

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

**Shellfish/Southslope Water Main Extension  
and Shellfish Avenue PRV Project**

**March 2016**



This project is federally funded through a ADEC  
Municipal Matching Grant (MMG #40909) and City of Homer  
Accelerated Water and Sewer Fund (HAWSP)  
And financed in part by ADWF Federal Loan (40909)

**INVITATION TO BID**  
**By the City of Homer, Alaska**

**Shellfish/South Slope Water Main Extension and Shellfish Avenue PRV Project**

Sealed bids for the construction of the **Shellfish/South Slope Water Main Extension and Shellfish Avenue PRV Project 2016** will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 p.m. Thursday, April 21, 2016**, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

A Pre-Bid Conference will be held at **1:30 p.m. Monday, April 4, 2016** in the City Hall Conference Room (491 East Pioneer Avenue) to answer bidder's questions.

This project is funded through an ADEC Municipal Matching Grant (MMG#40909) and City of Homer Accelerated Water and Sewer Fund (HAWSP). The City's local bidder's preference requirements do not apply to this contract; State and Federal prevailing wage rates will apply. The work includes, but is not limited to the following:

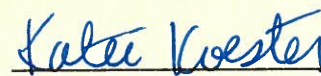
Construction of 2672 LF of 8" and 10" water main and an underground pressure reducing valve station along public right-of-way as defined within the plans and bid documents.

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

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$170 per set (\$200 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may also be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 16<sup>th</sup> day of March, 2016.

**CITY OF HOMER**



Katie Koester, City Manager

Publish: Homer Tribune – March 23 and 30, 2016  
Peninsula Clarion – March 27, 2016

Fiscal Note: 215-0837 (GLA #53)

City of Homer

Alaska, Shellfish/Southslope Water Main Extension  
and Shellfish Avenue PRV Project

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**City of Homer**  
**Shellfish/Southslope Water Main Extension**  
**and Shellfish Avenue PRV Project**

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

**I. Scope of Services**

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

**Shellfish/Southslope Water Main Extension**  
**and Shellfish Avenue PRV Project**

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

Construction of 2672 LF Water Main and Pressure Reducing Vault along public Right of Way as defined within the Plans and Bid Documents.

**II. General Bidding Requirements**

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

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

**Federal and State Prevailing Rate Wages**

See appendix for specific Davis Bacon Requirments.

This project is covered by the State of Alaska, Laborer's and Mechanic's Minimum Rates of Pay, **Title 36 Public Contracts, (AS 36.05 & 36.10) Pamphlet No. 600, Issue 31**. It is the responsibility of the bidder to determine the current rates of pay required and to submit the proper certified payrolls to the State Department of Labor.

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

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

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

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

**Part A** of the bid contains the  
Bid Form (**Part A**)

Bid Bond (**Part A**) and the Power of Attorney (if needed).

**Part A must be submitted separately in an envelope marked Part A.**

**Part B** of the bid contains the

Addenda Acknowledgement must be signed and included with the Bid. (**Part B**)

EEO-1 Certification (**Part B**)

Equal Employment Opportunity Clause form. (**Part B**)

DBE Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement (**Part B**)

Equal Employment Opportunity Statement of Acknowledgment (**Part B**)

Certification Regarding Debarment, Suspension and Other Responsibility Matters. (**Part B**)

The Anti-Discrimination Certificate. (**Part B**)

Contractor's Non-Collusion and Debarment. (**Part B**)

**Part B must be submitted separately in an envelope marked Part B.**

### **III. Instruction to Bidders**

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

#### **A. Qualification of Bidders**

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

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

## **B. Taxes**

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

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

## **C. Familiarization With The Work**

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

### **1. Site Conditions**

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

## **D. Interpretation of Bid Documents**

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

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

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

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

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

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

#### **F. Return of Bid Guarantee**

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

#### **G. Contract Time**

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



## H. Bids

### 1. Preparation of Bids

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

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

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

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

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

**BIDDER'S CHECKLIST**  
**Shellfish/Southslope Water Main Extension**  
**and Shellfish Avenue PRV Project**

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

**Part A**

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

**Part B**

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

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

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

1. Minority And Women-Owned Business Enterprise Report Of Participation (Disadvantaged Business Enterprise) form must be filled out and signed.
2. Minority And Women-Owned Business Enterprise Contact Documentation (Disadvantaged Business Enterprise) form must be filled out and signed.
3. Equal Employment Statement Of Acknowledgement form filled out by each subcontractor participating in the contract.

(See Appendix A - disadvantage business enterprise overview for ongoing contract reporting requirements)

**END OF SECTION**

## **IV. BID SCHEDULE**

### **Part A**

# Bid Schedule

## Shellfish/South Slope Water Main Extension and Pressure Reducing Vault

ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	101	Mobilization and Demobilization	Lump Sum	1		
2	102	Construction Surveying	Lump Sum	1		
3	103	Traffic Maintenance	Lump Sum	1		
4	202	Clearing and Grubbing	Lump Sum	1		
5	204	Trench Excavation/Native Backfill	Linear Foot	2,313		
6	204	Disposal of Unsuitable Material	Cubic Yard	275		
7	205	Imported Fill (Type II)	Cubic Yard	675		
8	205	Imported Fill (Type III)	Cubic Yard	625		
9	211	Class B Bedding	Cubic Yard	400		
10	220	Prepare & Implement SWPPP	Lump Sum	1		
11	230	Furnish & Install New PRV Station - Complete	Lump Sum	1		
12	602	F&I Water Main (8-inch, HDPE, SDR 11)	Linear Foot	1,720		
13	602	F&I Water Main (10-inch, HDPE, SDR 11)	Linear Foot	993		
14	603	F&I 8-inch Gate Valve, Valve Box and Marker	Each	2		
15	603	F&I 10-inch Gate Valve, Valve Box and Marker	Each	4		
16	604	F&I Fire Hydrant Assembly (Single Pumper)	Each	4		
17	606	1" Water Service	Each	6		
18	704	F&I 4" Thick Insulation Board	Board Foot	260		
19	708	Seeding (Type II)	1000 Sq Ft	57		
20	710	Topsoil (4-inch Depth)	1000 Sq Ft	57		

Grand Total All Bid Items

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

Address of Firm \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title of Signatory \_\_\_\_\_

Date of Bid \_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

Hereinafter called the PRINCIPAL, and \_\_\_\_\_

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

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

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

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

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

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2016.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

SURETY: \_\_\_\_\_

ATTORNEY-IN-FACT: \_\_\_\_\_

## **Part B**

# ADDENDA ACKNOWLEDGMENT

Project Name: **Shellfish/Southslope Water Main Extension and Shellfish Avenue PRV Project**

I hereby acknowledge addenda numbers:

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

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

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

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

## City of Homer

### **Equal Employment Opportunity (EEO – 1) CERTIFICATION**

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

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

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



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

- 1. Their firm has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause as required by Federal Executive Order 11246, Section 201 (301 F.R. 12319) YES \_\_\_\_\_ NO \_\_\_\_\_
  - A. Their firm has filed all reports due under the applicable filing requirement with the Joint Reporting Committee Opportunity Commission as stated in this certifications. YES \_\_\_\_\_ NO \_\_\_\_\_
- 2. Their firm has participated in a previous City of Homer construction contract or subcontract. YES \_\_\_\_\_ NO \_\_\_\_\_
  - A. Their firm has filed all the EEO reports due under applicable filing requirements of the city of Homer Department of Public Works. YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Company

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number

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

\_\_\_\_\_  
Zip Code

**PROJECT NAME**

**Shellfish/Southslope Water Main Extension and Shellfish Avenue PRV Project**

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

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

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

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

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

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(Signature)

---

(Title)

---

(Date)

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

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

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

**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

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

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

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

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

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

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

Company Name \_\_\_\_\_ RFP/Contract \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**EQUAL EMPLOYMENT OPPORTUNITY  
STATEMENT OF ACKNOWLEDGEMENT**

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

**PLEASE CHECK THE APPROPRIATE BOXES**

THE  Bidder  proposed Subcontractor hereby **CERTIFIES:**

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

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

NO (go to PART B)

YES (go to PART C)

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

NO

YES

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

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

**PART C.**

\_\_\_\_\_  
Signature of Authorized Representative of Company

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
( )  
Telephone No.

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

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Contract Number



\_\_\_\_\_  
EPA Project Control Number  
\_\_\_\_\_

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Washington, DC 20460

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

**ANTI-DISCRIMINATION CERTIFICATE**

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

Contractor's Signature: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at: \_\_\_\_\_

(Seal or Stamp)

My Commission Expires: \_\_\_\_\_



CONTRACTOR'S NON-COLLUSION AND DEBARMENT AFFIDAVIT

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

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

Exceptions noted:

Signed: \_\_\_\_\_

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

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

(Seal or Stamp)

\_\_\_\_\_

Notary Public for \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## V. Contract Documents

# C O N T R A C T

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

---

Hereinafter called the "Contractor";

WITNESSETH:

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

## **Shellfish/Southslope Water Main Extension and Shellfish Avenue PRV Project**

- a) Invitation to Bid
- b) The signed copy of the Bid
- c) The Bid Bond
- d) The 2000 Homer Standard Construction Specifications
- e) All Addenda, totaling \_\_\_\_\_
- f) The drawings which consist of 15 sheets entitled

## **Shellfish/Southslope Water Main Extension and Shellfish Avenue PRV Project**

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

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

# CONTRACT

## CONTRACT COMPLETION TIME

The Contractor agrees to complete the project, in all respects **August 15<sup>th</sup>, 2016**

## CONTRACT AMOUNT

\$ \_\_\_\_\_  
In Numbers

\$ \_\_\_\_\_  
In Words

## LIQUIDATED DAMAGES:

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

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

CITY OF HOMER

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

Title: Mary K. Koester, Homer City Manager

CONTRACTOR

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

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

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

PERFORMANCE BOND

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

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

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

of \_\_\_\_\_, State of \_\_\_\_\_

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

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

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

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

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

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

ATTEST:

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

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

Affix CORPORATE SEAL if applicable

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

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

\_\_\_\_\_  
(Address – Zip Code)

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

ATTEST:

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

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

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

(Affix SURETY'S SEAL)

\_\_\_\_\_  
(Witness as to Surety)

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

Notes:

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

PAYMENT BOND

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

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

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

of \_\_\_\_\_, State of \_\_\_\_\_

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

hereinafter called "Owner," in the penal sum of \_\_\_\_\_

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

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

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

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

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

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

ATTEST:

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

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

Affix CORPORATE SEAL if applicable

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

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

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

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

ATTEST:

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

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

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

(Affix SURETY'S SEAL)

\_\_\_\_\_  
(Witness as to Surety)

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

Notes:

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



# VI. Project Schedule

## Shellfish/Southslope Water Main Extension and Shellfish Avenue PRV Project

No Later Than

Pre-Bid Conference.....	1:30 April 4 <sup>th</sup> 2016
Bids Due.....	2:00 April 21 <sup>st</sup> 2016
Bid Opening.....	2:15 April 21 <sup>st</sup> 2016
Notice of Intent to Award.....	April 22 <sup>nd</sup> 2016
Notice to Proceed.....	May 2 <sup>nd</sup> 2016
Construction Completion.....	August 15 <sup>th</sup> , 2016

## VII. Supplemental Technical Specifications

**City of Homer, Alaska  
Shellfish/South Slope Water Main Extension**

**Supplemental Technical Specifications**

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**City of Homer, Alaska**  
**Shellfish/South Slope Water Main Extension**

**Supplemental Technical Specifications**

**GENERAL STATEMENT**

The City of Homer Standard Construction Specifications, 2011 Edition, hereinafter referred to as CHSCS, is hereby incorporated in and becomes a part of the Contract Documents for the work.

These Supplemental Technical Specifications set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the CHSCS.

It shall be the responsibility of the Bidder to prepare his bid so all materials, equipment, and working arrangements shall harmoniously conform to the intent of the Contract Documents.

**DIVISION 200      EARTHWORK**

**Section 207    Trench Excavation and Backfill**

**207.1            General**

*Add the following:*

Contractor shall submit an excavation plan that describes the methods and sequencing for excavation, the planned excavation shoring, and the plan for dewatering the trench section. The dewatering plan shall detail the types of dewatering, pump rates, estimate of total discharge, discharge locations, and water treatment.

Trench excavation and backfill work shall be coordinated to prevent seepage and surface runoff from collecting in open trenches. Contractor shall contour the ground surface around the trench section to direct surface and runoff waters away from open excavations.

**Section 211    Furnish Bedding Material**

**211.4            Method of Measurement**

*Delete this Article and replace with the following:*

Class B Bedding shall be measured by Cubic Yards delivered, placed, and accepted in accordance with these Specifications.

**211.5            Basis of Payment**

*Delete this Article and replace with the following:*

Payment shall be made under the following units:

ITEM	DESCRIPTION	UNIT
211	Class B Bedding	Cubic Yard

*Add the following New Section:*

**Section 220    Prepare and Implement SWPPP**

**220.1            General**

This work shall consist of the necessary measures to provide temporary erosion and pollution control during the life of the Project as described in General Provisions Article 5.12 Temporary Erosion Control During Construction and detailed below, including furnishing labor, materials, and equipment to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP).

## **220.2 Construction**

The Contractor is responsible for preparing a SWPPP and protecting the waters of the United States as required by the Clean Water Act. The Contractor shall be responsible for completing work as described below:

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

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

The City and the Contractor will monitor the site and determine if any special additional work is required beyond the basic work identified in the SWPPP. Any work items above and beyond that listed will be paid for on a time and material basis if additional control measures are deemed necessary by the City.

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

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

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

**220.3 Method of Measurement**

Temporary erosion and pollution control shall be measured by lump sum for all work described in this section and be paid by a percentage of Project completion.

**220.4 Basis of Payment**

Payment at the lump sum price shall be full compensation for furnishing all labor, materials, equipment, and incidentals required for temporary erosion and pollution control.

Payment shall be under the following units:

ITEM	DESCRIPTION	UNIT
220	Prepare and Implement SWPPP	Lump Sum

## **DIVISION 600      WATER SYSTEMS**

### **Section 601    General**

#### **601.2            Applicable Standards**

*Add the following:*

All materials in direct contact with potable water shall be in accordance with the Reduction of Lead in Drinking Water Act (amendment of the Safe Drinking Water Act, Section 1417).

All materials in direct contact with potable water shall be approved for that use by NSF (National Sanitation Foundation) in accordance with Standard 61.

### **Section 602    Furnish and Install Pipe**

#### **602.4.c        Disinfection**

*Add the following:*

Discharge of chlorinated water used for disinfection, independent of volume, shall meet State of Alaska water quality standards in Section 18 AAC 70, the Alaska Pollutant Discharge Elimination System (APDES) permit, and the effluent limitations in Section 1.2.2 of Alaska Department of Environmental Conservation (ADEC) Wastewater General Permit 2009DB004.



## VIII. Special Provisions

## **SPECIAL PROVISIONS**

### **Shellfish/South Slope Water Main Extension and Pressure Reducing Vault Project**

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

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33.

#### **AMERICAN IRON AND STEEL**

Iron and steel products used in this project do not need to be produced in the United States.

#### **AMERICANS WITH DISABILITIES ACT**

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

#### **DESCRIPTION OF WORK**

All proposed work for the Shellfish/South Slope Water Main Extension and Pressure Reducing Vault project is located in Homer, Alaska as shown on the Contract Drawings. The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the Drawings, Specifications, and the terms of the Contract.

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

- Construction of 8” and 10” diameter HDPE water main; including valves and hydrants.
- Construction of a pressure reducing station in an underground concrete vault; including valves, hydrants, inlet and outlet piping, electrical service, and bollards.
- Installation of 1-inch water services serving private property on the water main alignment
- Associated work including, but not limited to:
  - Dewatering
  - Temporary erosion control
  - Project SWPPP
  - Project Health and Safety Plan
  - Traffic Control and maintenance
  - Reseeding

- Restore existing driveways, including new CMP

## **BASIS OF MEASUREMENT AND PAYMENT**

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

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

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

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

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

### **BID ITEMS:**

#### **Bid Item 1 – Mobilization/Demobilization**

Measurement will be made on the basis of percent complete, as defined in the City of Homer Standard Construction Specifications (HSCS), Section 101. Payment will be based on the Lump Sum (LS) price stated in the Bid Proposal. This payment will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and all other Contract Documents.

#### **Bid Item 2 – Construction Survey**

Measurement will be made on the basis of percent complete, as defined in the City of Homer Standard Construction Specifications (HSCS), Section 102. Payment will be based on the Lump Sum (LS) price stated in the Bid Proposal. This payment will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and all other Contract Documents.

#### **Bid Item 3 – Traffic Maintenance**

Measurement will be made on the basis of percent complete, as defined in the City of Homer Standard Construction Specifications (HSCS), Section 103. Payment will be based on the Lump Sum (LS) price stated in the Bid Proposal. This payment will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and all other Contract Documents.

**Bid Item 4 - Clearing and Grubbing**

Measurement will be made on the basis of percent complete, as defined in the City of Homer Standard Construction Specifications (HSCS), Section 202. Payment will be based on the Lump Sum (LS) price stated in the Bid Proposal. This payment will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and all other Contract Documents.

**Bid Item 5 – Trench Excavation/Native Backfill**

Measurement for payment will be on the basis of horizontal distance of trench centerline, and shall include all labor, equipment, materials, supervision and other facilities necessary for the work. The payment shall include all excavation, trench support, dewatering, stockpiling of excavated material adjacent to the trench, backfill of excavated material, compaction, final grading, and any other associated work necessary to complete trench excavation and backfill as shown on the Drawings and as directed by the Engineer.

**Bid Item 6 - Disposal of Unsuitable Material**

Measurement for payment of disposal of unsuitable material, as directed by the Engineer, shall be on the basis of truck count cubic yards. Measurement and payment shall be full payment for hauling material off-site, to a Contractor provided, City approved uplands disposal site.

**Bid Item 7 – Imported Fill (Type II)**

Measurement for payment for imported backfill, as directed by the Engineer, shall be on the basis of truck count cubic yards, in place, compacted and graded. Refer to HSCS Section 205 for specifications and requirements for Classified Fill and Backfill. Measurement and payment shall be full payment for providing and installing Type II Imported Fill and shall be based on the cubic yard (CY) installed, compacted, graded, and in place.

**Bid Item 8 – Imported Fill (Type III)**

Measurement for payment for imported backfill, as directed by the Engineer, shall be on the basis of truck count cubic yards, in place, compacted and graded. Refer to HSCS Section 205 for specifications and requirements for Classified Fill and Backfill. Measurement and payment shall be full payment for providing and installing Type III Imported Fill and shall be based on the cubic yard (CY) installed, compacted, graded, and in place.

**Bid Item 9 - Class B Bedding**

Measurement for payment for furnishing and installing Class B bedding, as directed by the Engineer, shall be on the basis of truck count cubic yards, in place, compacted and graded. Refer to HSCS Section 211 for specifications and requirements for bedding material. Measurement and payment shall be full payment for providing and installing Type III Imported Fill and shall be based on the cubic yard (CY) installed, compacted, graded, and in place.

**Bid Item 10 – Prepare and Implement SWPPP**

Measurement will be made on the basis of percent complete. Scope of work is described in these Special Conditions, Article 6.10 – Air and Water Pollution Laws. Payment will be based on the Lump Sum (LS) price stated in the Bid Proposal. This payment will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and all other Contract Documents.

**Bid Item 11 – Furnish and Install Pressure Reducing Valve (PRV) Station**

No measurement will be made for this item. Lump sum payment will be made on a percent completion basis and be full compensation for performing the work in conformance with the Drawings and all other Contract Documents, including providing all labor equipment and material necessary to construct the vault; PRV piping, valves and appurtenances; inlet and outlet piping, electrical service improvements; meter base; bollards; and other associated items as shown on the plans and as directed by the Engineer.

**Bid Item 12 – Furnish and Install Water Main (8-inch, HDPE, SDR 11)**

Measurement for payment will be on the basis of horizontal distance of piping installed, and shall include all labor, equipment, materials, supervision and other facilities necessary for the work. The payment shall include all pipe and fittings, tracer wire, marking tape, flushing, disinfection, testing, and any other associated work to construct a complete and operable system as shown on the Drawings and as directed by the Engineer. Measurement and payment shall be on the basis of linear feet (LF) of pipe installed measured horizontally. Inlet and outlet piping associated with the PRV Station installation will be paid for under Bid Item 12.

