored Concrete

Gunite Nozzleman

Hand Powered Grinder

Class Code	Classification of Laborers & Mechanics	BHR 1	H&W	PEN	TRN	Other Benefits	THR
<b>Cement</b>	Masons						
*S	ee per diem note on last page						
A0404 (	Group IV, including:	46.93	8.80	11.80	1.53	<b>L&amp;M</b> 0.10	69.16
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile						
,	Tunnel Worker						
						L&M	
A0405 (	Group V, including:	46.93	8.80	11.80	1.53	0.10	69.16

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

Support and control of all concrete 3D printing operations

Use of 3D structural and architectural printing and finishes

Use of sustainable materials and equipment practices

Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")

Venetian plaster and color-integrated Italian/Middle-Eastern line plaster

		LEG	
A0501 Baker/Cook	29.95 7.53 8.83	LLG	46.31
A0503 General Helper	25.92 7.53 8.83	LEG	42.28
Housekeeper			
Janitor			
Kitchen Helper			
A0504 Head Cook	29.95 7.53 8.83	LEG	46.31
		LEG	
A0505 Head Housekeeper	26.20 7.53 8.83		42.56
Head Kitchen Help			

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other	Benefits	THR
<mark>Dredg</mark>							
,	*See per diem note on last page						
A0601	Assistant Engineer	49.52 11.75	15.50	1.05	<b>L&amp;M</b> 0.10		77.92
	Craneman Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder						
<u>A0602</u>	Assistant Mate (deckhand)	48.20 11.75	15.50	1.05	<b>L&amp;M</b> 0.10		76.60
A0603	Fireman	48.70 11.75	15.50	1.05	L&M 0.10		77.10
<u>A0605</u>	Leverman Clamshell	52.39 11.75	15.50	1.05	L&M 0.10		80.79
A0606	Leverman Hydraulic	50.39 11.75	15.50	1.05	L&M 0.10		78.79
A0607	Mate & Boatman	49.52 11.75	15.50	1.05	<b>L&amp;M</b> 0.10		77.92
A0608	Oiler (dredge)	48.70 11.75	15.50	1.05	L&M 0.10		77.10
Electr	icians *See per diem note on last page						
A0701	Inside Cable Splicer	50.94 14.40	14.42	0.95	L&M 0.25	<b>LEG</b> 0.15	81.11
<u>A0702</u>	Inside Journeyman Wireman, including:	50.94 14.40	14.42	0.95	L&M 0.25	<b>LEG</b> 0.15	81.11
	Technicians (including use of drones in electrical construction)						
<u>A0703</u>	Power Cable Splicer	70.34 14.40	19.30	0.95	L&M 0.25		105.39
<u>A0704</u>	Tele Com Cable Splicer	54.03 14.40	18.02	0.95	L&M 0.25	<b>LEG</b> 0.15	87.80
<u>A0705</u>	Power Journeyman Lineman, including:	68.59 14.40	19.25	0.95	L&M 0.25		103.59
	Power Equipment Operator Technician (including use of drones in electrical construction)				L&M	LEG	
A0706	Tele Com Journeyman Lineman, including:	52.28 14.40	17.97	0.95	0.25	0.15	86.00
	Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator						

Class Code Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits THR
Electricians				
*See per diem note on last page				
A0707 Straight Line Installer - Repairman	52.28 14.40 17.97	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 86.00
A0708 Powderman	66.59 14.40 19.19	0.95	<b>L&amp;M</b> 0.25	<b>LEG</b> 0.15 101.53
A0710 Material Handler	28.82 14.52 5.86	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15 49.65
A0712 Tree Trimmer Groundman	32.26 14.40 14.52	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15 61.63
A0713 Journeyman Tree Trimmer	41.32 14.40 14.79	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15 70.96
A0714 Vegetation Control Sprayer	44.92 14.40 14.90	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15 74.67
A0715 Inside Journeyman Communications CO/PBX	50.94 14.40 14.42	0.95	L&M 0.25	<b>LEG</b> 0.15 81.11
*See per diem note on last page				
A0802 Elevator Constructor	48.00 16.17 20.96	0.75	<b>L&amp;M</b> 1.30	VAC 5.33 92.51
A0803 Elevator Constructor Mechanic	68.57 16.17 20.96	0.75	L&M 1.30	VAC 7.61 115.36
Heat & Frost Insulators/Asbestos Workers (North of 63rd Parallel)  *See per diem note on last page				
N0902 Asbestos Abatement-Mechanical Systems	43.85 9.24 11.12	1.50	IAF 0.14	LML 0.05 65.90
N0903 Asbestos Abatement/General Demolition All Systems	43.85 9.24 11.12	1.50	<b>IAF</b> 0.14	LML 0.05 65.90
N0904 Insulator, Group II	43.85 9.24 11.12	1.50	<b>IAF</b> 0.14	LML 0.05 65.90
N0905 Fire Stop	43.85 9.24 11.12	1.50	IAF 0.14	LML 0.05 65.90
Heat & Frost Insulators/Asbestos Workers (South of 63rd Parallel) *See per diem note on last page				
S0902 Asbestos Abatement-Mechanical Systems	43.35 9.24 11.12	1.50	<b>IAF</b> 0.14	LML 0.05 65.40