**Bid Item 13 – Furnish and Install Water Main (10-inch, HDPE, SDR 11)**

Measurement for payment will be on the basis of horizontal distance of piping installed, and shall include all labor, equipment, materials, supervision and other facilities necessary for the work. The payment shall include all pipe and fittings, tracer wire, marking tape, flushing, disinfection, testing, and any other associated work to construct a complete and operable system as shown on the Drawings and as directed by the Engineer. Measurement and payment shall be on the basis of linear feet (LF) of pipe installed measured horizontally. Inlet and outlet piping associated with the PRV Station installation will be paid for under Bid Item 12.

**Bid Item 14 – Furnish and Install 8” Gate Valve, Valve Box and Marker**

Measurement shall be the actual number of valves installed. Payment shall include full payment for all work described in HSCS, Section 603 as shown on the Drawings and as directed by the Engineer. Valves associated with the PRV Station installation will be paid for under Bid Item 12.

**Bid Item 15 – Furnish and Install 10” Gate Valve, Valve Box and Marker**

Measurement shall be the actual number of valves installed. Payment shall include full payment for all work described in HSCS, Section 603 as shown on the Drawings and as directed by the Engineer. Valves associated with the PRV Station installation will be paid for under Bid Item 12.

**Bid Item 16 – Furnish and Install Fire Hydrant Assembly (Single Pumper)**

Measurement shall be the actual number of hydrants installed. Payment shall include full payment for all work described in HSCS, Section 604 as shown on the Drawings and as directed by the Engineer. Hydrants associated with the PRV Station installation will be paid for under Bid Item 12.

**Bid Item 17 – Furnish and Install 1-inch Water Service**

Measurement shall be the actual number of water services installed. Payment shall include full payment for all work described in HSCS, Section 606 as shown on the Drawings and as directed by the Engineer.

**Bid Item 18 – Furnish and Install 4” thick Insulation Board**

Measurement and payment will be made as defined in the City of Homer Standard Construction Specifications (HSCS), Section 704 for insulation incorporated into the project. Payment will be full compensation for all materials, labor, equipment, and incidentals necessary to install insulation over/under water mains as shown on the Drawings and as directed by the Engineer.

**Bid Item 19 – Seeding (Type 1)**

Measurement will be made as defined in the City of Homer Standard Construction Specifications (HSCS), Section 202. Payment per 1000 SF will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and as directed by the Engineer.

**Bid Item 20 - Topsoil**

Measurement will be made as defined in the City of Homer Standard Construction Specifications (HSCS), Section 710. Payment per 1000 SF will be full compensation for all materials, labor, equipment, and incidentals necessary to perform the work in conformance with the Drawings and as directed by the Engineer.

**QUALITY CONTROL**

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

**CONSTRUCTION SURVEYING, AS-BUILT SURVEY AND RECORD DRAWINGS**

Contractor shall provide all necessary surveying and layout to perform the work in the Contract Documents.

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

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

Re-establish any survey monuments or permanent control points damaged or lost during construction; identifying the northing, easting, and elevations of all piping and appurtenances, valves, and final grades of the constructed facilities. All corners of the top of the new PRV vault shall be surveyed and tied to project horizontal and vertical datum. Improvements shall be located by lines and grade, using the established “basis of control” provided in the Contract Documents. The Drawings shall be prepared and stamped by a registered land surveyor (RLS) currently licensed by the State of Alaska.

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

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

## **WETLAND PERMITS**

All work in wetland areas must be completed in accordance with the Corps of Engineer's permit (POA-2014-48), a copy of which is included in Section VIII - Appendix. Wetland areas are shown on the drawings.

## **CLEARING AND GRUBBING**

City permits are not required to burn debris from clearing and grubbing that is less than 4 inches in diameter and is burned in no greater than a 10' x 10' x 10' pile. Larger debris or larger piles must be approved by the Fire Chief. Approvals normally require a site inspection and an evaluation of fire danger, availability of water, weather conditions, clearances to adjacent flammable areas, etc.

## **MODIFICATIONS TO GENERAL PROVISIONS**

### **Article 5.25 - Unusual Work Hours**

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

### **Article 5.9 – Construction Survey by Contractor**

Add the following paragraph: "The contractor shall submit all survey control data with each pay application; field Books with sketches and electronic survey coordinates. Record drawings shall be submitted to the Owner within 20 days of the completion of the work.

The Contractor's surveyor shall make a conscious attempt to locate all property corners and monuments along the route of work, and shall reference those corners that may be disturbed due to this work. At the completion of the project, the Contractor shall restore all disturbed property corners and monuments at no additional cost to the Owner. This work shall be performed by a land surveyor registered in the State of Alaska or under his immediate direction.

### **Article 6.7 - Traffic**

If the contractor interrupts access to properties adjacent to the work, 48 hours prior notice shall be given to the property owners and the City of Homer. Contactor shall notify property owners, with door hangers, at least 24 hrs prior to driveway access denial. The contractor is responsible for printing and posting such notices with time and date.

## Article 6.10 – Air and Water Pollution Laws

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

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

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

The City and the Contractor will monitor the site and determine if any special additional work is required beyond the basic work identified in the SWPPP. Any work items above and beyond that listed above will be paid for on a *time and material basis* if additional control measures are deemed necessary by the City.

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

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

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



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

### **Article 6.13 - Utilities**

The Contractor shall protect all overhead and underground utilities as provided for in Article 6.13 of CHSCS 2011.

The City will be responsible for all charges and fees associated with providing electric service to the PRV vault load center. The Contractor is responsible for installing the post mounted meter base at the PRV vault.

# CONTRACTOR'S REQUEST FOR PAYMENT

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



## IX. APPENDICES

# Davis–Bacon Requirements

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

### **Preamble**

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

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

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

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

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

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

#### **2. Obtaining Wage Determinations.**

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

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

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

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

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

### **3. Contract and Subcontract provisions.**

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

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

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

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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



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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees--

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

## 5. Compliance Verification

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

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

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

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

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

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

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

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

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

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

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

### 2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to Warren Petrasek [warren.petrasek@alaska.gov](mailto:warren.petrasek@alaska.gov) 269-4905 for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar

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

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

(i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

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

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

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

### **3. Contract and Subcontract provisions.**

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

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

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

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

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

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



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

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

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

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

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

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

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

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

### (3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees--

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

## 5. Compliance Verification

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

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

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

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

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

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

# EQUAL EMPLOYMENT OPPORTUNITY

## EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100  
REV. 01/2006

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

### Section A—TYPE OF REPORT

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

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

(1)  Single-establishment Employer Report

Multi-establishment Employer:

(2)  Consolidated Report (Required)

(3)  Headquarters Unit Report (Required)

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

(5)  Special Report

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

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

1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label					a.
Address (Number and street)					b.
City or town	State	ZIP code			c.
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment					d.
Address (Number and street)	City or Town	County	State	ZIP code	e.
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					f.
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input type="checkbox"/> No					

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?
If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one): <input style="width: 100px;" type="text"/>		

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



**Section D-EMPLOYMENT DATA**

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

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

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

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

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

**Section F - REMARKS**

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

**Section G - CERTIFICATION**

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

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

All reports and information obtained from individual reports will be kept confidential as required by Section 708(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

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

**DISADVANTAGE BUSINESS ENTERPRISES  
OVERVIEW**

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

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

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

Some changes are:

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

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

## SUMMARY OF GOALS

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

## REQUIREMENTS

### A. Definitions

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

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

## **B. Implementation for DBE Procurement**

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

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

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

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

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

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

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

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

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

#### **F. The DBE (MBE/WBE) Reporting Package**

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

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

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

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

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

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

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

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

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

## **G. Create and Maintain a Bidders List**

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

## **H. DBE Anti-Discrimination Contract Clause**

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

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

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

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

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

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

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

### **MBE/WBE REQUIREMENTS**

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

### **Part I – GENERAL**

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

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

B. The expenditure of Federal funds must reflect equal opportunity, anti-discrimination provisions of the 1964 Civil Rights Act, affirmative action and small, minority and women-owned business utilization. The above requirements are applicable to all contracts and subcontracts exceeding \$25,000. It is the function

of the Office of Small and Disadvantaged Business Utilization and the Department of Labor, Office of Federal Contract Compliance Programs to assure that these mandates are carried out to the maximum extent practical.

## **Part 2 – Summary of Goal**

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

## **PART 3 – REQUIREMENTS**

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

1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;

2. Whose management and daily business operations are controlled by one or more such individuals.

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

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

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

### **3.2 HOW TO COUNT MBE/WBE Goals**

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



### 3.3. HOW TO OBTAIN MBE/WBE PARTICIPATION

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

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

### 3.4 HOW TO CREDIT MBE/WBE PARTICIPATION

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

### 3.5 THE MBE/WBE REPORTING PACKAGE

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

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

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

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

Suspension and Debarment

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

Debarment status can be accessed at [www.epls.gov](http://www.epls.gov)

**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

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

Project Name \_\_\_\_\_ RFP/Contract No. \_\_\_\_\_

Company Name \_\_\_\_\_ Prepared By \_\_\_\_\_

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

Firm Name	AK Contractor's License No.	Contact Name & Phone No.	Type of Work	Contract Amount	MBE/WBE
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
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Contract(s) Total: \$ \_\_\_\_\_ MBE/WBE Goal: \_\_\_\_\_ % Achieved: \_\_\_\_\_ % = \$ \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DISADVANTAGE BUSINESS ENTERPRISES  
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)  
CONTACT DOCUMENTATION**

**Project Name** \_\_\_\_\_ **RFP/Contract No.** \_\_\_\_\_

**Company Name** \_\_\_\_\_ **Authorized Signature/Title** \_\_\_\_\_

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

**Firm** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Firm** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
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**Type of Work** \_\_\_\_\_ **Bid Amount \$** \_\_\_\_\_  
**Dates of Contact** \_\_\_\_\_  
**Method of Contact** \_\_\_\_\_  
**Contact's Name** \_\_\_\_\_  
**Results of Contact** \_\_\_\_\_  
**If rejected, why** \_\_\_\_\_

**Firm** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE** \_\_\_\_\_  
**Address** \_\_\_\_\_  
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**Type of Work** \_\_\_\_\_ **Bid Amount \$** \_\_\_\_\_  
**Dates of Contact** \_\_\_\_\_  
**Method of Contact** \_\_\_\_\_  
**Contact's Name** \_\_\_\_\_  
**Results of Contact** \_\_\_\_\_  
**If rejected, why** \_\_\_\_\_



**Geotechnical Engineering Report  
Shellfish/South Slope Water Main  
Homer, Alaska**

May 2013

Submitted To:  
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**GEOTECHNICAL ENGINEERING REPORT  
SHELLFISH/SOUTH SLOPE WATER MAIN  
HOMER, ALASKA**

**1.0 INTRODUCTION**

This report presents the results of subsurface explorations, laboratory testing and geotechnical engineering studies conducted by Shannon & Wilson, Inc. for a new water main along the undeveloped Shellfish Avenue Right-of-Way (ROW) in Homer, Alaska. The purpose of this geotechnical study was to gather subsurface data and develop geotechnical engineering recommendations for design and construction of the project. To accomplish this, we advanced eight borings along the proposed route. Selected soil samples recovered from the borings were tested in our Anchorage laboratory. Two samples were also submitted to Coffman Engineers to evaluate the corrosivity potential of the soil samples. Presented in this report are descriptions of the site and project, subsurface exploration and laboratory test results, our interpretation of subsurface conditions, and our geotechnical engineering recommendations for design and construction of the proposed water main project.

Authorization to proceed with this work was received in the form of a professional services agreement from Mr. Pete Belleza, P.E. of CRW Engineering Group, Inc. (CRW) on March 26, 2013. Our work was conducted in general accordance with our February 20, 2013 proposal.

**2.0 SITE AND PROJECT DESCRIPTION**

The project is generally located along city Rights-of-Way (ROW) in a sparsely developed area north of Homer High School in Homer, Alaska. The proposed water main project generally follows a corridor from Quiet Creek Drive south along South Slope Drive, through the undeveloped Shellfish Avenue ROW, and south along Anderson Street to Mountain View Drive. The project area is primarily undeveloped with the exception of several single family residences along South Slope Drive and at the northern end of Anderson Street. In general, the project corridor is situated in an area of moderate relief that generally slopes downward toward the south. The Kenai Peninsula Borough's web-based GIS application indicates that much of the corridor (approximately 1,600 feet) is situated within an area mapped as "discharge slope" wetlands. Consequently, much of the area along Anderson Street and the Shellfish Avenue ROW is likely poorly drained and anticipated to be wet on the ground surface throughout much of the year. During our visit these areas were generally covered with several inches of aufeis. A



vicinity map indicating the general project location is presented as Figure 1. A site plan, included as Figure 2, shows prominent site features and the approximate boring locations.

We understand that the project generally consists of designing a new, 8-inch diameter water main which would connect to existing main lines that currently terminate at the eastern end of Mountain View Drive and at the intersection of South Slope Drive and Quiet Creek Drive. The proposed new water main is estimated to be approximately 2,600 feet long. We assume that likely construction methods include traditional open trench excavation or horizontal directional drilling (HDD).

### 3.0 SUBSURFACE EXPLORATIONS

Subsurface explorations for this study consisted of drilling and sampling eight borings, designated Borings B-1 through B-8 in the project area on April 3 and 4, 2013. The general boring locations were selected and marked in the field by City of Homer personnel prior to drilling and then adjusted in the field by our representative to avoid conflicts with buried utilities and accommodate the needs for drill rig setup. The boring locations, shown on Figure 2, were recorded with a handheld GPS unit that is generally considered accurate to within 20 feet horizontally. It should be noted that GPS accuracy may be affected by tree canopies, geographic features, and other atmospheric anomalies. Therefore the boring locations shown on the site plan should be considered approximate.

Drilling services for this project were provided by Discovery Drilling of Anchorage, Alaska, using a track mounted CME 850X drill rig. A geologist from our firm was present during drilling to locate the borings, observe drill action, collect samples, log subsurface conditions, and observe groundwater conditions.

The borings were advanced with 3<sup>1</sup>/<sub>4</sub>-inch inner diameter (ID), continuous flight, hollow-stem augers to depths ranging between 15.5 and 26.5 feet below ground surface (bgs). As the borings were advanced, samples were typically recovered using standard penetration test (SPT) methods at 2.5-foot intervals to 10 feet bgs then at 5-foot intervals to the bottom of the borings, where applicable. In the SPT method, samples are recovered by driving a 2-inch outer diameter (OD) split-spoon sampler into the bottom of the advancing hole with blows of a 140-pound hammer free falling 30 inches onto the drill rod. For each sample, the number of blows required to drive the sampler the final 12 inches of an 18-inch penetration into undisturbed soil is recorded. Blow counts are shown graphically on the boring log figures as “penetration resistance” and are displayed adjacent to sample depth. The penetration resistance values give a measure of the relative density (compactness) or consistency (stiffness) of cohesionless or cohesive soils,

respectively. In addition to the split spoon samples, a grab sample of the near-surface soils was collected from the auger cuttings in the upper 1.5 feet of each boring. An additional sample was also collected from approximately 7 to 9 feet bgs in Borings B-1 and B-8 with a 3-inch OD split-spoon sampler to facilitate corrosivity testing by Coffman Engineers.

The soils recovered during drilling were visually classified in the field and then these classifications were later verified selectively through laboratory analysis. Samples selected for gradation testing were classified according to the Unified Soils Classification System (USCS) that is presented in Appendix A, Figure A-1. Frost classifications were also estimated for samples based on laboratory testing (sieve analyses and P-200) and are shown on the boring logs. The frost classification system is presented in Appendix A, Figure A-2. Summary logs of the borings are presented in Appendix A, Figures A-3 through A-10.

After drilling, Borings B-2, B-4, and B-7 were completed by installing 1-inch, polyvinyl chloride (PVC) casings with slotted tips to facilitate observation of groundwater levels at a later date. The annular space between the borehole wall and casing was backfilled with cuttings produced during drilling activity. The well casings were generally left with about two feet of stickup above the ground surface, with the exception of the casing in Boring B-7, which was buried several inches below the gravel road surface. Installation details for the observation wells are shown on the corresponding boring log. The remaining borings were backfilled with cuttings removed during drilling.

#### **4.0 LABORATORY TESTING**

Laboratory tests were performed on selected samples recovered from the borings to confirm field classifications and to estimate the index properties of the soils encountered. The laboratory testing was formulated with emphasis on estimating the material gradation, water content, and plasticity characteristics.

Water content tests were performed in general accordance with ASTM International (ASTM) D2216. The results of the water content measurements are presented graphically on the boring logs in Appendix A, Figures A-3 through A-10.

Grain size classification (gradation) testing was performed to estimate the particle size distribution of selected samples recovered from the borings. The gradation testing generally followed the procedures described in ASTM C117/C136. The test results are presented in Appendix A, Figure A-11 and summarized on the boring logs as percent gravel, percent sand, and percent fines. Note that gradation testing indicates particle size only and visual classification

under USCS designates the entire fraction of soil finer than the Number 200 sieve as silt unless Atterberg limit data shows plasticity properties consistent with clay.

Atterberg limits were evaluated for several samples of predominantly fine-grained soils recovered during drilling. The tests were performed in accordance with ASTM D4318. This analysis provides information on the plasticity characteristics of the silt or clay. The results of this test are summarized in Appendix A, Figure A-12 and included on the boring logs.

Pocket penetrometer (PP) and torvane (TV) tests were performed in the field on samples of predominantly fine-grained and cohesive materials recovered from the borings. These tests provide an estimate of the unconfined compressive strength and shear strength of the sample, respectively. Test results are noted on the boring logs.

Two soil samples were submitted to Coffman Engineers for corrosivity evaluation. The samples were analyzed for pH and resistivity by ASTM G51-95 and ASTM G57-06, respectively. The corrosivity testing and evaluation results are presented in Appendix B.

## 5.0 SUBSURFACE CONDITIONS

The subsurface conditions encountered in our borings are presented graphically on the boring logs included in Appendix A, Figures A-3 through A-10. In general, our borings encountered a relatively thin mantle (generally less than 2 feet thick) of organics and organic soil overlying complexly interbedded silts, clays, and silty sands. Between 1.5 and 2.5 feet of granular fill material was also encountered at the ground surface in borings advanced through existing road surfaces (Borings B-1 and B-6 through B-8). In addition, the organic or organic rich soils encountered in the borings advanced in the undeveloped areas were generally not encountered in borings in the roadway. At the time of drilling, seasonal frost had generally penetrated to depths of about 1.5 to 3.5 feet. In our opinion, penetration resistance values in frozen materials do not represent actual soil relative density or consistency.

Fill materials were encountered in Borings B-1 and B-6 through B-8. In Boring B-1, the fill was observed to be about 1.5 feet thick and consisted of gravelly, silty sand. In Borings B-6 through B-8, the fills generally consisted of 1.5 to 2.5 feet of sandy gravel to slightly silty, sandy gravel. Siltier fill materials may have been encountered in Boring B-6 below the gravel fills to about 4.5 feet bgs, but a rock wedged in the sampling shoe precluded sample recovery. Based on laboratory testing, the fill materials encountered had moisture contents ranging from about 5 to 41 percent, with the higher value coming from a sample of fill recovered from Boring B-1. One

sample of fill material recovered from Boring B-7 was subjected to grainsize testing and contained about 5 percent fines.

Native soils in the project area typically consisted of less than about 2 feet of organics or organic soils overlying complexly interbedded silts, clays, and silty or clayey sands. In general the soils observed in our samples had a layered texture; however in Borings B-1, B-7, and B-8, some of the materials appeared to have a sheared/mixed texture that may indicate these layers were deposited in a colluvial environment or as mudflow type deposits. These sheared soil units also contained scattered, hard clay lumps, which, in our opinion, further indicate that this unit was not deposited through typical fluvial or lacustrine processes. We believe the unit was deposited during historical event/s and that the unit is not being subjected to current deformation or movements. Scattered coal particles and occasional thin roots and woody materials were also commonly observed in samples recovered during drilling. Based on penetration resistance values typically ranging between 1 and 13 blows per foot (bpf), these soils would be considered very loose to medium dense, where the materials were estimated to be frictional in nature, or very soft to stiff for materials exhibiting cohesive behavior. Note that higher penetration resistance values (greater than 34 bpf) were observed in samples below 23 feet bgs in Boring B-1, below about 15 feet bgs in Boring B-3, and below about 12 feet in Boring B-4, indicating that the project area may be underlain by a more consolidated soil unit at depth. Based on laboratory testing, the estimated fines contents of the native soils ranged between 32 and 81 percent and moisture contents ranged between 10 and 57 percent, excluding organic soils encountered in the upper 1 to 2 feet in some of the borings, which had moisture contents up to 274 percent. Based on Atterberg limits results from Borings B-2, B-4, B-6, and B-7, the native soils were generally classified as lean clay, with the exception of the sample from Boring B-7, which was classified as silt. Although finer grained deposits were predominant in our borings throughout the project area, gravelly pockets and gravel was encountered in Borings B-1, B-3, and B-4. We attempted to drill Boring B-3 to its completion depth twice, at locations within approximately 6 feet of each other, but the boring was terminated each time at about 15.5 feet bgs due to auger refusal, presumably on a boulder or other rock mass.