Class						
Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other 1	Benefits	THR
	<b>Frost Insulators/Asbestos Workers (South of 63rd Parallel)</b>					
*	See per diem note on last page					
				IAF	LML	
S0903	Asbestos Abatement/General Demolition All Systems	43.35 9.24 11.12	1.50	0.14	0.05	65.40
				IAF	LML	
S0904	Insulator, Group II	43.35 9.24 11.12	1.50	0.14	0.05	65.40
	, ,					
50005	Fire Stop	43.35 9.24 11.12	1.50	IAF 0.14	LML 0.05	65.40
30903	rne stop	43.33 9.24 11.12	1.30	0.14	0.03	03.40
<b>IronW</b>	orkers					
	See per diem note on last page					
	1 0			1.035	TAE	
A 1 1 0 1	Ironworkers, including:	46.49 10.16 26.45	0.87	L&M 0.20	IAF 0.24	84.41
ATTUT	nonworkers, including.	40.49 10.10 20.43	0.67	0.20	0.24	04.41
	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					
A 1102	Haliconton	47.40 10.16 26.45	0.97	L&M 0.20	IAF 0.24	05 /1
A1102	Helicopter	47.49 10.16 26.45	0.87	0.20	0.24	85.41
	Helicopter (used for rigging and setting)					
	Tower (energy producing windmill type towers to include nacelle and					
	blades)					
11100	F /D ' L 4 !!	42.00 10.16.26.45	0.07	L&M	IAF	00.01
A1103	Fence/Barrier Installer	42.99 10.16 26.45	0.87	0.20	0.24	80.91
				L&M	IAF	
<u>A1104</u>	Guard Rail Layout Man	43.73 10.16 26.45	0.87	0.20	0.24	81.65
				L&M	IAF	
A1105	Guard Rail Installer	43.99 10.16 26.45	0.87	0.20	0.24	81.91

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

\*See per diem note on last page

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

N1201 Group I, including:

38.25 9.95 21.51 1.65 0.30 0.20 71.86

Asphalt Worker (shovelman, plant crew)

**Brush Cutter** 

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

Concrete Labor (curb & gutter, chute handler, curing, grouting,

screeding)

Crusher Plant Laborer

**Demolition Laborer** 

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Watchman (construction projects)

Window Cleaner

L&M LEG

39.25 9.95 21.51 1.65 0.30 0.20 72.8

N1202 Group II, including:

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

N1202 Group II, including:

39.25 9.95 21.51 1.65 0.30 0.20 72.86

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

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

**N1203** Group III, including: 40.15 9.95 21.51 1.65 0.30 0.20 73.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

**N1203** Group III, including: 40.15 9.95 21.51 1.65 0.30 0.20 73.76

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

0.20

77.89

**N1204** Group IIIA 44.28 9.95 21.51 1.65 0.30

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

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

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayers

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

L&M LEG

**N1205** Group IV 27.82 9.95 21.51 1.65 0.30 0.20 61.43

Final Building Cleanup

Permanent Yard Worker

L&M LEG

**N1206** Group IIIB 50.11 5.90 21.51 1.65 0.30 0.20 79.67

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

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

\*See per diem note on last page

L&M LEG

**S1201** Group I, including: 38.25 9.95 21.51 1.65 0.30 0.20

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)

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

71.86

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

S1201 Group I, including:

38.25 9.95 21.51 1.65 0.30 0.20 71.86

Crusher Plant Laborer

**Demolition Laborer** 

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

Form Stripper

General Laborer

Guardrail Laborer, Bridge Rail Installer

Hydro Seeder Nozzleman

Laborer, Building

Landscaper or Planter

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block 4 feet or less - highway or landscape work)

Material Handler

Pneumatic or Power Tools

Portable or Chemical Toilet Serviceman

Pump Man or Mixer Man

Railroad Track Laborer

Sandblast, Pot Tender

Saw Tender

Slurry Work

Steam Cleaner Operator

Steam Point or Water Jet Operator

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Tank Cleaning

Utiliwalk & Utilidor Laborer

Watchman (construction projects)

Window Cleaner

**S1202** Group II, including:

L&M LEG

0.20

0.30

72.86

39.25 9.95 21.51 1.65

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)

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

S1202 Group II, including:

39.25 9.95 21.51 1.65 0.30 0.20 72.86

Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

S1203 Group III, including:

40.15 9.95 21.51 1.65 0.30 0.20 73.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

**S1204** Group IIIA 44.28 9.95 21.51 1.65 0.30 0.20 77.89

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
	ers (The area that is south of N63 latitude and west of W138 long	<mark>itude)</mark>						
	See per diem note on last page							
<u>S1204</u>	Group IIIA	44.28	9.95	21.51	1.65	L&M 0.30	<b>LEG</b> 0.20	77.89
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified					T 0 M	LEC	
S1205	Group IV	27.82	9.95	21.51	1.65	L&M 0.30	<b>LEG</b> 0.20	61.43
	Final Building Cleanup							
	Permanent Yard Worker							
						L&M	LEG	
S1206	Group IIIB	50.11	5.90	21.51	1.65	0.30	0.20	79.67
	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							
Millw	rights							
*	See per diem note on last page							
						L&M		
A1251	Millwright (journeyman)	55.42	8.75	15.00	1.11	0.20		80.73
						L&M		
<u>A1</u> 252	Millwright Welder	56.42	8.75	15.00	1.11	0.20		81.73

# Painters, Region I (North of N63 latitude)

\*See per diem note on last page

**L&M N1301** Group I, including:

40.33 9.97 15.10 1.10 0.10 66.60

Brush

General Painter

Hand Taping

Hazardous Material Handler

Lead-Based Paint Abatement

Class Code	Classification of Laborers & Mechanics	BHR H&W PE	N TRI	N Other Benefits	THR
<b>Painte</b>	ers, Region I (North of N63 latitude)				
:	*See per diem note on last page				
N1301	Group I, including:	40.33 9.97 15.	10 1.10	<b>L&amp;M</b> 0.10	66.60
	Roll				
				L&M	
N1302	Group II, including:	40.85 9.97 15.	10 1.10	0.10	67.12
	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				
	wanpaper vinyi Hanger				
N1304	Group IV, including:	44.54 9.97 18.	61 1.10	0.10	74.32
	Glazier				
	Storefront/Automatic Door Mechanic				
N1305	Group V, including:	39.66 9.97 5.0	00 1.10	0.10	55.83
	Carpet Installer				
	Floor Coverer				
	Heat Weld/Cove Base				
	Linoleum/Soft Tile Installer				
N1306	Group VI, including:	69.78 11.01 7.8	30 1.10	0.10	89.79
	Traffic Control Striper				
<b>Painte</b>	ers, Region II (South of N63 latitude)				
	*See per diem note on last page				
	zee per diem nete en mee page			_	
61201		25.05.0.05.15	45 1 1 (	L&M	64.50
<u>S1301</u>	Group I, including:	35.97 9.97 17.	45 1.10	0.10	64.59
	Brush				
	General Painter				
	Hand Taping				
	Hazardous Material Handler				
	Lead-Based Paint Abatement				
	Roll				
Wage be	enefits kev: ANU=Annuity. BHR=basic hourly rate: H&W=health and welfare	a: IAE—industry advancement fund: IEC	=lagal fu	nd: I frM-lahar/mana	aamant

Clare					
Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THR
<b>Painte</b>	rs, Region II (South of N63 latitude)				
;	See per diem note on last page				
				L&M	
S1301	Group I, including:	35.97 9.97 17.45	1.10	0.10	64.59
	Spray				
S1302	Group II, including:	37.22 9.97 17.45	1.10	<b>L&amp;M</b> 0.10	65.84
	General Drywall Finisher				
	Hand/Spray Texturing				
	Machine/Automatic Taping				
	Wallpaper/Vinyl Hanger				
				L&M	
S1303	Group III, including:	37.32 9.97 17.45	1.10	0.10	65.94
	Bridge Painter				
	Epoxy Applicator				
	Industrial Coatings Specialist				
	Pot Tender				
	Sandblasting				
	Specialty Painter				
	Structural Steel Painter				
				L&M	
S1304	Group IV, including:	45.20 9.97 17.25	1.10	0.10	73.62
	Glazier				
	Storefront/Automatic Door Mechanic				
	Storemont/Automatic Bool Weename			L&M	
S1305	Group V, including:	39.66 9.97 5.00	1.10	0.10	55.83
	C 41 4 11				
	Carpet Installer Floor Coverer				
	Heat Weld/Cove Base				
	Linoleum/Soft Tile Installer				
	Emoleum/Soft The histance				
S1306	Group VI, including:	69.78 11.01 7.80	1.10	0.10	89.79
	Traffic Control Striper				
<b>Piledr</b>	ivers				
	See per diem note on last page				
				L&M IAF	
<u>A1401</u>	Piledriver	48.54 8.75 15.82	1.75	0.10	74.96
	Assistant Dive Tender				
	Carpenter/Piledriver				
	Rigger				