Groundwater was encountered at depths ranging between 5 and 13 feet bgs during drilling, with the exception of Borings B-2 and B-3 where soil conditions made it difficult to discern the presence of groundwater. On April 4, 2013, water levels were measured at depths ranging between 2.6 and 12.4 feet bgs in the piezometers installed in Borings B-2, B-4 and B-7. The water level measurement in Boring B-4 was taken less than 4 hours after drilling and it is our opinion that water in the borehole may have been upwardly displaced by backfilling operations after drilling, suggesting a higher groundwater level than is actually present. Note that water

levels may fluctuate by several feet seasonally and may vary during periods of high precipitation and rapid snow melt. Several inches of aufeis was observed on the ground surface while conducting our field work in the lowlying, wetland areas. In the summer months, it is likely that the ground surface in these areas will continue to be soft and spongy and may contain isolated areas of standing water.

Samples collected from approximately 7 to 9 feet bgs in Borings B-1 and B-8 were submitted to Coffman Engineers for a corrosivity evaluation. Based on the results of the Coffman Engineers report, the resistivity of the samples tested ranged between 2,900 and 4,900 ohm-cm in the 'as-found' state and the pH ranged between 6.89 and 6.91. The corrosivity report also notes that soil type, non-uniformity, and the presence of organics/coal will likely contribute to potential corrosion issues. Consistent with Coffman Engineers corrosivity evaluation, the soils at the approximate burial depth of 7 to 9 feet bgs should be considered corrosive. Coffman Engineers soil corrosivity evaluation report is presented in Appendix B.

## **6.0 ENGINEERING CONCLUSIONS**

Geotechnical considerations associated with this project consist of controlling excavation slopes, supporting the pipe loads, excavation backfill and compaction, repairing gravel road surfaces, addressing potential settlements, controlling construction drainage, and planning for possible dewatering needs for excavations below the groundwater table. The soils observed in our borings at the anticipated pipe depth generally consist of silty sand, silt, and clay. The materials were generally at or near saturation. Where tested, the fine-grained soil was generally about midway between the plastic and liquid limits. As such, we anticipate that the soils may be difficult to work with at their in-situ moisture contents.

The ground surface, particularly in the undeveloped ROW is anticipated to be soft and wet. The use of tundra mats or other techniques may be required to protect the ground surface. If possible, construction should be planned in late winter or early spring when the ground surface is frozen and the groundwater table will likely be near its seasonal low. However, backfill with frozen soils is not recommended.

### **6.1 Trench Excavation**

We anticipate that most of the pipe will be placed in trenches. We understand that the typical burial depth for new water utilities in Homer is 7 feet below the ground surface; therefore trenches will likely need to extend to depths of 8 to 9 feet bgs to account for the diameter of the pipe and development of the pipe bedding. The predominantly fine-grained, native soils

encountered by our borings will likely be sensitive to moisture, equipment vibration, and excavation activities and care should be taken during construction to minimize disturbance as much as possible. In addition, we recommend that a flat nose bucket be used at the bottom of excavations to minimize disturbance of the support soils. We also recommend that the trench bottom be probed by a qualified geotechnical engineer to identify soft or unsuitable soils. If fine-grained soils at the bottom of the trench become disturbed and unsuitable for support, they should be overexcavated and replaced with a granular fill, such as Type IV, as defined by the City of Homer, *Standard Construction Specifications, 2011(SCS)*, structural fill. Trenches should generally be constructed as presented in Figure 3.

During excavation, the soils above the water table may initially tend to stand relatively steeply due to cohesion and apparent cohesion associated with the soil moisture. However, as the soils dry, they will tend to ravel and slough to their natural angle of repose, which for planning purposes is estimated at about 2 horizontal (H) to 1 vertical (V). Below the water table, or if surface water is allowed to enter the trench, silty/clayey soils may soften, squeeze, or slump over time, or due to disturbance, to slopes of 3 or 4 H to 1 V or shallower. The actual slope and excavation bottom conditions should be made the responsibility of the contractor, who will be present on a day to day basis and can adjust efforts to obtain the needed stability and meet the applicable Alaska and Federal (OSHA) safety regulations.

Groundwater was encountered between approximately 5 and 13 feet bgs during drilling and measured in piezometers installed in Borings B-2, B-4, and B-7 at depths of about 6.2, 2.6, and 12.4 feet bgs, respectively. The soils observed below the water table generally had relatively high fines contents making it difficult to discern the presence of groundwater during drilling. Based on these observations, groundwater inflow may be relatively low through these materials. However, higher flow rates may occur through localized sand seams below the groundwater table. If wet conditions persist at the trench bottom, crushed aggregate may be used to stabilize the trench bottom (i.e. provide a firm unyielding surface on which to support the new pipe).

Depending on the depth of excavation below the groundwater table, dewatering may consist of using sumps and pumps with staged excavation. In our opinion, dewatering with sumps and pumps should only be used for excavations that penetrate 2 to 3 feet below the water table. If excavations will extend several feet below the water table, area-wide dewatering with well points may be necessary.

A portion of the project corridor is situated in areas designated as discharge wetlands which may contain springs and surface seeps. Depending on the hydrologic characteristics of the wetland, hydrostatic pressures may be present in the subsurface that may cause trench bottom instabilities

(ie. “quick” conditions) during excavation activities. These conditions may not be controllable by dewatering with sumps and pumps alone and a pressure relief wells may be needed to stabilize the trench bottom if “quick” conditions are encountered. Long term groundwater monitoring and additional surface and subsurface studies would be needed to develop a better understanding of the hydrology and hydrogeology of the discharge wetlands in the project area.

## **6.2 Pipe Bedding**

Silt and clay materials were encountered throughout our borings and will be expected in excavations for this project. As noted in Figure 3, we recommend bedding the pipe in a minimum of 6 inches of Class B bedding material (as defined by the City of Homer SCS), or bedding material recommended by the manufacturer. We also recommend that a woven geotextile be installed at the bottom of the excavation prior to placing the first lift of bedding material to reinforce the relatively loose or soft, native support soils during compaction of the pipe bedding. The geotextile fabric will also provide separation between the native soils and bedding materials. The fabric should extend up the sides of the trench wall to the top of the bedding and then be folded over to fully encapsulate the bedding layer. The fabric top and end seams may be joined by use of overlapping. A minimum of 12 inches of overlap is required. We recommend a Class 2 fabric as defined by the AASHTO M288. Tencate’s Mirafi 600X is an example of one material that meets these requirements.

The bedding and fill material around the pipe should be compacted to at least 95 percent of the Modified Proctor maximum dry density or per manufacturer recommendations to support and hold the pipe firmly in place. This recommendation will be difficult to achieve if soft soils remain within 6 inches of the pipe and the contractor may find it beneficial to plan for the excavation of an additional 2 feet of material and replacement with a City of Homer Type IV material to provide a working base.

## **6.3 Trench Backfill**

Below areas that may be developed with roadways (paved or gravel) or other structures, trench backfill should be placed in loose lifts and compacted to at least 95 percent of the Modified Proctor maximum dry density, as discussed in Section 6.8 below. In non-structural areas where improvements are expected to be limited to landscaping, less compaction is required and material may be placed in thicker lifts (up to 18 inches) and moderately compacted to achieve at least 90 percent compaction. Based on our field observations, the in-situ moisture content of the existing soils may be significantly above the optimum moisture content as determined by ASTM D1557. If so, the material will be difficult to place and compact. We recommend that the moisture

content of backfill generally be limited to within two percent of optimum. Some processing of the material may be required to achieve this.

Utility trenches should be backfilled with existing inorganic native soils placed in original stratigraphic sequence as much as practical between the top of the pipe bedding and the bottom of the road subgrade as discussed in Section 6.5, or to original ground surface in areas where no roadways are expected. This procedure limits the contrast between trench backfill and the surrounding soil conditions that can lead to adverse settlement or frost heave behavior. Bulking of backfill into trenches should be discouraged as this can cause variable subgrade support or voids and lead to differential movement and pavement distress. Existing inorganic soils (silts/clays) will likely become difficult to compact during construction due to the moisture, and the contractor may utilize City of Homer Type IV structural fill at the discretion of the Project Engineer. The Engineer may also elect to relax the compaction criteria for trench backfill in non-structural areas as long as the relaxation does not result in a linear depression at the ground surface that could accumulate water.

During backfill operations, we recommend that trench plugs be installed within the bedding material at approximately 100 to 200-foot intervals in the wetland areas to minimize disturbance to the local surface and subsurface hydrology. The trench plugs can generally be installed within and be encapsulated by the geotextile bedding wrap similar to the bedding materials. Unless required for constructability, separation fabric is not required between the bedding and trench plug materials. The trench plugs should generally be constructed of a low permeability material (ie. bentonite or neat cement) with a minimum width of 2 feet. Trench plugs should seal around the pipe and be keyed a minimum of 6 inches into native materials on all sides. If imported granular materials are used to backfill the trench, the trench plugs should extend to within 2 feet of the ground surface in undeveloped areas, or to the bottom of the road subgrade, where roadways are planned. If the trench plugs are extended as such, the portion of the plug above the bedding layer can be installed on top of the geotextile fabric and directly over the portion of the plug within the bedding.

#### **6.4 Trenchless Installations**

We understand that horizontal directional drilling (HDD) may be considered as a potential installation method. The recommendations included in the previous sections can be applied to excavations needed in support of trenchless techniques. The soils at the presumed burial depth of the water main are generally fine-grained and soft to medium stiff. Based on Atterberg limits results on four samples recovered from our borings, three samples were classified as lean clay and one sample was classified as low-plasticity silt. In our opinion, the main concern for a HDD



installation are the generally soft soil conditions encountered at the site, which may cause difficulty steering an HDD boring. The presence of sporadic sand seams below the groundwater table may also cause some difficulty in maintaining an open hole due to differing density values. Groundwater was generally observed at depths ranging from 3 to 12 feet bgs in piezometers installed during drilling. It should be noted that Boring B-3 was terminated at 15.5 feet bgs due to auger refusal (presumably on a boulder or bedrock) and Boring B-4 encountered very dense, gravelly soils below approximately 16 feet bgs. While these conditions were anomalous and generally below the anticipated burial depth of the proposed water main, the contractor should be prepared to encounter and deal with very dense soil conditions and occasional boulders, such as inferred near the bottom of Boring B-3.

## **6.5 Gravel Roadway Repairs**

Gravel surfaces will need to be repaired along South Slope Drive and Anderson Street where utility trenches or other excavations penetrate the existing roadways and driveways. The new surface must be able to support the anticipated applied loads from vehicles and we assume that the roads will continue to be primarily used for relatively lightly-loaded vehicle traffic with occasional truck traffic for maintenance and other services. We also assume that the grade of the existing roads will remain consistent with the current grades.

Our borings on South Slope Drive encountered 1.5 to 2.5 feet of relatively clean, gravel fill overlying native silts, clays, and silty/clayey sands. Boring B-6 encountered silty fill materials from below the gravel surface fills to a depth of about 4.5 feet bgs. Based on brief observations made during our visit, the existing road surface appeared to be in relatively good condition with minimal potholes and rutting. Boring B-1 along Anderson Street, encountered about 1.5 feet of gravelly, silty sand that appeared to be fill material overlying native silts and sands. The Anderson Street surface was covered with snow and ice during our visit and we were unable to make general observations regarding its condition. However, based on moisture and estimated fines content of a sample of the fill material from the road it is unlikely that this surfacing performs adequately during the spring thaw or precipitation events.

Assuming the roadways are performing as expected and/or will not be upgraded as part of this project, the thickness and materials used to repair the structural section should generally match the existing conditions. Based on our observations during drilling, a similar structural section should therefore consist of a minimum of 4 inches Surface Course and 1.5 feet of compacted Type I structural fill. If the entire road section were to be reconstructed we would recommend the use of a nonwoven geotextile separator at the base of the fill.

Excavations through road surfaces should be backfilled with native, inorganic soils, placed and compacted as outlined in Section 6.8, up to the bottom of the structural section. Fill materials placed below roadways should be compacted to the standards presented in Section 6.8. Gradation requirements for Type I and Surface Course are provided in Figure 4. Quality control inspection is strongly recommended when placing roadway support soils.

## **6.6 Settlements**

The magnitudes of the settlements that will develop around the new waterline are dependent upon the applied loads, the gradation properties of the bedding and fill material, and the care with which the bedding and structural fills are placed and compacted. Additionally, careful excavation and construction practices to minimize disturbance to support soils should be employed for this project. With proper soil type, placement, and compaction it is estimated that total maximum settlements will be limited to elastic deflection of the bedding, or about 1 inch or less, of which all of it may be differential over a length of approximately 50 feet.

Surface settlements should be relatively minor (less than 1-inch) provided the above trench excavation and backfill recommendations are followed. However, if compaction criteria are relaxed, significant settlement may be realized at the ground surface over time. The amount of settlement will depend on the materials used and the degree of compaction that was actually achieved.

## **6.7 Construction Drainage**

Based on our observations while drilling, and measurements in PVC casings installed in several borings, the water table in the project area was approximately 7 to 9 feet bgs. These groundwater depths suggest that groundwater will likely be encountered during excavation work. Dewatering with sumps and pumping equipment may be appropriate in excavations that do not penetrate more than 2 to 3 feet into water bearing zones. Local well points or other dewatering methods may be required if excavations extend more than several feet below the water table (see Section 6.1). These measures may also need to be used in tandem with temporary shoring or trench boxes to control trench walls. Also, construction should be staged so that a minimum length of trench is left open for as short a time as possible.

Given the predominantly fine-grained soils at the site, we anticipate that that well points would need to be relatively closely spaced (on the order of 10 feet apart or less) and will likely need to be used in conjunction with localized sumps and pumping equipment. We recommend that the contractor be required to submit an excavation plan once the utility layout and depths have been

determined. The excavation plan should describe the methods and sequencing for excavation as well as additional information for dewatering and shoring as necessary. The plan should highlight areas that may require dewatering and include details for the type or types of dewatering that will be undertaken (including, but not limited to, pump rates, estimate of total discharge, discharge locations, treatment, etc...). The excavation plan should also include the types and locations of shoring to be used and engineered plans for the shoring if required. We recommend that we be retained to review the excavation plan prior to authorizing work to proceed at the site to ensure that the plan contains the necessary information and is appropriate for the conditions at the site.

For preliminary planning purposes for trench excavation, we estimate that initial pumping rates would be less than 10 to 20 gallons per minute, assuming a 50-foot long by 8-foot wide trench in sandy silt/clay. The pumping rate is anticipated to decrease by about half after 12 hours of pumping. If sandy soils or layers are penetrated the volume of water would increase. The actual volume of water may vary significantly based on water levels at the time of construction and the actual conditions encountered, including the amount of saturated seams.

Another critical water condition during construction will likely be the control of surface and runoff waters entering excavations. Thus, the ground around open excavations should be contoured to direct surface water around the excavations. Excavation and backfilling work should be closely coordinated such that seepage and surface runoff is not allowed to collect and stand in open trenches for long time periods. Seepage from the trench walls may cause local running or sloughing of the soil, which may require the use of a trench box or shoring depending on the excavation slope angles and depth of the excavations. Exposed fine-grained or silty soils, including stockpiles, should be protected from additional moisture during construction as they are likely moisture sensitive and may lose significant strength if saturated.

## **6.8 Structural Fill and Compaction**

Structural fill may be needed for trench backfill and gravel road repair. Classified structural fill that is imported for this project should generally be granular soil free of organic material. We have recommended the use of Type I for trench bottom repairs and in the roadway structural section and Type IV materials for potential use as trench backfill. Gradation properties for these classified materials are included in Figure 4.

Based on limited laboratory test results from Boring B-7, the granular fill soils encountered along South Slope Drive (Borings B-6 through B-8) generally consist of sandy gravel with estimated fines content around 5 percent. These materials appear to meet the gradation

requirements for Type I classified fill as shown on Figure 4 and may be reused in the road structural section or other structural applications. The native soils generally consisted of silt, clay and silty/clayey sand with fines contents ranging between 32 and 81 percent fines and do not meet the gradation requirements for classified fill materials. Note that the native soils will likely be moisture sensitive and that special handling techniques (i.e. moisture control/protection, etc.) may need to be implemented. In addition, moisture sensitive materials that are exposed during site preparation activities should be protected from excess moisture prior to construction. Unconventional compaction (sheeps-foot roller or tracking) and moisture control (such as windrowing) techniques may be needed when working with moisture sensitive materials.

Structural fills below the roadways should be placed in lifts not to exceed 10 to 12 inches loose thickness, and compacted to at least 95 percent of the maximum dry density as determined by the Modified Proctor compaction procedure (ASTM D1557). Non-structural fills, including fills outside of the road prism or beneath landscape areas that are not subject to building or traffic loads, should be compacted to at least 90 percent of the Modified Proctor optimum dry density. Bulking of backfill into the trench should be discouraged as this can cause voids and lead to large future surface settlements. During fill placement, we recommend that large cobbles or boulders with dimensions in excess of 8 inches be removed from any structural fills.

## 7.0 CLOSURE AND LIMITATIONS

This report was prepared for the exclusive use of our client and their representatives for evaluating the site as it relates to the geotechnical aspects discussed herein. The conclusions contained in this report are based on site conditions as they were observed on the drilling date. It is assumed that the exploratory borings are representative of the subsurface conditions throughout the site, i.e., the subsurface conditions everywhere are not significantly different from those disclosed by the explorations.

If there is a substantial lapse of time between the submittal of this report and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, it is recommended that this report be reviewed to determine the applicability of the conclusions considering the changed conditions and time lapse. Unanticipated soil conditions are commonly encountered and cannot fully be determined by merely taking soil samples or advancing borings. Shannon & Wilson has prepared the attachments in Appendix C *Important Information About Your Geotechnical/Environmental Report* to assist you and others in understanding the use and limitations of the reports.

Copies of documents that may be relied upon by our client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson with a wet, blue ink signature. Files provided in electronic media format are furnished solely for the convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, or you question the authenticity of the report please contact the undersigned.

We appreciate this opportunity to be of service. Please contact the undersigned at (907) 561-2120 with questions or comments concerning the contents of this report.

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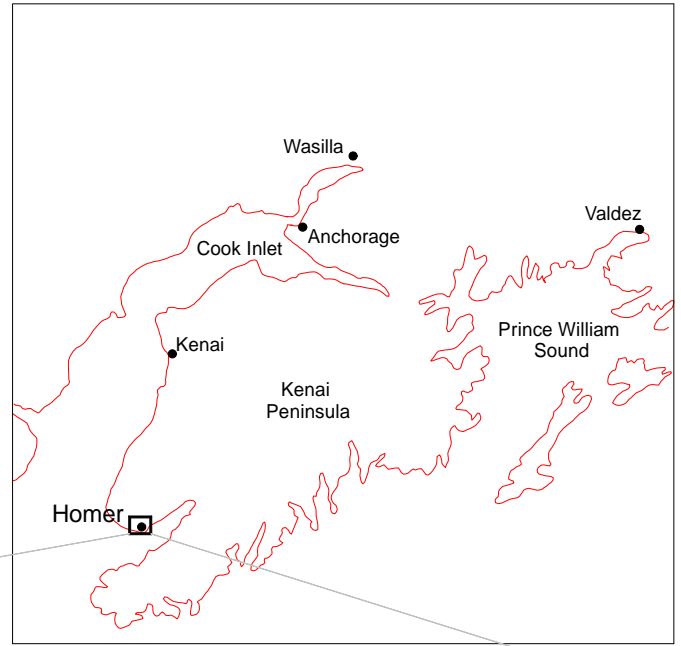
Ryan Collins  
Geotechnical Professional IV

RDC:EDA/sjg

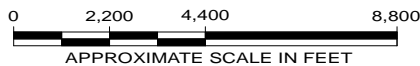


Eric Anderson, P.E.  
Senior Principle Engineer

# Project Location



Adapted from USGS Seldovia C-5 NE and Seldovia C-4 NW Quadrangles



Shellfish/South Slope Water Main  
Homer, Alaska

## VICINITY MAP

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**FIG. 1**



**LEGEND**

-  B-1 Approximate Location of Boring B-1 Advanced by Shannon & Wilson, Inc., April 2013

**NOTES**

1. Map adapted from aerial imagery provided by Google Earth Pro, reproduced by permission granted by Google Earth™ Mapping Service.
2. Wetland polygon taken from GIS data provided by the Kenai Peninsula Borough. Wetland extents should be considered approximate.