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

Sheet Stabber

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
<b>Piledr</b>						
,	*See per diem note on last page					
<u>A1401</u>	Piledriver	48.54 8.75 15.82	1.75	<b>L&amp;M</b> 0.10	IAF	74.96
	Skiff Operator					
A1402	Piledriver-Welder/Toxic Worker	49.54 8.75 15.82	1.75	<b>L&amp;M</b> 0.10	IAF	75.96
A1403	Remotely Operated Vehicle Pilot/Technician	52.85 8.75 15.82	1.75	<b>L&amp;M</b> 0.10	IAF	79.27
	Single Atmosphere Suit, Bell or Submersible Pilot					
<u>A1404</u>	Diver (working) **See note on last page	92.65 8.75 15.82	1.75	<b>L&amp;M</b> 0.10	IAF	119.07
A1405	Diver (standby) **See note on last page	52.85 8.75 15.82	1.75	<b>L&amp;M</b> 0.10	IAF	79.27
	Dive Tender **See note on last page	51.85 8.75 15.82	1.75	L&M 0.10	IAF	78.27
	Welder (American Welding Society, Certified Welding Inspector)	54.10 8.75 15.82		<b>L&amp;M</b> 0.10	IAF	80.52
	pers, Region I (North of N63 latitude)  *See per diem note on last page					
	Journeyman Pipefitter	51.66 12.45 18.70	1.75	L&M 1.20	S&L	85.76
	Plumber Welder					
	pers, Region II (South of N63 latitude) *See per diem note on last page					
S1501	Journeyman Pipefitter	44.50 13.88 16.02	2.30	<b>L&amp;M</b> 0.20		76.90
	Plumber Welder					
	bers, Region IIA (1st Judicial District)  *See per diem note on last page					
X1501	Journeyman Pipefitter	48.00 15.17 12.25	2.95	<b>L&amp;M</b> 0.24		78.61
	Dlumber					

Plumber Welder

#### Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

\*See per diem note on last page

L&M

78.79

**A1601** Group I, including: 50.39 11.75 15.50 1.05 0.10

Asphalt Roller: Breakdown, Intermediate, and Finish

Back Filler

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine

**Boat Coxswain** 

Bulldozer

Cableways, Highlines & Cablecars

Cleaning Machine

Coating Machine

Concrete Hydro Blaster

Cranes (45 tons & under or 150 feet of boom & under (including jib &

attachments))

- (a) Hydralifts or Transporters, (all track or truck type)
- (b) Derricks
- (c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

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

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

\*See per diem note on last page

L&M

A1601 Group I, including:

50.39 11.75 15.50 1.05 0.10

Off-Road Hauler (including Articulating and Haul Trucks)

Operator on Dredges

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

Plant Operator (Asphalt & Concrete)

Power Plant, Turbine Operator 200 k.w & over (power plants or

combination of power units over 300 k.w.)

Remote Controlled Equipment

Scraper (through 40 yards)

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** 0.10

A1602 Group IA, including:

52.39 11.75 15.50 1.05

80.79

78.79

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** 0.10

**A1603** Group II, including:

49.52 11.75 15.50 1.05

77.92

Boiler - Fireman

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

\*See per diem note on last page

L&M

A1603 Group II, including:

49.52 11.75 15.50 1.05 0.10

77.92

Cement Hogs & Concrete Pump Operator

Conveyors (except those listed in Group I)

Hoists on Steel Erection, Towermobiles & Air Tuggers

Horizontal/Directional Drill Locator

Locomotives, Rod & Geared Engines

Mixers

Screening, Washing Plant

Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

L&M

A1604 Group III, including:

48.70 11.75 15.50 1.05 0.10 77.10

"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

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THR
Power	<b>Equipment Operators</b>				
*	See per diem note on last page				
				L&M	
A1604	Group III, including:	48.70 11.75 15.50	1.05	0.10	77.10
	Straightening Machine				
	Tow Tractor				
				L&M	
<u>A1605</u>	Group IV, including:	41.66 11.75 15.50	1.05	0.10	70.06
	Crane Assistant Engineer/Rig Oiler				
	Drill Helper				
	Parts & Equipment Coordinator				
	Spotter				
	Steam Cleaner				
	Swamper (on trenching machines or shovel type equipment)				
Roofer	rs -				
*	See per diem note on last page				
				L&M	
A1701	Roofer & Waterproofer	49.62 13.75 3.91	0.81	0.10 0.06	68.25
				L&M	
A1702	Roofer Material Handler	36.23 13.75 3.91	0.81	0.10 0.06	54.86

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ΨC 1. 1 . 1	
*See per diem note on last page	

L&M N1801 Sheet Metal Journeyman 54.00 12.80 15.94 1.80 0.12 84.66

Air Balancing and duct cleaning of HVAC systems

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

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

HVAC-R Service Mechanic, servicing and maintaining HVAC-R

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

Class
Code

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M

N1801 Sheet Metal Journeyman

54.00 12.80 15.94 1.80 0.12

84.66

Sheet Metal shelving, lockers

Sheet Metal venting, chimneys and breaching

Skylight installation

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

\*See per diem note on last page

**L&M** 0.43

S1801 Sheet Metal Journeyman

48.75 12.80 15.30 2.06

79.34

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

HVAC-R Service Mechanic, servicing and maintaining HVAC-R

Systems

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, lockers

Sheet Metal venting, chimneys and breaching

Skylight installation

### Sprinkler Fitters

\*See per diem note on last page

L&M

A1901 Sprinkler Fitter

56.61 11.91 18.35 0.54 0.25

87.66

Surveyors

\*See per diem note on last page

L&M

**A2001** Chief of Parties

57.54 12.98 14.14 1.25 0.10

86.01

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THR
<mark>Surve</mark> y	yors				
*	See per diem note on last page				
A2002	Party Chief	53.55 12.98 14.14	1.25	<b>L&amp;M</b> 0.10	82.02
A2003	Line & Grade Technician/Office Technician/GPS, Drones	50.65 12.98 14.14	1.25	<b>L&amp;M</b> 0.10	79.12
A2004	Associate Party Chief (including Instrument Person & Head Chain	48.29 12.98 14.14	1.25	<b>L&amp;M</b> 0.10	76.76
A 2006	Person)/Stake Hop/Grademan  Chain Person (for grove with more than 2 goods)	42 46 12 09 14 14	1 25	<b>L&amp;M</b> 0.10	71.02
A2000	Chain Person (for crews with more than 2 people)	43.46 12.98 14.14	1.23	0.10	71.93
	Drivers  See per diem note on last page				
A2101	Group I, including:	49.51 12.98 14.14	1.25	<b>L&amp;M</b> 0.10	77.98
	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 articulating end dumps, rockbuggy, side dumps)				

Dump Trucks (including articulating end dumps, rockbuggy, side dump,

belly dump, & trucks with pups) over 40 yards up to & including 60 yards

Fueler

Helicopter Transporter

Liquid Vac Truck/Super Vac Truck

Material Coordinator or Purchasing Agent

Oil Distributor Truck

Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to

be negotiated)

Semi with Double Box Mixer

Tireman, Medium Duty (Truck Tires up to 1200-24")

Water Wagon (250 Bbls and above)

 L&M

 A2102 Group 1A including:
 50.92 12.98 14.14 1.25 0.10 79.39

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)

Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

\*See per diem note on last page

L&M

A2103 Group II, including:

48.10 12.98 14.14 1.25 0.10

76.57

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 articulating end dump, 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

Partsman

Ready-mix (up to & including 12 yards)

Stringing Truck

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

L&M

A2104 Group III, including:

47.19 12.98 14.14 1.25 0.10 75.66

Boom Truck/Knuckle Truck (up to & including 5 tons)

Dump Trucks (including articulating end dump, 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)

L&M

A2105 Group IV, including:

46.55 12.98 14.14 1.25 0.10

75.02

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

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

\*See per diem note on last page

L&M

**A2105** Group IV, including: 46.55 12.98 14.14 1.25 0.10 75.02

Dumpster

Expeditor (general)

Fire Truck/Ambulance Driver

Flat Beds, Dual Rear Axle

Foam Distributor Truck Dual Axle

Front End Loader with Fork

Grease Truck

Hydro Seeder, Dual Axle

Hyster Operators (handling bulk aggregate)