Shellfish/South Slope Water Main  
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**SITE PLAN**

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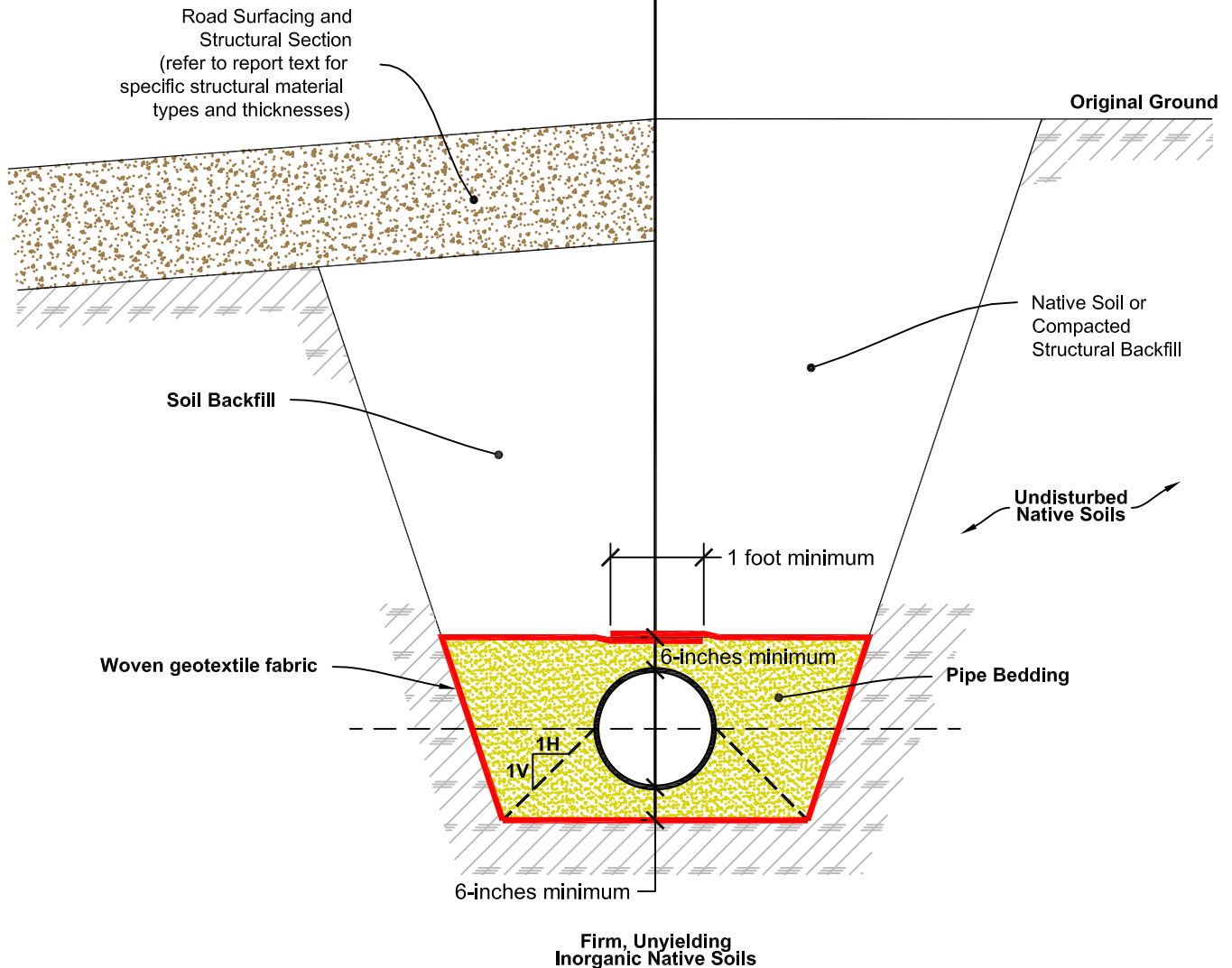
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**FIG. 2**

## Trench Under Roadway Areas

## Trench Under Non-Structural Areas



## NOTES

1. Trench backfill under roadway areas should be placed in loose lifts not to exceed 12 inches and compacted to at least 95 percent of its maximum dry density as determined by ASTM D-1557.
2. Trench backfill under non-structural areas should be placed in loose lifts not to exceed 18 inches and compacted to at least 90 percent of its maximum dry density as determined by ASTM D-1557.
3. Pipe bedding should conform to City of Homer Class B bedding material.
4. Pipe bedding and cover thickness shown above should be used absent pipe manufacturer requirements.
5. Woven geotextile fabric shall line the bottom of the trench and extend around the sides and over the top of the bedding to fully encapsulate the bedding material.
6. OSHA requires slope protection and support for all trenches greater than 4 feet deep. Side slope requirements are variable depending upon soil type and the duration of time in which the trench remains open. The contractor should be made responsible for compliance to these regulations as he/she is at the project on a day to day basis, is aware of the changing conditions and has authority to direct work.

Shellfish/South Slope Water Main  
Homer, Alaska

## UTILITY TRENCH DETAIL

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FIG. 3



# GRADATION REQUIREMENTS

(Adapted from City of Homer  
Standard Construction Specifications, 2011)

## SURFACE COURSE\*

U.S. STANDARD SIEVE SIZE		PERCENT PASSING BY WEIGHT
English	Metric	
1 in.	25 mm	100
3/4 in.	19 mm	70 - 100
3/8 in.	9.5 mm	50 - 85
No. 4	4.75 mm	35 - 65
No. 8	2.36 mm	20 - 50
No. 50	0.30 mm	15 - 30
No. 200	0.075 mm	8 - 15

## TYPE I

U.S. STANDARD SIEVE SIZE		PERCENT PASSING BY WEIGHT
3 in.	75 mm	100
3/8 in.	9.5 mm	56 - 100
No. 10	2.00 mm	30 - 64
No. 40	0.425 mm	9 - 34
No. 200	0.075 mm	0 - 6

## TYPE IV

U.S. STANDARD SIEVE SIZE		PERCENT PASSING BY WEIGHT
No. 200	0.075 mm	12 Max. on minus 3-inch portion

## CLASS B BEDDING

U.S. STANDARD SIEVE SIZE		PERCENT PASSING BY WEIGHT
3/4 in.	19 mm	100
3/8 in.	9.5 mm	56 - 100
No. 10	2.00 mm	30 - 64
No. 40	0.425 mm	9 - 34
No. 200	0.075 mm	0 - 6

\* Surface course adapted from ADOT 2004 Standard Specifications for Highway Construction

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## GRADATION REQUIREMENTS

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**FIG. 4**










**APPENDIX A**

**BORING LOGS AND  
GEOTECHNICAL LABORATORY TEST RESULTS**

**FIGURES**

A-1	Soil Classification Legend
A-2	Frost Classification Legend
A-3	Log of Boring B-1
A-4	Log of Boring B-2
A-5	Log of Boring B-3
A-6	Log of Boring B-4
A-7	Log of Boring B-5
A-8	Log of Boring B-6
A-9	Log of Boring B-7
A-10	Log of Boring B-8
A-11	Grain Size Classification
A-12	Atterberg Limits Results

# Unified Soil Classification System

GROUP NAME Criteria for Assigning Group Names and Group Symbols			Soil Classification Group Symbol with Generalized Group Descriptions			
<b>COARSE-GRAINED SOILS</b> more than 50% retained on No. 200 sieve	<b>GRAVELS</b> 50% or more of coarse fraction retained on No. 4 sieve	Clean GRAVELS Less than 5% fines		GW Well-graded Gravels		
		GRAVELS with fines More than 12% fines		GP Poorly-graded Gravels		
		<b>SANDS</b> More than 50% of coarse fraction passes No. 4 sieve	Clean SANDS Less than 5% fines		SW Well-graded Sands	
			SANDS with fines More than 12% fines		SP Poorly-graded Sands	
	<b>FINE-GRAINED SOILS</b> 50% or more passes the No. 200 sieve	<b>SILTS AND CLAYS</b> Liquid limit 50% or less	INORGANIC		ML Non-plastic & Low-plasticity Silts	
			ORGANIC		OL Non-plastic and Low-plasticity Organic Clays Non-plastic and Low-plasticity Organic Silts	
			<b>SILTS AND CLAYS</b> Liquid limit greater than 50%	INORGANIC		CH High-plasticity Clays
				ORGANIC		MH High-plasticity Silts
<b>HIGHLY ORGANIC SOILS</b>		Primarily organic matter, dark in color, and organic odor			PT Peat	

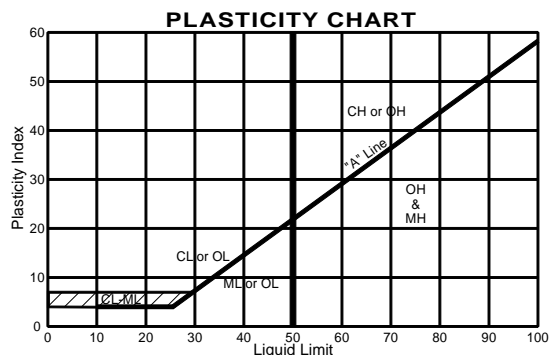
### Descriptive Terminology Denoting Component Proportions

Description	Range of Proportion
Add the adjective "slightly"	5 - 12%
Add soil adjective <sup>(a)</sup>	12 - 50%

(a) Use gravelly, sandy, or silty as appropriate  
 NOTE: The soil descriptions used in the boring logs lists constituents from smallest percentage to largest percentage.

### Organic Content

Adjective	Percent by Volume
Occasional	0-1
Scattered	1-10
Numerous	10-30
Organic	30-50, minor constituent
Peat	50-100, MAJOR constituent



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## SOIL CLASSIFICATION LEGEND

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# FROST CLASSIFICATION

(after Municipality of Anchorage, 2007)

GROUP		0.02 Mil.	P-200*	USC SYSTEM (based on P-200 results)
NFS	Sandy Soils	0 to 3	0 to 6	SW, SP, SW-SM, SP-SM
	Gravelly Soils	0 to 3	0 to 6	GW, GP, GW-GM, GP-GM
F1	Gravelly Soils	3 to 10	6 to 13	GM, GW-GM, GP-GM
F2	Sandy Soils	3 to 15	6 to 19	SP-SM, SW-SM, SM
	Gravelly Soils	10 to 20	13 to 25	GM
F3	Sands, except very fine silty sands**	Over 15	Over 19	SM, SC
	Gravelly Soils	Over 20	Over 25	GM, GC
	Clays, PI>12			CL, CH
F4	All Silts			ML, MH
	Very fine silty sands**	Over 15	Over 19	SM, SC
	Clays, PI<12			CL, CL-ML
	Varved clays and other fined grained, banded sediments			CL and ML CL, ML, and SM; SL, SH, and ML; CL, CH, ML, and SM

P-200 = Percent passing the number 200 sieve  
 0.02 Mil. = Percent material below 0.02 millimeter grain size

\*Approximate P-200 value equivalent for frost classification.  
 Value range based on typical, well-graded soil curves.

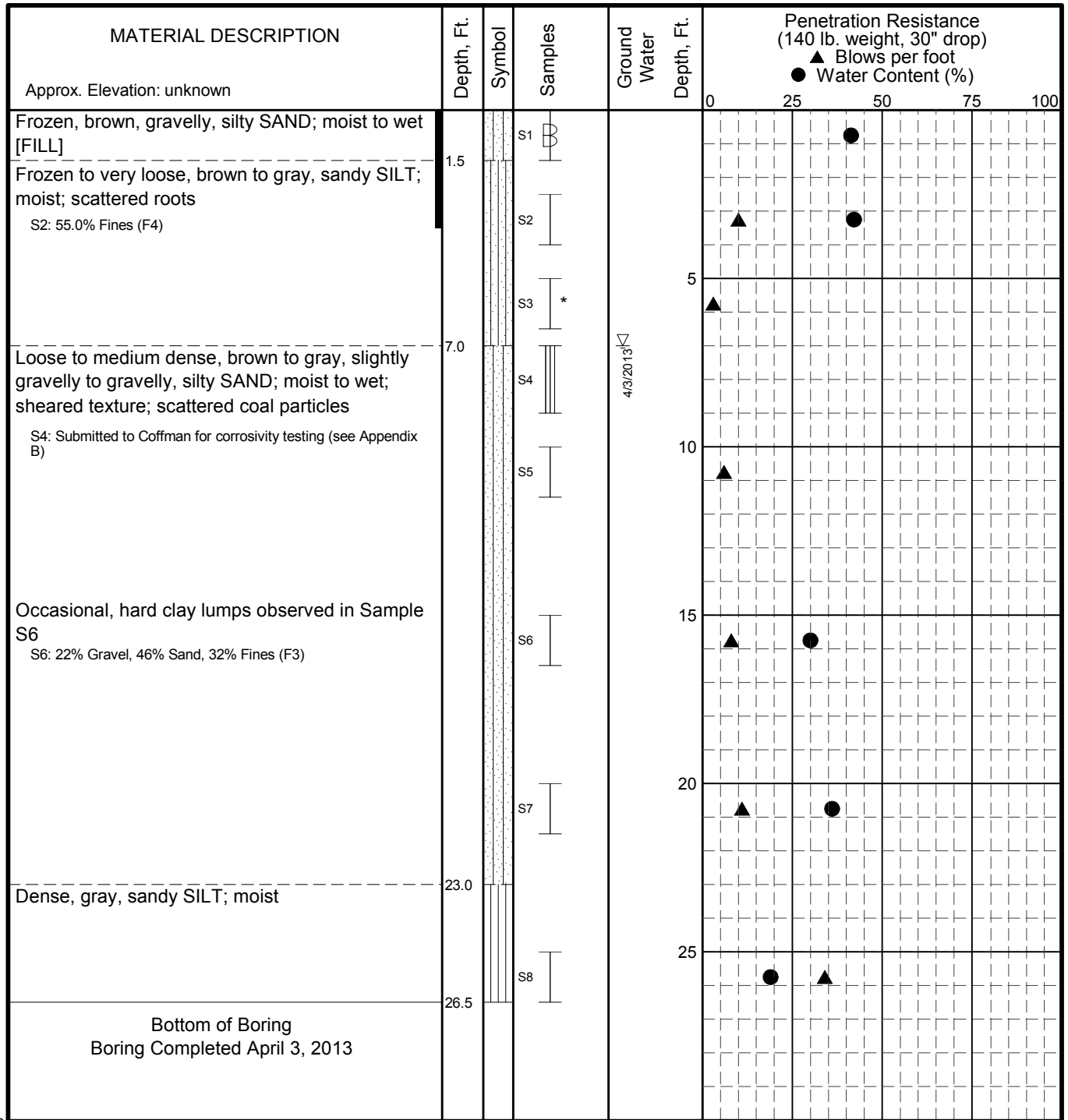
\*\* Very fine sand : greater than 50% of sand fraction passing the number 100 sieve

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## FROST CLASSIFICATION LEGEND

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**LEGEND**

- \* Sample Not Recovered
- ▭ 2" O.D. Split Spoon Sample
- ▭ 3" O.D. Split Spoon Sample
- Frozen

▽ Ground Water Level At Time Of Drilling

● Water Content (%)  
 Plastic Limit —●— Liquid Limit  
 Natural Water Content

**NOTES**

1. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
2. The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
3. Water level, if indicated above, is for the date specified and may vary.
4. PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

Shellfish/South Slope Water Main  
Homer, Alaska

**LOG OF BORING B-1**

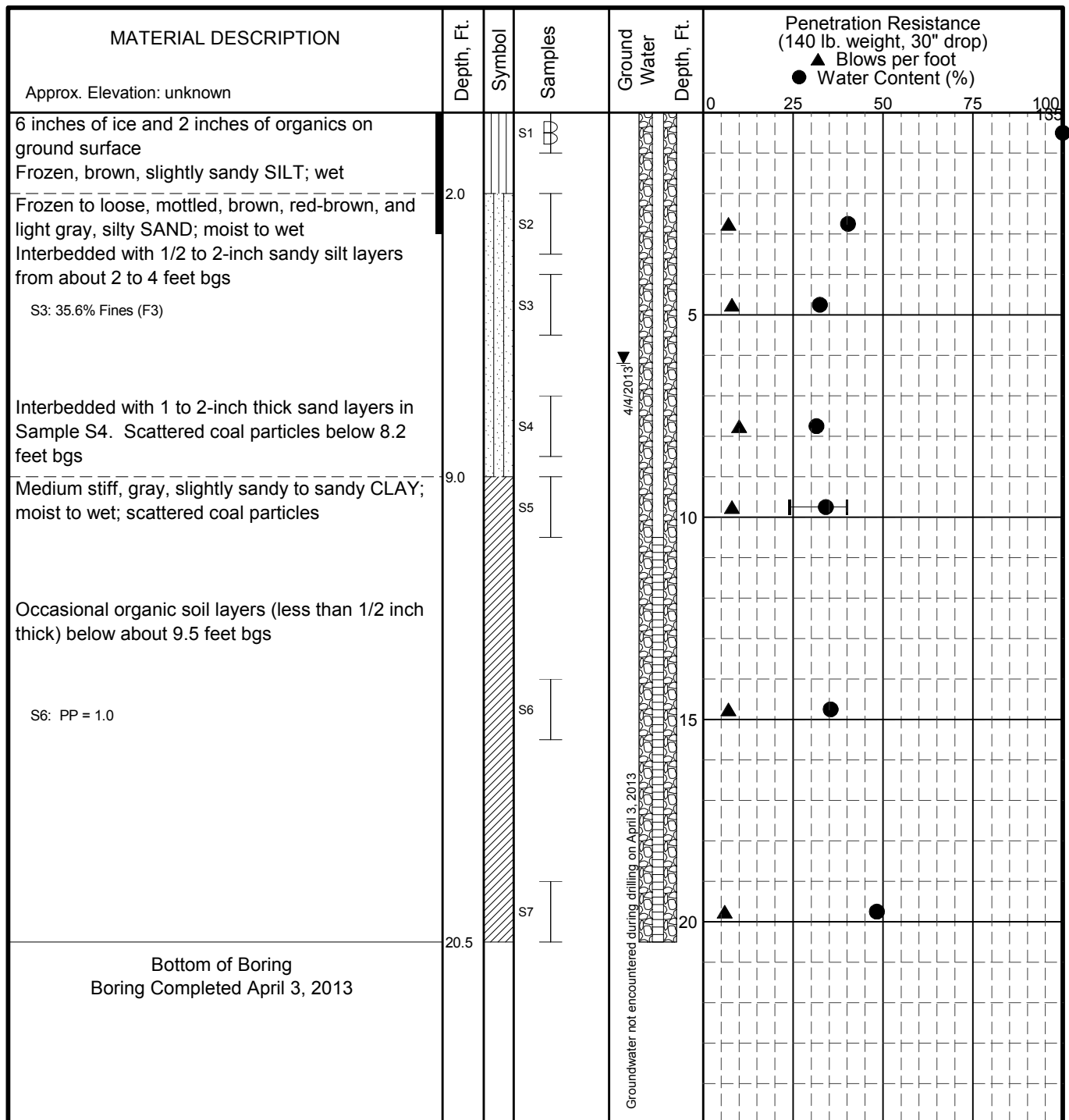
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**FIG. A-3**

GEOTECHNICAL LOG 02303 LOGS.GPJ S&W GEO1.GDT 5/21/13



**LEGEND**

- \* Sample Not Recovered
- ▬ 2" O.D. Split Spoon Sample
- ▬ 3" O.D. Split Spoon Sample
- Frozen
- ▼ Static Water Level
- ▨ Blank Section, Cuttings Backfill
- ▨ Slotted Section, Cuttings Backfill

- Water Content (%)
- Liquid Limit
- Plastic Limit
- Natural Water Content

**NOTES**

- The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
- The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
- Water level, if indicated above, is for the date specified and may vary.
- PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

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Homer, Alaska

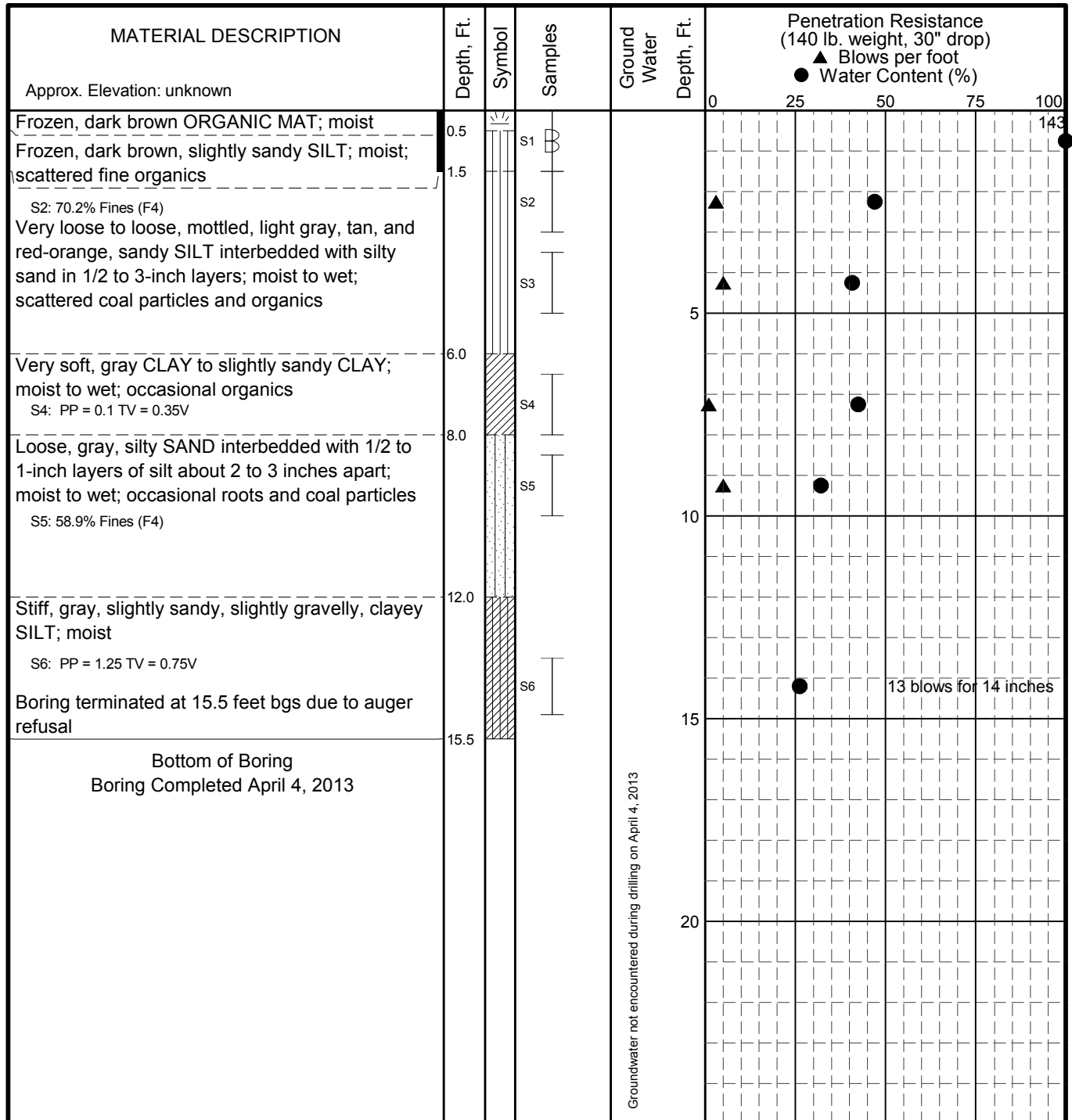
**LOG OF BORING B-2**

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**FIG. A-4**



**LEGEND**

- \* Sample Not Recovered
- ⊓ 2" O.D. Split Spoon Sample
- ⊓ 3" O.D. Split Spoon Sample
- Frozen

- Water Content (%)
- Liquid Limit
- Plastic Limit
- Natural Water Content

**NOTES**

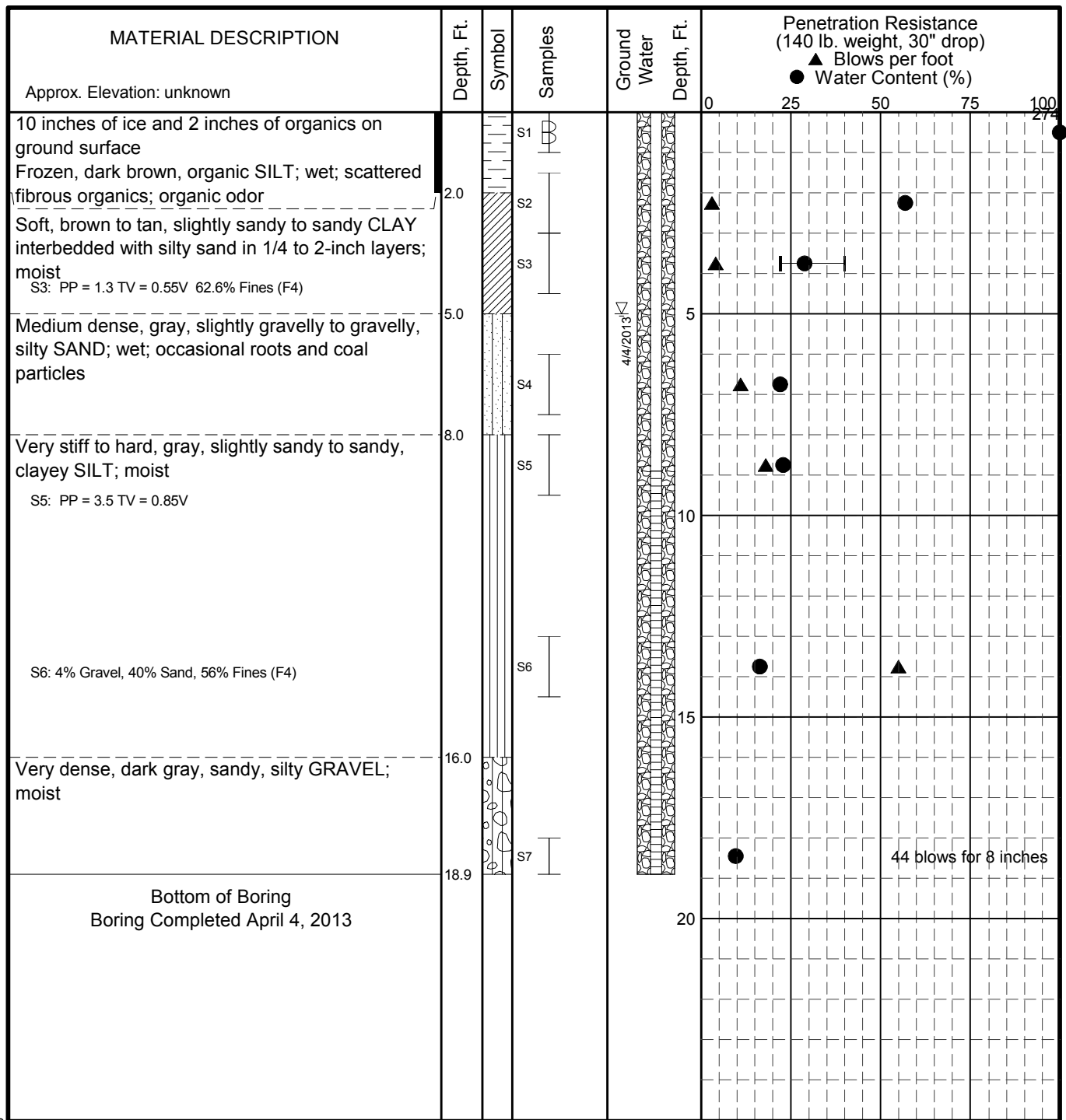
1. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
2. The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
3. Water level, if indicated above, is for the date specified and may vary.
4. PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

Shellfish/South Slope Water Main  
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**LOG OF BORING B-3**

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**LEGEND**

- \* Sample Not Recovered
- ▬ 2" O.D. Split Spoon Sample
- ▬ 3" O.D. Split Spoon Sample
- Frozen
- ▽ Ground Water Level At Time Of Drilling
- Blank Section, Cuttings Backfill
- Slotted Section, Cuttings Backfill
- Water Content (%)
- Plastic Limit —●— Liquid Limit
- Natural Water Content

**NOTES**

- The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
- The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
- Water level, if indicated above, is for the date specified and may vary.
- PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

Shellfish/South Slope Water Main  
Homer, Alaska

**LOG OF BORING B-4**

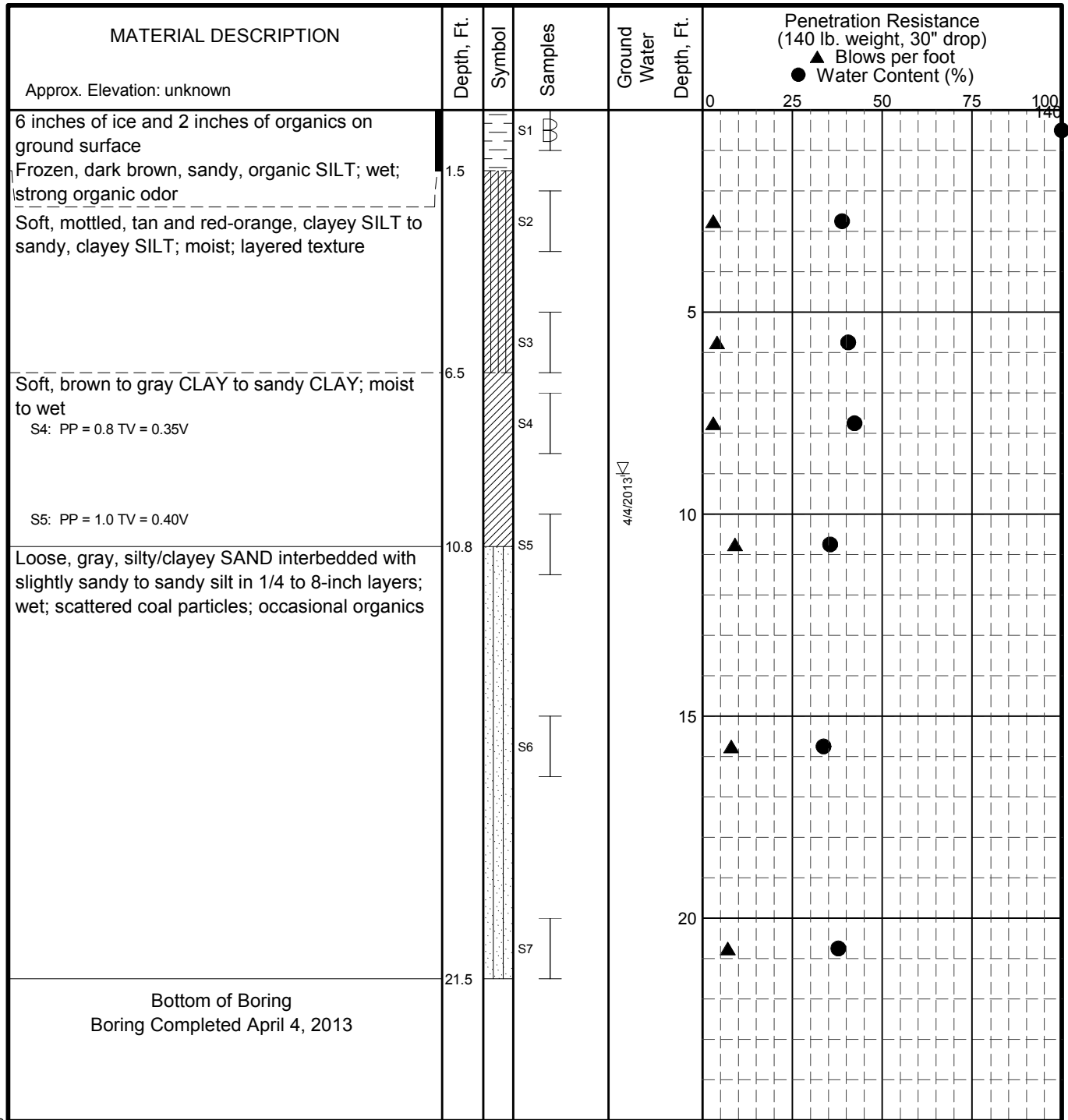
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**FIG. A-6**





**LEGEND**

- \* Sample Not Recovered
- ⊥ 2" O.D. Split Spoon Sample
- ⊥ 3" O.D. Split Spoon Sample
- Frozen

∇ Ground Water Level At Time Of Drilling

● Water Content (%)  
 Plastic Limit —●— Liquid Limit  
 Natural Water Content

**NOTES**

1. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
2. The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
3. Water level, if indicated above, is for the date specified and may vary.
4. PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

Shellfish/South Slope Water Main  
Homer, Alaska

**LOG OF BORING B-5**

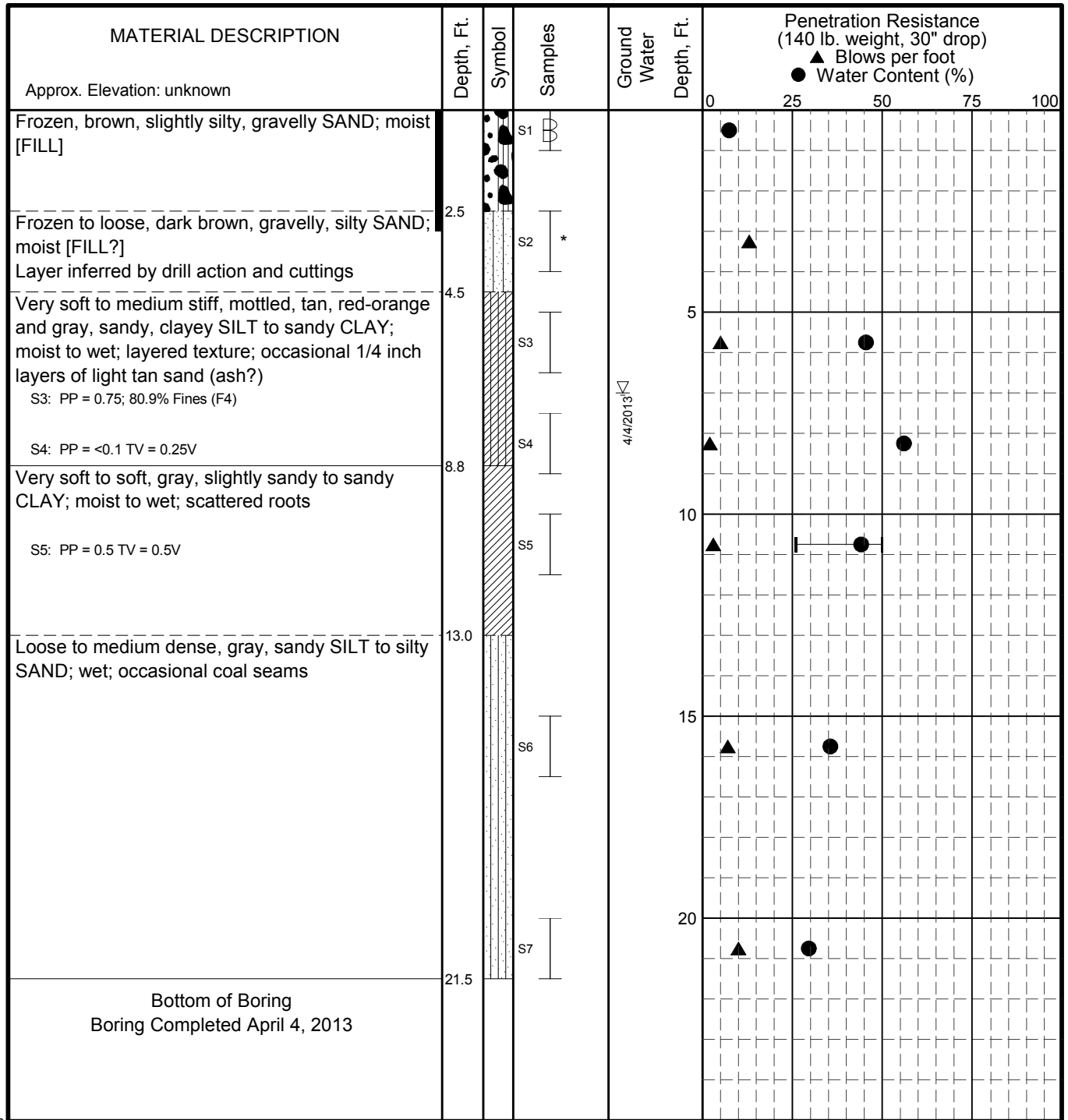
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**FIG. A-7**

GEOTECHNICAL LOG 02303 LOGS.GPJ S&W GEO1.GDT 5/21/13



**LEGEND**

- \* Sample Not Recovered
- ⊥ 2" O.D. Split Spoon Sample
- ⊥ 3" O.D. Split Spoon Sample
- Frozen

∇ Ground Water Level At Time Of Drilling

● Water Content (%)  
 Plastic Limit —●— Liquid Limit  
 Natural Water Content

**NOTES**

- The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
- The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
- Water level, if indicated above, is for the date specified and may vary.
- PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

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Homer, Alaska

**LOG OF BORING B-6**

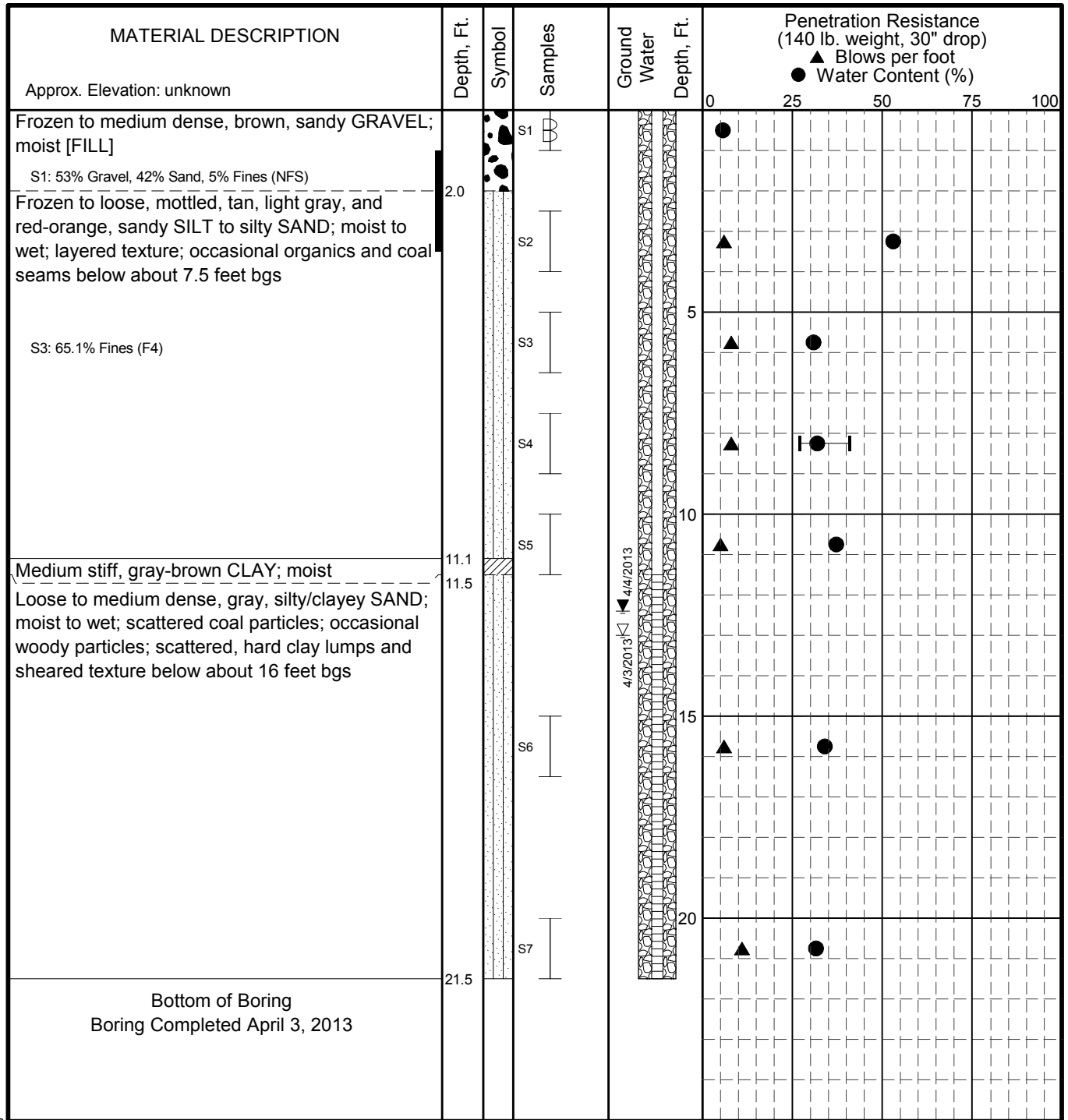
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**FIG. A-8**