Loadmaster (air & water operations)

Lumber Carrier

Ready-mix, (up to & including 7 yards)

Rigger (air/water/oilfield)

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

**A2106** Group V, including: 45.70 12.98 14.14 1.25 0.10 74.17

**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 Seeder, Single Axle

Pickups (pilot cars & all light-duty vehicles)

Rigger

Swamper

Tack Truck (welders/gear)

Team Drivers (horses, mules, & similar equipment)

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

\*See per diem note on last page

L&M LEG

**N2201** Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

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** 0.30 0.20 76.79

**N2202** Group II, including: 43.18 9.95 21.51 1.65 0.30 0.20

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

L&M LEG

L&M

L&M

**LEG** 

**LEG** 

**N2203** Group III, including: 44.17 9.95 21.51 1.65 0.30 0.20 77.78

Miner

Retimberman

**N2204** Group IIIA, including: 48.71 9.95 21.51 1.65 0.30 0.20 82.32

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

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

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

**N2206** Group IIIB, including: 55.12 5.90 21.51 1.65 0.30 0.20 84.68

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

VAC=vacation

**Classification of Laborers & Mechanics** 

BHR H&W PEN TRN Other Benefits THR

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

**N2206** Group IIIB, including: 55.12 5.90 21.51 1.65 0.30 0.20 84.68

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

**S2201** Group I, including: 42.08 9.95 21.51 1.65 0.30 0.20 75.69

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

**S2202** Group II, including: 43.18 9.95 21.51 1.65 0.30 0.20 76.79

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

**L&M LEG S2203** Group III, including: 44.17 9.95 21.51 1.65 0.30 0.20 77.78

Miner

Retimberman

**L&M LEG S2204** Group IIIA, including: 48.71 9.95 21.51 1.65 0.30 0.20 82.32

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

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

S2206 Group IIIB, including:

55.12 5.90 21.51 1.65 0.30 0.20 84.68

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

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

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

GPS, drones)

Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)

Stake Hopper

# Tunnel Workers, Power Equipment Operators

\*See per diem note on last page

1 1 8	
	L&M
A2207 Group I	55.43 11.75 15.50 1.05 0.10 83.83
	L&M
A2208 Group IA	57.63 11.75 15.50 1.05 0.10 86.03
	L&M
A2209 Group II	54.47 11.75 15.50 1.05 0.10 82.87
	L&M
A2210 Group III	53.57 11.75 15.50 1.05 0.10 81.97
	L&M
A2211 Group IV	45.83 11.75 15.50 1.05 0.10 74.23

<sup>\*</sup> 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.

<sup>\*\*</sup> 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.

"General Decision Number: AK20240001 06/14/2024

Superseded General Decision Number: AK20230001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered | Executive Order 14026 | into on or after January 30, | generally applies to the | 2022, or the contract is | contract. |renewed or extended (e.g., an |. The contractor must pay |