GEOTECHNICAL LOG 02303 LOGS.GPJ S&W GEO1.GDT 5/21/13



**LEGEND**

- \* Sample Not Recovered
- 2" O.D. Split Spoon Sample
- 3" O.D. Split Spoon Sample
- Frozen
- ▽ Ground Water Level At Time Of Drilling
- ▼ Static Water Level
- Blank Section, Cuttings Backfill
- Slotted Section, Cuttings Backfill

- Water Content (%)
- Plastic Limit —●— Liquid Limit
- Natural Water Content

**NOTES**

- The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
- The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
- Water level, if indicated above, is for the date specified and may vary.
- PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

Shellfish/South Slope Water Main  
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**LOG OF BORING B-7**

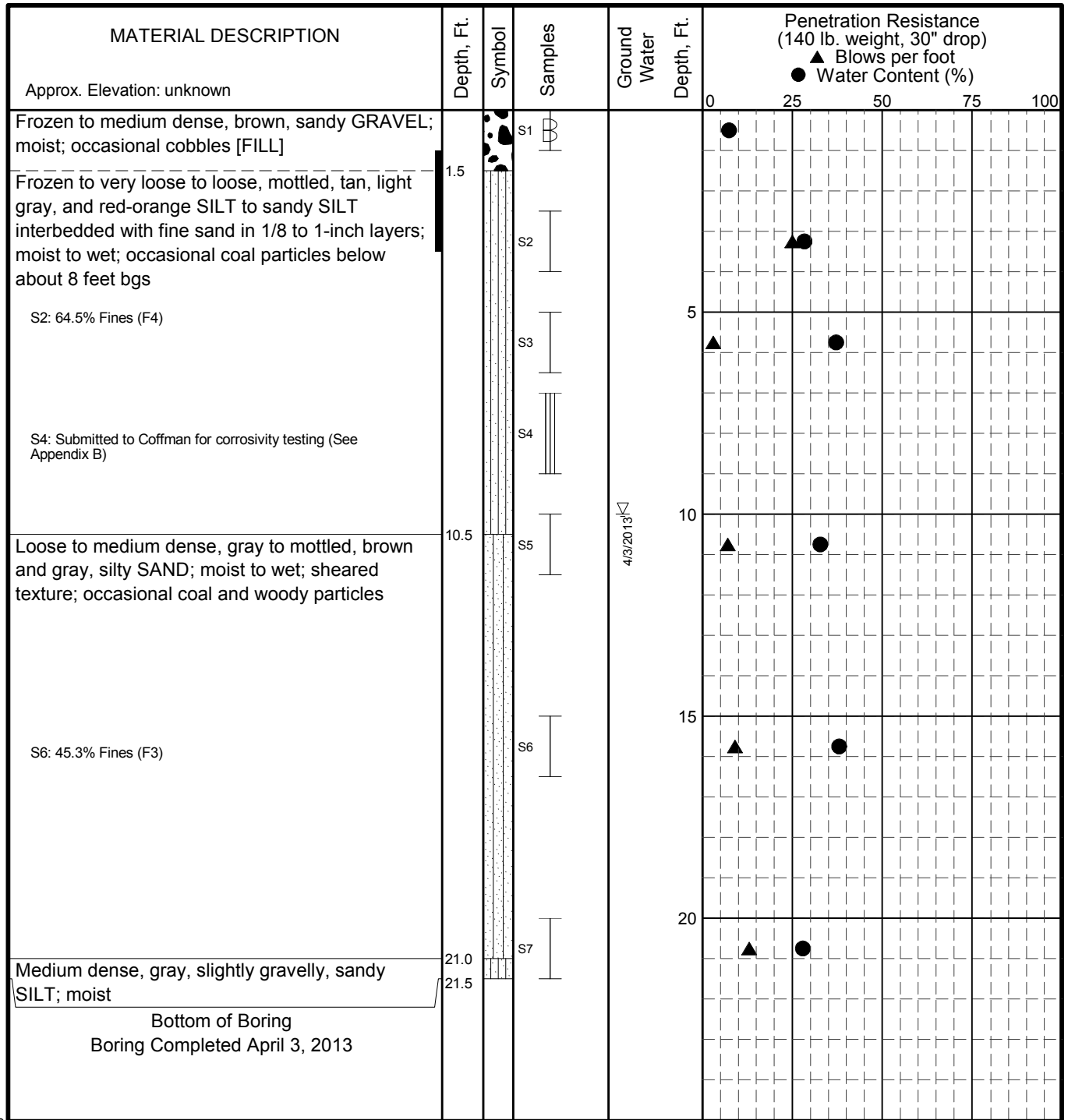
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**FIG. A-9**

GEOTECHNICAL LOG 02303 LOGS.GPJ S&W GEO1.GDT 5/21/13



**LEGEND**

- \* Sample Not Recovered
- ▭ 2" O.D. Split Spoon Sample
- ▭ 3" O.D. Split Spoon Sample
- Frozen
- ▽ Ground Water Level At Time Of Drilling
- Water Content (%)
- Plastic Limit
- Liquid Limit
- Natural Water Content

**NOTES**

- The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
- The discussion in the text of this report is necessary for a proper understanding of the nature of subsurface materials.
- Water level, if indicated above, is for the date specified and may vary.
- PP (Pocket Penetrometer) tests estimate Unconfined Compressive Strength of Cohesive Soils. TV (Torvane) tests estimate the Undrained Shear Strength of Cohesive Soils. All measurements in tons per square foot.

Shellfish/South Slope Water Main  
Homer, Alaska

**LOG OF BORING B-8**

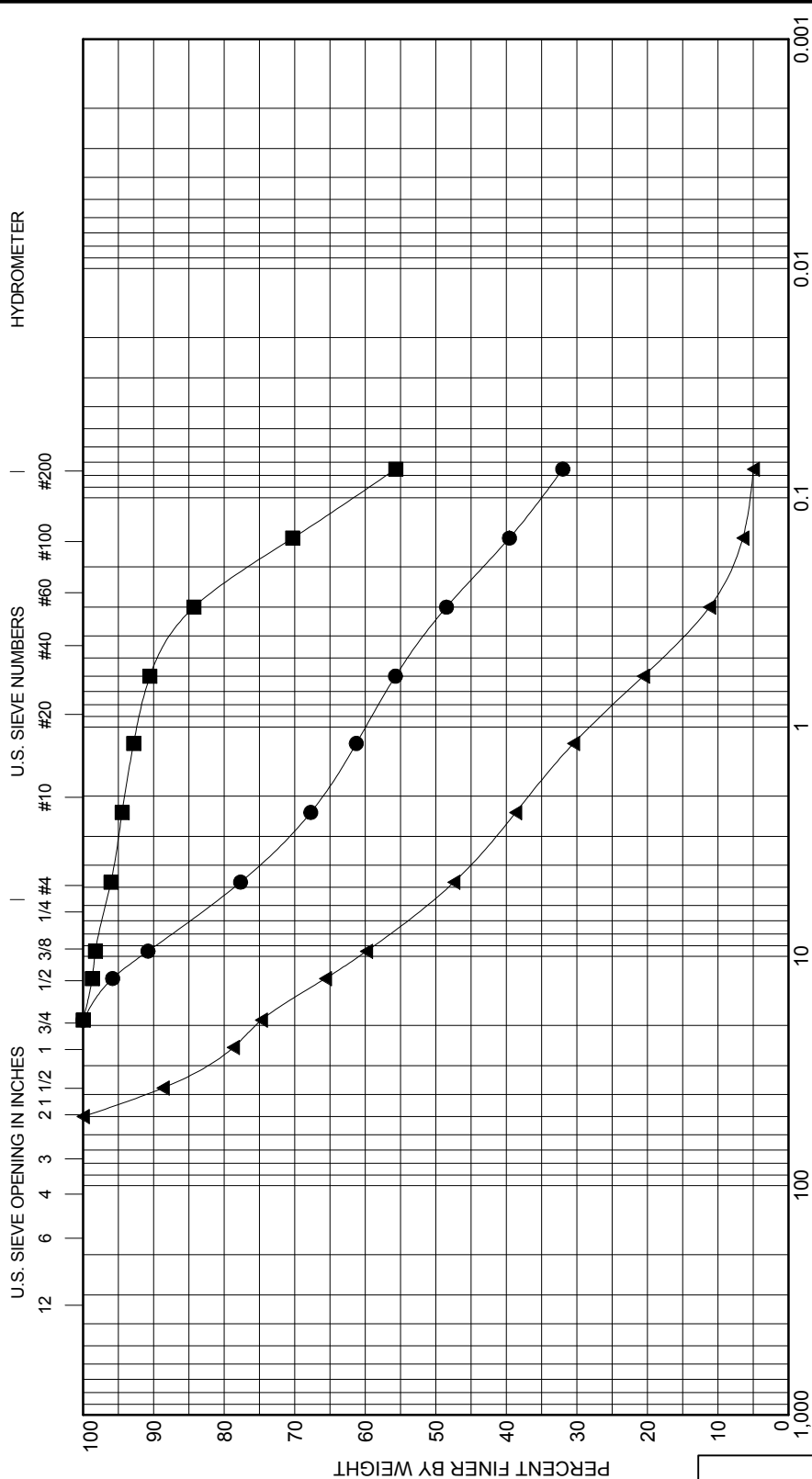
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**FIG. A-10**

GEOTECHNICAL LOG 02303 LOGS.GPJ S&W GE01.GDT 5/21/13



Sample	Depth, Ft	GRAVEL						SAND			SILT OR CLAY						
		coarse	fine	coarse	medium	fine	LL	PL	PI	Cc	Cu						
● B-1 S6	15.0 - 16.5	<b>Gravelly, silty SAND [SM]</b>															
■ B-4 S6	13.0 - 14.5	<b>Sandy SILT [ML]</b>															
▲ B-7 S1	0.0 - 1.5	<b>Sandy GRAVEL [GP-GM]</b>															
Sample	Depth, Ft	D100	D60	D30	D10	D5	%Gravel	%Sand	%Silt	%Clay							
● B-1 S6	15.0 - 16.5	19	1.01				22	46	32								
■ B-4 S6	13.0 - 14.5	19	0.09				4	40	56								
▲ B-7 S1	0.0 - 1.5	50	9.58	1.14	0.25		53	42	5								

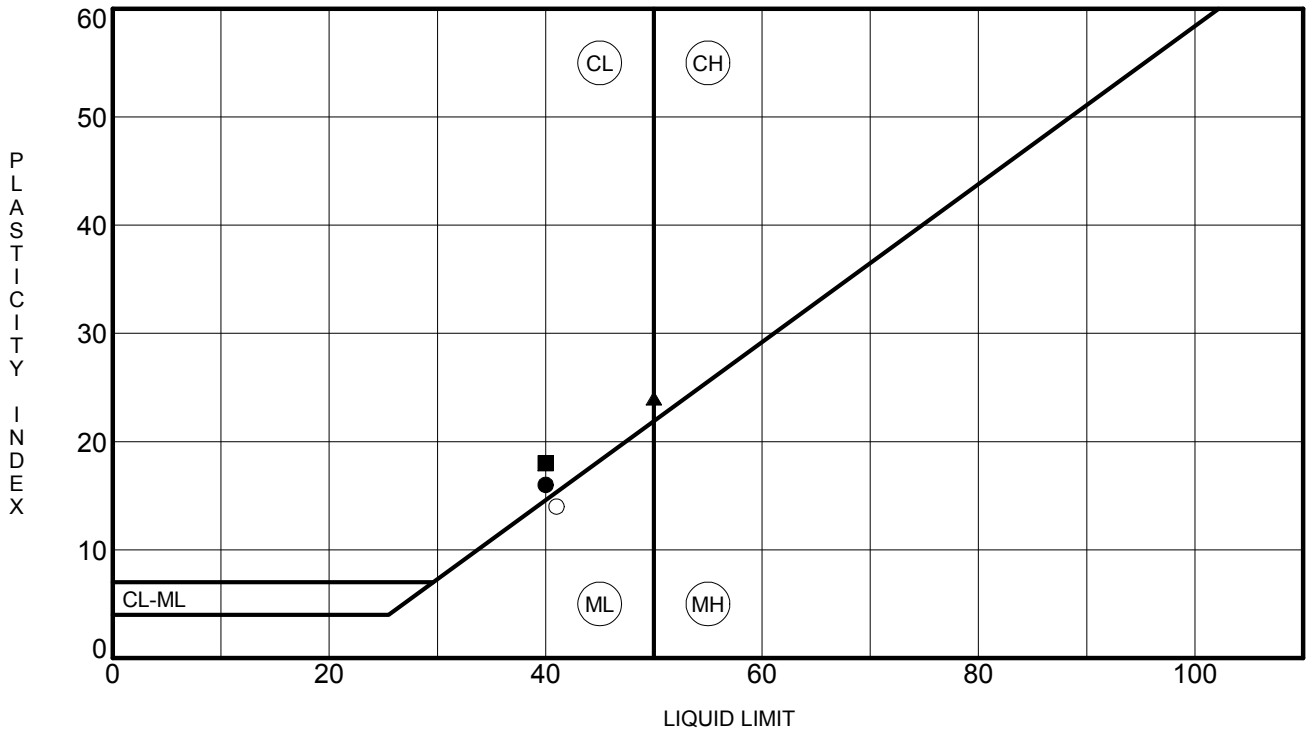
Shellfish/South Slope Water Main  
Homer, Alaska

**GRAIN SIZE CLASSIFICATION**

May 2013 32-1-02303

**SHANNON & WILSON, INC.**  
 Geotechnical and Environmental Consultants

**FIG. A-11**



Boring	Depth, Ft	LL	PL	PI	Fines	Classification
● B-2	9.0 - 10.5	40	24	16		CL
■ B-4	3.0 - 4.5	40	22	18		CL
▲ B-6	10.0 - 11.5	50	26	24		CL
○ B-7	7.5 - 9.0	41	27	14		ML

Shellfish/South Slope Water Main  
Homer, Alaska

---

**ATTERBERG LIMITS RESULTS**

May 2013 32-1-02303

**SW** SHANNON & WILSON, INC.  
Geotechnical and Environmental Consultants **FIG. A-12**

## **Project Permits and Approvals**

**The following pages are permitting authorization by the Governing agencies which outlines conditions Under which the work shall be performed.**

**Corps of Engineers: Authorization documents Department of the Army Nationwide Permit #12 REGULATIONS**

**Alaska Department of Environmental Conservation Approval (PR#9331 and #9292)**



September 25, 2014

Mr. Carey Meyer  
Public Works Director  
City of Homer  
3575 Heath Street  
Homer, AK 99603

RE: City of Homer Community Public Water System (PWS) PWS ID# 240456  
Shellfish-South Slope Water Main Extension  
Conditional Construction Approval (PR# 9331)

Dear Mr. Meyer:

We have reviewed the plans, specifications and the request for approval to construct the Shellfish-South Slope water main extension in Homer. This information was received in this office on July 10, 2014 with additional information received September 9, 2014. Conditional construction approval is granted. This letter and the enclosed "Construction and Operation Certificate" are the written approval required by State of Alaska Drinking Water Regulations, 18 AAC 80. Please use the noted public water system identification (PWSID#) and project numbers (PR#) to identify this project.

***Please review the conditions listed below and assure compliance with all conditions before beginning construction. Interim and Final Approvals to Operate may be withheld unless all conditions are met.***

**Project-specific conditions of approval:**

1. The water main extension is designed to interconnect the existing water distribution mains along Mountain View Drive and South Slope Drive and has the capacity to provide for a 2800 gpm fire flow demand. This approval is limited to the construction of:

<b>WATER MAIN EXTENSION SUMMARY</b>		
<b>CLASSIFICATION</b>	COMMUNITY	PWSID# 240456
<b>PIPING &amp; APPURTENANCES</b>	1660 LINEAR FEET OF 8 INCH HDPE SDR 11	950 LINEAR FEET OF 10 INCH HDPE SDR11
	FOUR HYDRANTS	3 VALVES AT TEES AND 4 VALVES AT CROSSES
<b>FUTURE PEAK DEMAND</b>	470 GPM	BASED ON 35 LOTS SERVED AND TANK FILL RATE

2. The sewer service shown on sheet C1 may not be extended to serve another lot without the approval of the Drinking Water Program, and the wastewater program of the Division of Water. Review will be required as additional services on this line will change the categorization from a service line to a



wastewater main.

**General conditions of approval:**

1. A minimum separation distance of 10 feet must be maintained between all drinking water lines and wastewater sewer lines and appurtenances (including sewer manholes), as measured from the closest edges of each component. If this distance cannot be met, a separation distance waiver must be requested and granted prior to construction. *Record drawings for the project must include details adequate to confirm that the prescriptive requirements for crossings of water and sewer mains have been met during construction.*
2. All materials used in this water system that will contact potable water must be lead-free and approved for that use by NSF International, Underwriter Laboratories (UL), or an equivalent organization that evaluates products using NSF/ANSI Standard 61. In the absence of NSF/ANSI 61 certification, materials must be approved by the Department on a case-by-case basis prior to construction.
3. Deviations from approved plans which affect capacity, flow, operation, major design of units, materials of major system components, or separation distances, must be approved in writing by this office prior to their implementation.
4. Water containing chlorine used during the disinfection process must be properly managed. This will require chlorine neutralization or disposal in an appropriate wastewater treatment and disposal system. This water must be managed to avoid adverse effects on groundwater, surface water or the environment.
5. This approval is valid for two years from the date of this letter. If the applicant fails to construct, install, alter, renovate, or improve the water system within two years, the approval is void and the plans and information required under 18 AAC 80.210(a) must be resubmitted for Department review and approval. If during the two-year period, the site conditions, plans, and information, and requirements of this chapter do not change, and if the applicant pays the fee required by 18 AAC 80.1910(b)(12), the Department may grant the applicant an extension.
6. This approval is also contingent upon your receipt of any other state, federal or local authorizations which are required for your project. You are required to obtain all other necessary authorizations before proceeding with your project.

**Interim Approval to Operate request requirements:**

Upon completion of construction and **prior to serving water**, provide the following information with a request for Interim Approval to Operate:

**1. The project engineer must certify:**

- construction has been completed under the direction of a registered engineer in accordance with the DEC approved plans;
- only lead-free and NSF/ANSI 61 listed materials were used in the construction and only NSF/ANSI 60 listed chemicals are provided for water treatment;
- the system was successfully pressure tested;
- the system was properly disinfected and verified to be free of Coliform bacteria in accordance with applicable AWWA standards or methods approved by the department prior to construction. Please assure that the proper number of Coliform samples, taken at the proper

locations over the appropriate time period, have been completed and the results submitted to the department as verification;

- all applicable minimum separation distance requirements have been met during construction. For conditional waiver approvals of separation distance requirements, provide confirmation that all conditions were met; and
- all conditions of construction approval have been met.

#### **Final Approval to Operate request requirements:**

1. Verification and applicable documentation demonstrating that all conditions contained in this Conditional Approval to Construct have been met must be included with the request for Final Approval to Operate.
2. Submit record drawings, sealed, signed and dated by a registered engineer. The record drawings should include clear delineations of any changes or deviations from the previously submitted and approved plans. Record drawings must also include details demonstrating compliance with minimum separation distance requirements. Construction details must be included for all water and sewer main crossings.

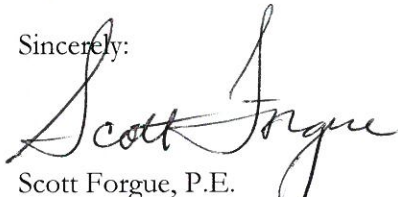
#### **Approval Limitations**

This approval does not imply the granting of additional authorizations, nor obligate any federal, state, or local regulatory body to grant required authorizations. This is not an approval of omissions or oversights by this office or noncompliance with any applicable regulation. The Department's construction approval does not guarantee correctness of the functional design or waive the owner's responsibility for compliance with State regulations.

#### **Appeal Process**

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195 - 18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Requests for an adjudicatory hearing or informal review may be made by mail, electronic mail, or facsimile. Informal review requests must be delivered to the Division Director, Elaine Busse Floyd, 555 Cordova St., Anchorage, AK 99501, within 15 days of receipt of this decision. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, Larry Hartig, 410 Willoughby Ave., Suite 303, Juneau, AK 99801, within 30 days of this decision. If a hearing is not requested within 30 days, the right to appeal is waived. More information on the Department's administrative appeals process can be found at <http://www.dec.state.ak.us/commish/ReviewGuidance.htm>.

Sincerely:



Scott Forgue, P.E.  
Regional Engineering Coordinator

Enclosure: Construction and Operation Certificate

cc: Joey Hegna, P.E., CRW Engineering Group, LLC (via email)



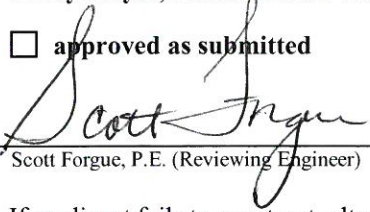
STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
CONSTRUCTION AND OPERATION CERTIFICATE  
FOR  
PUBLIC WATER SYSTEMS



**A. APPROVAL TO CONSTRUCT –**

Plans for the construction or modification of the Homer Shellfish-South Slope Water Main Extension, **(PWSID 240456)**, a **Community Water System**, located in Homer, Alaska, submitted in accordance with 18 AAC 80.200 by Joey Hegna, P.E. / Carey Meyer, Homer Public Works Director have been reviewed and

approved as submitted                       conditionally approved (see attached conditions)

 \_\_\_\_\_ Regional Engineering Coordinator                      9/25/14  
 Scott Forgue, P.E. (Reviewing Engineer)                      (Title)                      (Date of Approval)

If applicant fails to construct, alter, install, or modify the system within two years of the date of approval to construct, approval is void, and plans must be resubmitted for Department review and approval.

**B. APPROVED CHANGE ORDERS**

Change (contract order number or descriptive reference):

\_\_\_\_\_

\_\_\_\_\_  
 (Reviewing Engineer)                      (Title)                      (Date of Approval)

Change (contract order number or descriptive reference):

\_\_\_\_\_

\_\_\_\_\_  
 (Reviewing Engineer)                      (Title)                      (Date of Approval)

**C. INTERIM APPROVAL TO OPERATE**

This section must be completed and signed by the Department before any water is made available for public use.

The construction of the Homer Shellfish-South Slope Water Main Extension, **(PWSID 240456)**, a **Community Water System**, was completed and approved for operation on \_\_\_/\_\_\_/\_\_\_ . The system is hereby granted **INTERIM APPROVAL TO OPERATE** for 90 days following the interim approval date. It is illegal to operate a public water system beyond 90 days without **FINAL APPROVAL TO OPERATE** from the Department.

\_\_\_\_\_ Regional Engineering Coordinator                      \_\_\_\_\_  
 Scott Forgue, P.E. (Reviewing Engineer)                      (Title)                      (Date of Approval)

**D. FINAL APPROVAL TO OPERATE**

Record drawings and other documents submitted to the Department, or an inspection by the Department, has confirmed that the Homer Shellfish-South Slope Water Main Extension, **(PWSID 240456)**, a **Community Water System**, was constructed in substantial conformance with the approved plans. The system is hereby granted **FINAL APPROVAL TO OPERATE**.

\_\_\_\_\_ Regional Engineering Coordinator                      \_\_\_\_\_  
 Scott Forgue, P.E. (Reviewing Engineer)                      (Title)                      (Date of Approval)



THE STATE  
of ALASKA  
GOVERNOR SEAN PARNELL

Department of Environmental  
Conservation

DIVISION OF ENVIRONMENTAL HEALTH  
Drinking Water Program  
Kenai/Southeast Area Office

43335 Kalifornsky Beach Rd. Suite 11  
Soldotna, Alaska 99669  
Main: 907.262.5210  
Fax: 907.262.2294

August 8, 2014

Mr. Carey Meyer, P.E.  
Homer Public Works Director  
3575 Heath Street  
Homer, AK 99603

RE: City of Homer Community Public Water System (PWS) PWS ID# 240456  
Shellfish Avenue PRV, A-Frame PRV Replacement, and A-Frame Tank Demolition Projects  
Conditional Construction Approval (PR# 9292)

Dear Mr. Meyer:

We have reviewed the plans, specifications and the request for approval to construct the referenced public water system modifications. This information was received in this office on June 20, 2014, with additional information submitted August 1, 2014. Conditional construction approval is granted. This letter and the enclosed "Construction and Operation Certificate" are the written approval required by State of Alaska Drinking Water Regulations, 18 AAC 80. Please use the noted public water system identification (PWSID#) and project numbers (PR#) to identify this project.

*Please review the conditions listed below and assure compliance with all conditions before beginning construction. Interim and Final Approvals to Operate may be withheld unless all conditions are met.*

**Project-specific conditions of approval:**

1. The Shellfish Avenue PRV and replaced A-Frame PRV will be constructed according to city of Homer Specifications. The PRV stations will have three lines with 6 inch, 3 inch, and 2 inch Cl-Val pressure reducing valves to meet the range of flow rates, and pressure gauges will be on the inlet and outlet sides of the pipe.
2. The construction of water lines connecting Mountain View Drive to East Hill Road will require the addition of the Shellfish Avenue PRV station to reduce pressures. The Shellfish PRV will be set at an outlet pressure which matches the existing outlet pressure at the A-Frame PRV when elevation is considered. The Shellfish Avenue PRV must be approved for operation before the new connecting water lines are put into operation.
3. The A-Frame PRV station is nearing the design life and will be replaced and updated. The construction of the A-Frame PRV replacement can be done independently of the Shellfish Avenue PRV. Replacement of the PRV will require a temporary 6 inch HDPE bypass line with a

4 inch pressure reducing valve. This project also includes valving modifications at Dehel St./Main St. and Bayview Ave./Main St. so that the A-Frame PRV directly connects to the Main St. water main and the A-Frame Tank piping is removed. This valving modification must be completed before demolition of the A-Frame Tank begins.

- A-Frame Tank has also reached its design life. The fill line will be closed and the tank allowed to drain. Valves will be closed and the tank isolated from the system. Inlet and outlet lines will be blind flanged and abandoned in place.

PRESSURE REDUCING VALVE STATIONS SUMMARY		
<b>SHELLFISH AVENUE PRV</b>	ELEVATION: 345 FEET	APPROXIMATE OUTLET PRESSURE: 38 PSI (HIGH) 28 PSI (LOW)
<b>A FRAME PRV</b>	ELEVATION: 363 FEET	OUTLET PRESSURE: 30 PSI (HIGH) 20 PSI (LOW)
<b>A-FRAME ASSOCIATED PIPING</b>	APPROXIMATELY 200 LINEAR FEET OF 8 INCH DIP TO REPLACE EXISTING WATER LINE	
<b>TEMPORARY BYPASS</b>	APPROXIMATELY 160 LINEAR FEET OF 6 INCH HDPE WITH 4 INCH PRESSURE REDUCING VALVE	

- This approval is for the listed projects only and does not include the Shellfish Avenue water lines or the new storage tank. Please submit plans for these projects with enough time to allow for the review and approval of the plans before beginning construction.
- If pressures downstream of the PRV station require a booster pump on an individual's service line, a break tank or another means of providing cross connection control will need to be placed before the individual's pressure pump in order to protect against negative pressure in the line.

**General conditions of approval:**

- A minimum separation distance of 10 feet must be maintained between all drinking water lines and wastewater sewer lines and appurtenances (including sewer manholes), as measured from the closest edges of each component. If this distance cannot be met, a separation distance waiver must be requested and granted prior to construction. *Record drawings for the project must include details adequate to confirm that the prescriptive requirements for crossings of water and sewer mains have been met during construction.*
- All materials used in this water system that will contact potable water must be lead-free and approved for that use by NSF International, Underwriter Laboratories (UL), or an equivalent organization that evaluates products using NSF/ANSI Standard 61. In the absence of NSF/ANSI 61 certification, materials must be approved by the Department on a case-by-case basis prior to construction.
- Deviations from approved plans which affect capacity, flow, operation, major design of units, materials of major system components, or separation distances, must be approved in writing by this office prior to their implementation.
- Water containing chlorine used during the disinfection process must be properly managed. This will require chlorine neutralization or disposal in an appropriate wastewater treatment and

disposal system. This water must be managed to avoid adverse effects on groundwater, surface water or the environment.

5. This approval is valid for two years from the date of this letter. If the applicant fails to construct, install, alter, renovate, or improve the water system within two years, the approval is void and the plans and information required under 18 AAC 80.210(a) must be resubmitted for Department review and approval. If during the two-year period, the site conditions, plans, and information, and requirements of this chapter do not change, and if the applicant pays the fee required by 18 AAC 80.1910(b)(12), the Department may grant the applicant an extension.
6. This approval is also contingent upon your receipt of any other state, federal or local authorizations which are required for your project. You are required to obtain all other necessary authorizations before proceeding with your project.

**Interim Approval to Operate request requirements:**

1. The temporary bypass line must receive interim approval to operate. Requirements for receiving interim approval to operate for both the temporary bypass line and the water main associated with the A-Frame PRV are listed below:

Upon completion of construction and *prior to serving water*, provide the following information with a request for Interim Approval to Operate:

2. **The project engineer must certify:**
  - construction has been completed under the direction of a registered engineer in accordance with the DEC approved plans;
  - only lead-free and NSF/ANSI 61 listed materials were used in the construction and only NSF/ANSI 60 listed chemicals are provided for water treatment;
  - the system was successfully pressure tested;
  - the system was properly disinfected and verified to be free of Coliform bacteria in accordance with applicable AWWA standards or methods approved by the department prior to construction. Please assure that the proper number of Coliform samples, taken at the proper locations over the appropriate time period, have been completed and the results submitted to the department as verification. This requirement applies to the temporary bypass water line as well as the water main;
  - all applicable minimum separation distance requirements have been met during construction. For conditional waiver approvals of separation distance requirements, provide confirmation that all conditions were met; and
  - all conditions of construction approval have been met.

**Final Approval to Operate request requirements:**

1. Verification and applicable documentation demonstrating that all conditions contained in this Conditional Approval to Construct have been met must be included with the request for Final Approval to Operate.
2. Submit record drawings, sealed, signed and dated by a registered engineer. The record drawings should include clear delineations of any changes or deviations from the previously submitted and

approved plans. Record drawings must also include details demonstrating compliance with minimum separation distance requirements. Construction details must be included for all water and sewer main crossings.

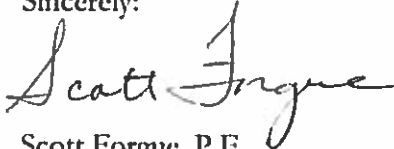
### **Approval Limitations**

This approval does not imply the granting of additional authorizations, nor obligate any federal, state, or local regulatory body to grant required authorizations. This is not an approval of omissions or oversights by this office or noncompliance with any applicable regulation. The Department's construction approval does not guarantee correctness of the functional design or waive the owner's responsibility for compliance with State regulations.

### **Appeal Process**

Any person who disagrees with this decision may request an adjudicatory hearing in accordance with 18 AAC 15.195-18 AAC 15.340 or an informal review by the Division Director in accordance with 18 AAC 15.185. Informal review requests must be delivered to the Division Director, Elaine Busse Floyd, 555 Cordova St., Anchorage, Alaska 99501, within 15 days of receipt of this decision. Adjudicatory hearing requests must be delivered to the Commissioner of the Department of Environmental Conservation, Larry Hartig, 410 Willoughby Avenue, Suite 303, Juneau, Alaska 99801, within 30 days of this decision. If a hearing is not requested within 30 days, the right to appeal is waived.

Sincerely:



Scott Forgue, P.E.  
Regional Engineering Coordinator

Enclosure: Construction and Operation Certificate

cc: Kyle Petersen, P.E., Bristol Engineering Services Corporation, via email



STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONSTRUCTION AND OPERATION CERTIFICATE
FOR
PUBLIC WATER SYSTEMS



A. APPROVAL TO CONSTRUCT -

Plans for the construction or modification of the Homer Shellfish PRV, A-Frame PRV replacement, A-Frame tank demolition, (PWSID 240456), a Community Water System, located in Homer, Alaska, submitted in accordance with 18 AAC 80.200 by Kyle Petersen, P.E. / Carey Meyer, Homer Public Works Director have been reviewed and

[ ] approved as submitted [X] conditionally approved (see attached conditions)

[Signature]
Scott Forgue, P.E. (Reviewing Engineer)

Regional Engineering Coordinator
(Title)

8/8/14
(Date of Approval)

If applicant fails to construct, alter, install, or modify the system within two years of the date of approval to construct, approval is void, and plans must be resubmitted for Department review and approval.

B. APPROVED CHANGE ORDERS

Change (contract order number or descriptive reference):

[Blank line for change order]
(Reviewing Engineer) (Title) (Date of Approval)

Change (contract order number or descriptive reference):

[Blank line for change order]
(Reviewing Engineer) (Title) (Date of Approval)

C. INTERIM APPROVAL TO OPERATE

This section must be completed and signed by the Department before any water is made available for public use.
The construction of the Homer Shellfish PRV, A-Frame PRV replacement, A-Frame tank demolition, (PWSID 240456), a Community Water System, was completed and approved for operation on \_\_/\_\_/\_\_. The system is hereby granted INTERIM APPROVAL TO OPERATE for 90 days following the interim approval date. It is illegal to operate a public water system beyond 90 days without FINAL APPROVAL TO OPERATE from the Department.

Scott Forgue, P.E. (Reviewing Engineer) Regional Engineering Coordinator (Title) (Date of Approval)

D. FINAL APPROVAL TO OPERATE

Record drawings and other documents submitted to the Department, or an inspection by the Department, has confirmed that the Homer Shellfish PRV, A-Frame PRV replacement, A-Frame tank demolition, (PWSID 240456), a Community Water System, was constructed in substantial conformance with the approved plans. The system is hereby granted FINAL APPROVAL TO OPERATE.

Scott Forgue, P.E. (Reviewing Engineer) Regional Engineering Coordinator (Title) (Date of Approval)



## **X. Submittals**

(Due within two (2) days after bid)

# CONTRACTOR'S QUESTIONNAIRE

## NOTICE TO CONTRACTORS

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

### A. FINANCIAL

1. Have you ever failed to complete a contract on account of insufficient resources? \_\_\_\_\_  
\_\_\_\_\_
2. Have you made sufficient arrangements to finance the work? \_\_\_\_\_  
If so, with whom and for what amount? \_\_\_\_\_  
\_\_\_\_\_  
If so, with what company? \_\_\_\_\_

### B. EQUIPMENT

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

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

2. Do you thoroughly understand that in case the contract is awarded to you, you may be required to use any or all of the equipment listed on the work covered by this contract?  
\_\_\_\_\_
3. Do you propose to purchase any equipment for use on this project should contract be awarded to you? If so, state type, quantity and approximate cost.  
\_\_\_\_\_
4. Do you propose to rent any equipment for this work? \_\_\_\_\_  
If so, state type, quantity, and reason for renting. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Have you made contracts or received firm offers for all necessary materials with the prices used in preparing your proposal? \_\_\_\_\_

6. Do you intend to plan to subcontract any of the work? \_\_\_\_\_  
 If so, what types or portions of the work. \_\_\_\_\_  
 \_\_\_\_\_  
 Approximate value \$ \_\_\_\_\_ Percent of total bid \_\_\_\_\_

**C. EXPERIENCE**

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

Use additional sheets as necessary.

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

**STAFF MEMBER**

**POSITION**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature: \_\_\_\_\_

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

## **JOINT VENTURE**

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

## **PARTNERSHIP**

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

## **CORPORATIONS**

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

## XI. State of Alaska Labor Rates and Federal Davis-Bacon Labor Rates

# Laborers' & Mechanics' Minimum Rates of Pay

Effective September 1, 2015

Issue 31



**Title 36. Public Contracts  
AS 36.05 & AS 36.10  
Wage & Hour Administration  
Pamphlet No. 600**



**ALASKA DEPARTMENT OF LABOR  
& WORKFORCE DEVELOPMENT**

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THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Labor and  
Workforce Development**

Office of the Commissioner

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

September 1, 2015

**TO ALL CONTRACTING AGENCIES:**

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

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2015.

All projects with a final bid date of September 11, 2015, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24 months period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Heidi Drygas".

Heidi Drygas  
Commissioner



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

## EXCERPTS FROM ALASKA LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

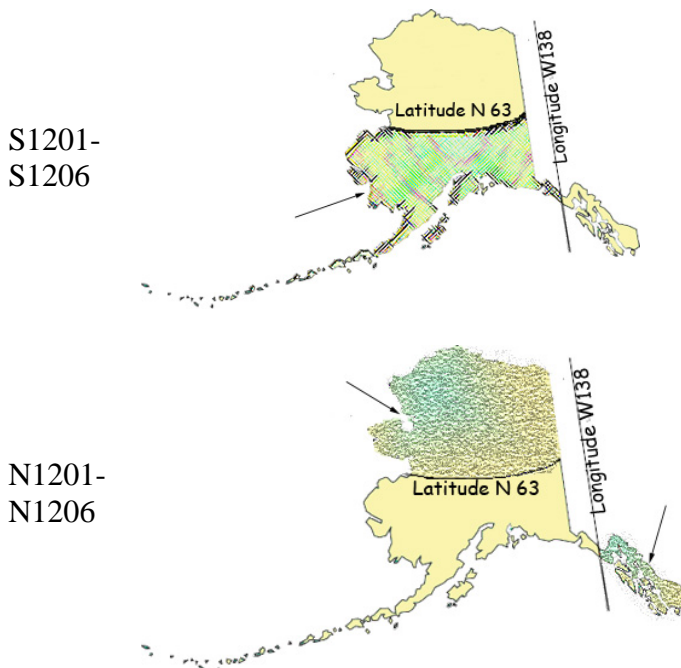
**Sec. 36.05.900. Definition.**

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

**ADDITIONAL INFORMATION**

**LABORER CLASSIFICATION CLARIFICATION**

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



**ACCOMMODATIONS AND PER DIEM**

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

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

**Employer-Provided Camp or Suitable Accommodations**

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

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

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

**Per Diem**

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

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

**APPRENTICE HIRING REQUIREMENTS**

On July 24, 2005, Administrative Order No. 226 established a 15 percent goal for hiring apprentices in certain job categories on highway, airport, harbor, dam, tunnel, utility or dredging projects awarded by the Alaska Department of Transportation and Public Facilities that exceed \$2.5 million. This Order will apply to all projects in the referenced categories that are advertised after September 1, 2005. On these projects, the hours worked by apprentices will be compared to the hours worked by journeyman level workers to determine if the 15 percent goal has been met. This on-the-job training goal is critical to ensure that the Alaska work force is prepared for the future. For additional details, contact the nearest Wage and Hour office at the address listed on Page xi of this publication. Administrative Order No. 226 may be viewed in its entirety on the Internet at <http://www.gov.state.ak.us/admin-orders/226.html> or call any Wage and Hour office to receive a copy.