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option is exercised) on or | all covered workers at |
|after January 30, 2022: | least $17.20 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 2024.
| If the contract was awarded on |. Executive Order 13658
or between January 1, 2015 and generally applies to the
|January 29, 2022, and the | contract.
|contract is not renewed or |. The contractor must pay all|
extended on or after January | covered workers at least |
                   | $12.90 per hour (or the |
30, 2022:
              | applicable wage rate listed|
              on this wage determination,
              | if it is higher) for all |
              | hours spent performing on |
              that contract in 2024.
```

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

### Modification Number Publication Date

- 0 01/05/2024
- 1 02/23/2024
- 2 06/14/2024

ASBE0007-006 02/27/2023

Rates Fringes

they contain asbestos or not,				
from mechanical systems)\$ 37.38 19.55				
BOIL0502-002 01/01/2021				
Rates Fringes				
BOILERMAKER\$ 47.03	30.59			
* BRAK0001-002 07/01/2022				
Rates Fringes				
Bricklayer, Blocklayer,				
Stonemason, Marble Mason,				
Tile Setter, Terrazzo Worker\$ 42.01	19.20			
Tile & Terrazzo Finisher\$ 35.84	19.20			
* CARP1281-001 09/01/2023				
Rates Fringes				
CARPENTER				
Including Lather and				
Drywall Hanging\$ 44.39 2	8.46			

<sup>\*</sup> CARP1281-002 09/01/2023

### Rates Fringes

MILLWRIGHT.....\$ 53.56 24.28

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CARP2520-003 09/01/2022

Rates Fringes

Diver

Stand-by.....\$ 47.65 28.32

Tender.....\$ 46.65 28.32

Working.....\$ 87.45 28.32

Piledriver

Piledriver; Skiff Operator

and Rigger.....\$ 38.34 26.51

Sheet Stabber.....\$ 38.34 26.51

Welder.....\$ 43.90 26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$1.00 per foot

101 feet and deeper \$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET \$1.00 PER FOOT/DAY

51-100 FEET \$2.00 PER FOOT/DAY

101 FEET AND ABOVE \$3.00 PER FOOT/DAY

SATURATION DIVING:

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

### WORK IN COMBINATION OF CLASSIFICATIONS:

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

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Rates Fringes

CABLE SPLICER......\$ 48.94 3%+28.24 ELECTRICIAN.....\$ 48.94 3%+28.24

**Line Construction** 

Rates Fringes

CABLE SPLICER...... \$ 70.34 3%+32.54

Linemen (Including Equipment

<sup>\*</sup> ELEC1547-004 04/01/2024

<sup>\*</sup> ELEC1547-005 04/01/2024

Operators, Technician)......\$ 68.59 3%+32.54 Powderman.....\$ 66.59 3%+32.54 TREE TRIMMER.....\$ 41.32 3%+28.10 ELEV0019-002 01/01/2023 Rates Fringes ELEVATOR MECHANIC......\$ 65.83 37.335+a+b FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day ENGI0302-002 01/01/2024 Fringes Rates POWER EQUIPMENT OPERATOR GROUP 1.....\$ 50.39 28.40

GROUP 1A.....\$ 52.39

28.40

GROUP 2\$ 49.52	28.40
GROUP 3\$ 48.70	28.40
GROUP 4\$ 41.66	28.40
TUNNEL WORK	
GROUP 1\$ 55.43	28.40
GROUP 1A\$ 57.63	28.40
GROUP 2\$ 54.47	28.40
GROUP 3\$ 53.57	28.40
GROUP 4\$ 45.83	28.40

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including

all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline),
Cranes-over 45 tons or 150 foot (including jib and
attachments): (a) Clamshells and Draglines (over 3 yards),
(b) Tower cranes; Licensed Water/Waste Water Treatment
Operator; Loaders over 5 yds.; Certified Welder, Electrical
Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor,
Roto-mill/Profiler (finish: when finishing to final grade

and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump
Operator; Conveyors (except as listed in group 1); Hoist on
steel erection; Towermobiles and Air Tuggers;
Horizontal/Directional Drill Locator; Licensed Grade
Technician; Loaders, (i.e., Elevating Grader and Material
Transfer Vehicle); Locomotives: rod and geared engines;
Mixers; Screening, Washing Plant; Sideboom (cradling rock
drill regardless of size); Skidder; Trencing 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.

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IRON0751-003 07/01/2023

Rates Fringes

**IRONWORKER** 

BENDER OPERATOR......\$ 42.99 37.38

BRIDGE, STRUCTURAL,

ORNAMENTAL, REINFORCING

MACHINERY MOVER, RIGGER,

SHEETER, STAGE RIGGER,

BENDER OPERATOR......\$ 42.99 37.38

FENCE, BARRIER INSTALLER....\$ 39.49 37.38

GUARDRAIL INSTALLERS......\$ 40.49 37.38

GUARDRAIL LAYOUT MAN	\$ 40.23	37.38
HELICOPTER, TOWER	\$ 43.99	37.38

<sup>\*</sup> LABO0341-001 04/01/2024

# Rates Fringes

LABORER (South of the 63rd Parallel & West of Longitude

138 Degrees)

GROUP 1	\$ 38.25	27.43
GROUP 2	\$ 39.25	27.43
GROUP 3	\$ 40.15	27.43
GROUP 3A	\$ 44.28	27.43
GROUP 3B	\$ 50.11	23.38
GROUP 4	\$ 27.82	27.43
TUNNELS, SHAFTS	, AND RAISES	
GROUP 1	\$ 42.08	27.43
GROUP 2	\$ 43.18	27.43
GROUP 3	\$ 44.17	27.43
GROUP 3A	\$ 48.71	27.43
GROUP 3B	\$ 55.12	23.38

## LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush
Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke
Setters, Hook Tender, Rigger, Signalman; Concrete

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

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls,

flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

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

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

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

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

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### Rates Fringes

Laborers: North of the 63rd

Parallel & East of Longitude

138 Degrees

GROUP 1	\$ 38.25	27.43
GROUP 2	\$ 39.25	27.43
GROUP 3	\$ 40.15	27.43
GROUP 3A	\$ 44.03	27.43

<sup>\*</sup> LABO0942-001 04/01/2024

GROUP 3B\$ 49.61	23.38
GROUP 4\$ 27.82	27.43
TUNNELS, SHAFTS, AND RAISES	;
GROUP 1\$ 42.08	27.43
GROUP 2\$ 43.18	27.43
GROUP 3\$ 44.17	27.43
GROUP 3A\$ 48.43	27.43
GROUP 3B\$ 54.57	23.38

#### LABORERS CLASSIFICATIONS

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

Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

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

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

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills);

Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

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

Tunnel shaft and raise rates only apply to workers regularly

employed inside a tunnel portal or shaft collar.
* PAIN1959-001 07/01/2023
NORTH OF THE 63RD PARALLEL
Rates Fringes
PAINTER
BRUSH/ROLLER PAINT OR WALL
COVERER\$ 37.83 25.95
TAPING, TEXTURING,
STRUCTURAL PAINTING,
SANDBLASTING, POT TENDER,
FINISH METAL, SPRAY,
BUFFER OPERATOR, RADON
MITIGATION, LEAD BASED
PAINT ABATEMENT, HAZARDOUS
MATERIAL HANDLER\$ 38.35 25.95
* PAIN1959-002 07/01/2023
SOUTH OF THE 63RD PARALLEL
Rates Fringes

PAINTER

General Painter\$ 34.47	27.30
Industrial Painter\$ 35.82	
Taper / Paper & Vinyl	
Hanger\$ 35.72 27.3	30
* PAIN1959-003 12/01/2023	
NORTH OF THE 63RD PARALLEL	
Rates Fringes	
GLAZIER\$ 43.74 29	.03
* PAIN1959-004 07/01/2023	
Rates Fringes	
FLOOR LAYER: Carpet\$ 39.86	15.87
* PAIN1959-006 12/01/2023	
SOUTH OF THE 63RD PARALLEL	
Rates Fringes	
GLAZIER\$ 43.95 28	.10

<sup>\*</sup> PLAS0528-006 06/01/2024

# Rates Fringes

**PLASTERER** 

North of the 63rd parallel..\$ 52.50 20.67

South of the 63rd parallel..\$ 52.50 20.67

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PLAS0528-007 04/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..\$ 44.43 22.13

South of the 63rd parallel..\$ 44.43 22.13

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PLUM0262-002 01/01/2023

East of the 141st Meridian

Rates Fringes

Plumber; Steamfitter.....\$ 41.50 27.62

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PLUM0367-002 07/01/2021

South of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter\$ 41.00	27.95
PLUM0375-002 01/01/2024	
North of the 63rd Parallel	
Rates Fringes	
Plumber; Steamfitter\$ 47.16	32.95
* PLUM0669-002 04/01/2024	
Rates Fringes	
SPRINKLER FITTER\$ 56.61	
* ROOF0189-006 04/01/2024	
Rates Fringes	
ROOFER\$ 49.62	
SHEE0023-003 07/01/2023	
South of the 63rd Parallel	

Fringes

Rates

SHEET METAL WORKER......\$ 47.05 29.41

SHEE0023-004 07/01/2023

North of the 63rd Parallel

Rates Fringes

SHEET METAL WORKER...... \$51.93 30.16

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\* TEAM0959-003 01/01/2024

Rates Fringes

### TRUCK DRIVER

GROUP 1	\$ 49.51	25.38
GROUP 1A	\$ 50.92	25.38
GROUP 2	\$ 48.10	25.38
GROUP 3	\$ 47.19	25.38
GROUP 4	\$ 46.55	25.38
GROUP 5	\$ 45.70	25.38

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached

trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

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

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

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

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water

Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch
Truck, Wrecker, Truck Mounted ""A"" Frame manufactured rating
over 5 tons; Bull Lifts and Fork Lifts with Power Boom and
Swing attachments, over 5 tons; Front End Loader with
Forks; Bus Operator over 30 passengers; All Terrain
Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam
Distributor Truck/dual axle; Hydro-seeders, dual axle;
Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and
water); Air Cushion or similar type vehicle; Fire
Truck/Ambulance Driver; Combination Truck-fuel and grease;
Compactor (when pulled by rubber tired equipment); Rigger
(air/water/oilfield); Ready Mix, up to and including 7
yards;

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

Rigger/Swamper

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

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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

https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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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.

**State Adopted Rate Identifiers** 

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### 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 National Office because National Office has 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.) Al	l decisions by the Administrative Review Board are final.
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END OF GENERAL DECISION"