### **APPRENTICE RATES**

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

### **FRINGE BENEFIT PLANS**

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

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

### **SPECIAL PREVAILING WAGE RATE DETERMINATION**

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



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

**Anchorage**

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

Email:  
anchorage.lss-wh@alaska.gov

**Juneau**

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

Email:  
juneau.lss-wh@alaska.gov

**Fairbanks**

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

Email:  
fairbanks.lss@alaska.gov

**DEBARMENT LIST**

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

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

Company Name

Debarment Expires

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

# Laborers' & Mechanics' Minimum Rates of Pay

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

<b>A0101</b>	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00	SAF 0.34	72.86
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## Bricklayers & Blocklayers

\*\*See note on last page if remote site

<b>A0201</b>	Blocklayer	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Bricklayer  
Marble or Stone Mason  
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
Terrazzo Worker  
Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	33.94	9.53	8.50	0.55	L&M 0.15	0.43	53.10
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Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	37.88	9.53	8.50	0.55	L&M 0.15	0.43	57.04
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## Carpenters, Statewide

\*\*See note on last page if remote site

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

## Cement Masons, Region I (North of N63 latitude)

\*\*See note on last page if remote site

<b>N0401</b>	Group I, including:	36.69	7.24	11.80	1.18	L&M 0.10		57.01
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Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Mason (journeyman)  
Concrete

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

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

\*\*See note on last page if remote site

<b>N0401</b> Group I, including:	36.69	7.24	11.80	1.18	<b>L&amp;M</b> 0.10	57.01
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- Concrete Paving
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Spackling/Skim Coating

<b>N0402</b> Group II, including:	36.69	7.24	11.80	1.18	<b>L&amp;M</b> 0.10	57.01
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- Form Setter

<b>N0403</b> Group III, including:	36.69	7.24	11.80	1.18	<b>L&amp;M</b> 0.10	57.01
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- Concrete Saw (self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator

<b>N0404</b> Group IV, including:	36.69	7.24	11.80	1.18	<b>L&amp;M</b> 0.10	57.01
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- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder
- Tunnel Worker

<b>N0405</b> Group V, including:	36.94	7.24	11.80	1.18	<b>L&amp;M</b> 0.10	57.26
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- Plasterer

**Cement Masons, Region II (South of N63 latitude)**

\*\*See note on last page if remote site

<b>S0401</b> Group I, including:	36.44	7.24	11.80	1.18	<b>L&amp;M</b> 0.10	56.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Cement Masons, Region II (South of N63 latitude)**

\*\*See note on last page if remote site

							L&M	
<b>S0401</b>	Group I, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>S0402</b>	Group II, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Form Setter							
<b>S0403</b>	Group III, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>S0404</b>	Group IV, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>S0405</b>	Group V, including:	36.69	7.24	11.80	1.18	0.10		57.01
	Plasterer							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Culinary Workers * See note on last page</b>							
A0501	Baker/Cook	25.67	6.53	6.37		LEG 0.07	38.64
A0503	General Helper	22.62	6.53	6.37		LEG 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	6.53	6.37		LEG 0.07	39.19
A0505	Head Housekeeper	23.04	6.53	6.37		LEG 0.07	36.01
	Head Kitchen Help						
<b>Dredgemen</b>							
**See note on last page if remote site							
A0601	Assistant Engineer, including:	39.26	9.60	10.50	1.00	L&M 0.10	60.46
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.60	10.50	1.00	L&M 0.10	59.30
A0603	Fireman	38.54	9.60	10.50	1.00	L&M 0.10	59.74
A0605	Leverman Clamshell	41.79	9.60	10.50	1.00	L&M 0.10	62.99
A0606	Leverman Hydraulic	40.03	9.60	10.50	1.00	L&M 0.10	61.23
A0607	Mate & Boatman	39.26	9.60	10.50	1.00	L&M 0.10	60.46
A0608	Oiler (dredge)	38.54	9.60	10.50	1.00	L&M 0.10	59.74
<b>Electricians</b>							
A0701	Inside Cable Splicer	39.82	11.61	12.59	0.95	L&M 0.20 LEG 0.15	65.32

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

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

<b>A0702</b>	Inside Journeyman Wireman, including: Technicians	39.49	11.61	12.83	0.95	L&M	LEG	65.23
<b>A0703</b>	Power Cable Splicer	52.27	11.61	17.34	0.95	L&M	LEG	82.52
<b>A0704</b>	Tele Com Cable Splicer	47.45	11.61	15.02	0.95	L&M	LEG	75.38
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	11.61	17.29	0.95	L&M	LEG	80.72
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	11.61	14.97	0.95	L&M	LEG	73.58
<b>A0707</b>	Straight Line Installer - Repairman	45.70	11.61	14.97	0.95	L&M	LEG	73.58
<b>A0708</b>	Powderman	48.52	11.61	17.23	0.95	L&M	LEG	78.66
<b>A0710</b>	Material Handler	26.18	11.11	4.54	0.15	L&M	LEG	42.28
<b>A0712</b>	Tree Trimmer Groundman	26.67	11.61	10.55	0.15	L&M	LEG	49.28
<b>A0713</b>	Journeyman Tree Trimmer	35.34	11.61	10.81	0.15	L&M	LEG	58.21
<b>A0714</b>	Vegetation Control Sprayer	38.79	11.61	10.91	0.15	L&M	LEG	61.76
<b>A0715</b>	Inside Journeyman Communications CO/PBX	38.07	11.61	12.54	0.95	L&M	LEG	63.52

### Elevator Workers

<b>A0802</b>	Elevator Constructor	35.94	13.58	14.21	0.60	L&M	VAC	67.90
<b>A0803</b>	Elevator Constructor Mechanic	51.34	13.58	14.21	0.60	L&M	VAC	85.73

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

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

\*\*See note on last page if remote site

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	36.18	8.84	9.51	0.60	SAF	0.12	55.25
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	36.18	8.84	9.51	0.60	SAF	0.12	55.25
<b>A0904</b>	Insulator, Group II	36.18	8.84	9.51	0.60	SAF	0.12	55.25
<b>A0905</b>	Fire Stop	36.18	8.84	9.51	0.60	SAF	0.12	55.25

**IronWorkers**

\*\*See note on last page if remote site

<b>A1101</b>	Ironworkers, including:	36.25	7.83	19.25	0.97	L&M	IAF	0.46	0.10	64.86
	Bender Operators									
	Bridge & Structural									
	Machinery Mover									
	Ornamental									
	Reinforcing									
	Rigger									
	Sheeter									
	Signalman									
	Stage Rigger									
	Toxic Haz-Mat Work									
	Welder									
<b>A1102</b>	Helicopter	37.25	7.83	19.25	0.97	L&M	IAF	0.46	0.10	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)									
<b>A1103</b>	Fence/Barrier Installer	32.75	7.83	19.00	0.97	L&M	IAF	0.46	0.10	61.11
	Guard Rail Installer									
<b>A1104</b>	Guard Rail Layout Man	33.49	7.83	19.00	0.97	L&M	IAF	0.46	0.10	61.85

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

\*\*See note on last page if remote site

<b>N1201</b>	Group I, including:	29.79	7.53	15.95	1.20	L&M	LEG	0.20	0.15	54.82
	Asphalt Worker (shovelman, plant crew)									

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

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

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15 54.82
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N1202</b>	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82

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

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



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

\*\*See note on last page if remote site

					L&M	LEG	
<b>N1202</b>	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Scaffold Building & Erecting						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						
	Timberman						

					L&M	LEG	
<b>N1203</b>	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15 56.72
	Bit Grinder						
	Camera/Tool/Video Operator						
	Guardrail Machine Operator						
	High Rigger & Tree Topper						
	High Scaler						
	Multiplate						
	Plastic Welding						
	Slurry Seal Squeegee Man						
	Traffic Control Supervisor						

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1203</b>	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15	56.72

Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>N1204</b>	Group IIIA	34.97	7.53	15.95	1.20	0.20	0.15	60.00

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

						L&M	LEG	
<b>N1205</b>	Group IV	19.36	7.53	15.95	1.20	0.20	0.15	44.39

Final Building Cleanup  
 Permanent Yard Worker

						L&M	LEG	
<b>N1206</b>	Group IIIB	35.80	7.53	15.95	1.20	0.20	0.15	60.83

Federally Licensed Powderman (Responsible Person in Charge)  
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15	54.82

Asphalt Worker (shovelman, plant crew)  
 Brush Cutter  
 Camp Maintenance Laborer  
 Carpenter Tender or Helper  
 Choke Setter, Hook Tender, Rigger, Signalman  
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)  
 Crusher Plant Laborer  
 Demolition Laborer  
 Ditch Digger  
 Dumpman  
 Environmental Laborer (hazard/toxic waste, oil spill)  
 Fence Installer  
 Fire Watch Laborer  
 Flagman

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

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

\*\*See note on last page if remote site

					L&M	LEG	
<b>S1201</b>	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15 54.82
	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						
<b>S1202</b>	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1202</b>	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15	55.82

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

						L&M	LEG	
<b>S1203</b>	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15	56.72

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

						L&M	LEG	
<b>S1204</b>	Group IIIA	34.97	7.53	15.95	1.20	0.20	0.15	60.00

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

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

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

\*\*See note on last page if remote site

<b>S1205</b>	Group IV	19.36	7.53	15.95	1.20	<b>L&amp;M</b>	<b>LEG</b>	44.39
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Final Building Cleanup  
Permanent Yard Worker

<b>S1206</b>	Group IIIB	35.80	7.53	15.95	1.20	<b>L&amp;M</b>	<b>LEG</b>	60.83
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Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

**Millwrights**

<b>A1251</b>	Millwright (journeyman)	36.49	9.78	11.26	1.00	<b>L&amp;M</b>	0.05	58.98
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<b>A1252</b>	Millwright Welder	37.49	9.78	11.26	1.00	<b>L&amp;M</b>	0.05	59.98
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**Painters, Region I (North of N63 latitude)**

\*\*See note on last page if remote site

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

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

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

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

\*\*See note on last page if remote site

<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	<b>L&amp;M</b> 0.07	52.67
	Wallpaper/Vinyl Hanger						
<b>N1304</b>	Group IV, including:	37.88	7.83	11.16	1.05	0.05	57.97
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>N1305</b>	Group V, including:	29.51	7.83	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

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

\*\*See note on last page if remote site

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

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

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

\*\*See note on last page if remote site

<b>S1304</b>	Group IV, including:	37.88	7.83	10.41	1.08		<b>L&amp;M</b>	57.27
	Glazier							
	Storefront/Automatic Door Mechanic							

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

**Piledrivers**

\*\*See note on last page if remote site

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

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

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

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25		<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
	Plumber								

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

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

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25		<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
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Welder

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

<b>S1501</b>	Journeyman Pipefitter	40.00	8.88	11.57	1.25		<b>L&amp;M</b>		61.90
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Plumber

Welder

**Plumbers, Region IIA (1st Judicial District)**

<b>X1501</b>	Journeyman Pipefitter	37.27	12.72	11.25	2.50		<b>L&amp;M</b>		63.98
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Plumber

Welder

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

<b>A1601</b>	Group I, including:	40.03	9.60	10.50	1.00		<b>L&amp;M</b>		61.23
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
  - (a) Hydralifts or Transporters, (all track or truck type)
  - (b) Derricks
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)
- Drag Scraper, Yarder, and similar types

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



**Power Equipment Operators**

\*\*See note on last page if remote site

						<b>L&amp;M</b>	
<b>A1601</b>	Group I, including:	40.03	9.60	10.50	1.00	0.10	61.23
	Drilling Machines, Core, Cable, Rotary and Exploration						
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
	Helicopters						
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
	Hydro Ax, Feller Buncher & similar						
	Licensed Line & Grade						
	Loaders (2 1/2 yards through 5 yards, including all attachments):						
	(a) Forklifts (with telescopic boom & swing attachment)						
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
	(c) Loaders, (with forks or pipe clamp)						
	(d) Loaders, (elevating belt type, Euclid & similar types)						
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
	Micro Tunneling Machine						
	Mixers: Mobile type with hoist combination						
	Motor Patrol Grader						
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
	Operator on Dredges						
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
	Plant Operator (Asphalt & Concrete)						
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
	Remote Controlled Equipment						
	Scraper (through 40 yards)						
	Service Oiler/Service Engineer						
	Shot Blast Machine						
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)						
	Sideboom (under 45 tons)						
	Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine						
	Sub Grader (Gurries, Reclaimer & similar types)						
	Tack Tractor						
	Truck Mounted Concrete Pump, Conveyor & Creter						
	Unlicensed Off-Road Hauler						
	Wate Kote Machine						

						<b>L&amp;M</b>	
<b>A1602</b>	Group IA, including:	41.79	9.60	10.50	1.00	0.10	62.99

Camera/Tool/Video Operator (Slipline)

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

**Power Equipment Operators**

\*\*See note on last page if remote site

<b>A1602</b> Group IA, including:	41.79	9.60	10.50	1.00	<b>L&amp;M</b>		0.10	62.99
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- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
  - (a) Clamshells & Draglines (over 3 yards)
  - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

<b>A1603</b> Group II, including:	39.26	9.60	10.50	1.00	<b>L&amp;M</b>		0.10	60.46
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Loaders (i.e., Elevating Grader & Material Transfer Vehicle)
- 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

<b>A1604</b> Group III, including:	38.54	9.60	10.50	1.00	<b>L&amp;M</b>		0.10	59.74
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter
- Compressor

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

### Power Equipment Operators

\*\*See note on last page if remote site

						L&M	
<b>A1604</b>	Group III, including:	38.54	9.60	10.50	1.00	0.10	59.74
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Grade Checker & Stake Hopper						
	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)						
	Straightening Machine						
	Tow Tractor						

						L&M	
<b>A1605</b>	Group IV, including:	32.33	9.60	10.50	1.00	0.10	53.53
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

### Roofers

\*\*See note on last page if remote site

						L&M	
<b>A1701</b>	Roofer & Waterproofer	42.95	7.43	2.91	0.81	0.10	0.02 54.22
<b>A1702</b>	Roofer Material Handler	30.07	7.43	2.91	0.81	0.10	0.02 41.34

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

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

						<b>L&amp;M</b>	
<b>N1801</b>	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25	67.64

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

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

						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52

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

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

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

<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	<b>L&amp;M</b> 0.33	63.52
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Skylight installation

**Sprinkler Fitters**

<b>A1901</b>	Sprinkler Fitter	43.75	8.52	13.20	0.45	<b>L&amp;M</b> 0.25	66.17
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**Surveyors**

\*\*See note on last page if remote site

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

\*\*See note on last page if remote site

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

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

**Truck Drivers**

\*\*See note on last page if remote site

						L&M	
<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	0.10	60.66
	Material Coordinator and Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
<b>A2102</b>	Group 1A including:	40.56	9.98	9.99	1.30	0.10	61.93
	Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
<b>A2103</b>	Group II, including:	38.03	9.98	9.99	1.30	0.10	59.40
	All Deltas, Commanders, Rollagons, & similar equipment						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Mechanics						
	Partsman						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Stringing Truck						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	0.10	58.58
	Batch Trucks (8 yards & up)						
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards						
	Expeditor (electrical & pipefitting materials)						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)						
	Greaser - Shop						
	Oil Distributor Driver						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						

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

**Truck Drivers**

\*\*See note on last page if remote site

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

<b>A2105</b> Group IV, including:	36.63	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.00
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

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

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

**Truck Drivers**

\*\*See note on last page if remote site

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

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

\*\*See note on last page if remote site

						L&M	LEG
<b>N2201</b>	Group I, including:	32.77	7.53	15.95	1.20	0.20	0.15 57.80
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						
<b>N2202</b>	Group II, including:	33.87	7.53	15.95	1.20	0.20	0.15 58.90
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						
<b>N2203</b>	Group III, including:	34.86	7.53	15.95	1.20	0.20	0.15 59.89
	Miner						
	Retimberman						

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



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

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N2204</b>	Group IIIA, including:	38.47	7.53	15.95	1.20	0.20	63.50
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N2206</b>	Group IIIB, including:	39.38	7.53	15.95	1.20	0.20	64.41
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

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

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S2201</b>	Group I, including:	32.77	7.53	15.95	1.20	0.20	57.80
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S2202</b>	Group II, including:	33.87	7.53	15.95	1.20	0.20	58.90
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S2203</b>	Group III, including:	34.86	7.53	15.95	1.20	0.20	59.89
	Miner						
	Retimberman						

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

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

\*\*See note on last page if remote site

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	38.47	7.53	15.95	1.20	0.20	0.15	63.50
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	39.38	7.53	15.95	1.20	0.20	0.15	64.41
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

**Tunnel Workers, Power Equipment Operators**

\*\*See note on last page if remote site

						L&M		
<b>A2207</b>	Group I	44.03	9.60	10.50	1.00	0.10		65.23
<b>A2208</b>	Group IA	45.97	9.60	10.50	1.00	0.10		67.17
<b>A2209</b>	Group II	43.19	9.60	10.50	1.00	0.10		64.39
<b>A2210</b>	Group III	42.39	9.60	10.50	1.00	0.10		63.59
<b>A2211</b>	Group IV	35.56	9.60	10.50	1.00	0.10		56.76

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

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

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

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

**Shellfish/South Slope Water Main Extension and Shellfish Avenue PRV Project 2016**

General Decision Number: AK160001 03/04/2016 AK1

Superseded General Decision Number: AK20150001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

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

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

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016
2	02/26/2016
3	03/04/2016

ASBE0097-001 01/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 37.38	19.55
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ASBE0097-002 01/01/2016

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal		

scrapping, vacuuming, bagging,  
and disposing of all  
insulation materials, whether  
they contain asbestos or not,  
from mechanical systems).....\$ 37.38 19.55

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BOIL0502-002 01/01/2013

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

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BRAK0001-002 07/01/2014

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 39.03	18.95
Tile & Terrazzo Finisher.....	\$ 33.27	18.95

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CARP1501-001 09/01/2014

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

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CARP2520-003 09/01/2014

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

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

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

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

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 CARP4059-001 09/01/2014

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

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 ELEC1547-004 04/01/2015

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

-----  
 ELEC1547-005 04/01/2015

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 52.27	3%+28.48
Linemen (Including Equipment Operators, Technician).....	\$ 50.52	3%+28.48
Powderman.....	\$ 48.52	3%+28.48
TREE TRIMMER.....	\$ 35.34	3%+21.66

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 ELEV0019-002 01/01/2016

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

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

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 ENGI0302-002 01/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.03	21.10
GROUP 1A.....	\$ 41.79	21.10

GROUP 2.....	\$ 39.26	21.10
GROUP 3.....	\$ 38.54	21.10
GROUP 4.....	\$ 32.33	21.10
TUNNEL WORK		
GROUP 1.....	\$ 44.03	21.10
GROUP 1A.....	\$ 45.97	21.10
GROUP 2.....	\$ 43.19	21.10
GROUP 3.....	\$ 42.39	21.10
GROUP 4.....	\$ 35.56	21.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/ Waste Water Treatment Operator.

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

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

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

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IRON0751-003 07/01/2015

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

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	Rates	Fringes
Laborers: South of the 63rd Parallel & West of Longitude 138 Degrees		
GROUP 1.....	\$ 29.79	24.83
GROUP 2.....	\$ 30.79	24.83
GROUP 3.....	\$ 31.69	24.83
GROUP 3A.....	\$ 34.97	24.83
GROUP 3B.....	\$ 35.80	24.83
GROUP 4.....	\$ 19.36	24.83
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 32.77	24.83
GROUP 2.....	\$ 33.87	24.83
GROUP 3.....	\$ 34.86	24.83
GROUP 3A.....	\$ 38.47	24.83
GROUP 3B.....	\$ 39.38	24.83

LABORERS CLASSIFICATIONS

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

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



Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

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

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

GROUP 3: Miner; Retimberman

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

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

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

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LAB00942-001 04/01/2015

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 29.79	24.83
GROUP 2.....	\$ 30.79	24.83
GROUP 3.....	\$ 31.69	24.83
GROUP 3A.....	\$ 34.97	24.83
GROUP 3B.....	\$ 35.80	24.83
GROUP 4.....	\$ 19.36	24.83
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 32.77	24.83
GROUP 2.....	\$ 33.87	24.83

GROUP 3.....	\$ 34.86	24.83
GROUP 3A.....	\$ 38.47	24.83
GROUP 3B.....	\$ 39.38	24.83

LABORERS CLASSIFICATIONS

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

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

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

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

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

GROUP 3: Miner; Retimberman

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

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

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

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PAIN1959-001 09/01/2015

NORTH OF THE 63RD PARALLEL

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

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PAIN1959-002 07/01/2015

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 29.71	19.61
Machine Taper/Drywall.....	\$ 30.96	19.61
Spray-Sand/Blast, Epoxy		

and Tar Applicator.....	\$ 31.06	19.61
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PAIN1959-003 07/01/2015		
NORTH OF THE 63RD PARALLEL		
	Rates	Fringes
GLAZIER.....	\$ 37.88	20.04
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PAIN1959-004 07/01/2012		
	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 30.09	13.02
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PAIN1959-006 07/01/2015		
SOUTH OF THE 63RD PARALLEL		
	Rates	Fringes
GLAZIER.....	\$ 37.88	20.04
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PLAS0867-001 02/01/2016		
	Rates	Fringes
PLASTERER		
North of the 63rd parallel..	\$ 37.25	20.41
South of the 63rd parallel..	\$ 37.00	20.41
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PLAS0867-004 02/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
North of the 63rd parallel..	\$ 37.25	20.41
South of the 63rd parallel..	\$ 37.00	20.41
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* PLUM0262-002 01/01/2016		
East of the 141st Meridian		
	Rates	Fringes
Plumber; Steamfitter.....	\$ 37.27	12.47
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* PLUM0367-002 07/01/2015		
South of the 63rd Parallel		
	Rates	Fringes
Plumber; Steamfitter.....	\$ 40.00	21.70
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PLUM0375-002 07/01/2015		

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.21	22.45
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* PLUM0669-002 01/01/2015		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.75	22.57
-----		
SHEE0023-003 07/01/2015		

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.79	22.38
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SHEE0023-004 07/01/2015		

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.93	21.44
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TEAM0959-003 09/01/2015		

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

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

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

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over

20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

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

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

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

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.



Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION