

Invitation to Bid

Project: 2022 Community Wildfire Protection Plan Mitigation

Release: November 3, 2022

Pre Bid Meeting: November 14, 2022 at 10:00am details to follow

Last day for Questions: November 17, 2022 by 5:00pm

Bids Due Date: December 1, 2022, no later than 2:00pm Kenai City Hall 210 Fidalgo Avenue Kenai, AK 99611 ATTN: Director of Public Works Blank Page

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Advertisement for Bid

Project Name: 2022 Community Wildfire Protection Plan Mitigation Pre Bid Meeting: November 14, 2022 at 10:00am details to follow Last Day for Questions: No later than 5:00pm November 17, 2022 Bid Due Date and Time: No later than 2:00pm December 1, 2022 at City Hall

Scope of Work: The City of Kenai in coordination with the USDA Forest Service seeks qualified firms to provide a bid for wildfire hazard mitigation services involving the removal of beetle kill trees at several locations within Kenai City limits. The bid documents include mapped locations of varying terrains where these services are requested. Total project area encompasses roughly 105 acres.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to <u>publicworks@kenai.city</u>.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Public Works Department at the address above. Bid documents can be obtained on City of Kenai website at <u>www.kenai.city</u> or at City Hall for a non-refundable fee of \$30.00 including sales tax for each set of documents.

This contract will be subject to the provisions of the State of Alaska Title 36 Wage and Hour Administration Pamphlet Statutes and Regulations and will require 100% performance and payment bonds.

Publish: <u>Anchorage Daily News</u> – November 3, 20221 <u>Peninsula Clarion</u> – November 3, 2022 or 1st date after Blank



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The City of Kenai | www.kenai.city

CITY OF KENAI INSTRUCTIONS TO BIDDER

1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Public Works Department by email at <u>PublicWorks@kenai.city</u>.

Project: 2022 Community Wildfire Protection Plan Mitigation Release: November 3, 2022 Pre-Bid Meeting: November 14, 2022 at 10:00am via Zoom; details to follow on website Last Day for Questions: November 17, 2022 by 5:00pm Bid Due Date and Time: December 1, 2022 by 2:00pm at City Hall

2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

4. CONDITIONS AFFECTING THE WORK

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to <u>PublicWorks@kenai.city</u>.

5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds \$100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to <u>PublicWorks@kenai.city</u>. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

9. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words "No Charge" in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder's company name, and the "Project Name" and "Bid Due Date" specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
 - o Bid Form
 - Applicable Licenses
 - Non-Collusion Affidavit
 - Bid Bond with Power of Attorney (If bid exceeds \$100,000.00)
- Bids received without all the required documents may be considered non-responsive. Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at <u>publicworks@kenai.city</u> and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does <u>not</u> identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
 - CORRECT Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
 - CORRECT Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
 - INCORRECT Decrease the Bid Total by \$5,000 for a new Total of \$95,000.

• is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

11. WITHDRAWAL OF BID

At any time prior to the scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

14. AWARD OF AGREEMENT

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

(a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

(b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.

(c) The protest appeal must be in writing and shall include the following information:

(1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;

(2) The signature of the protester or the protester's representative;

(3) Identification of the contracting agency and the solicitation or contract at issue;

(4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and

(5) The form of relief requested.

(d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

(e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

(f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.

(g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

(h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.

(i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

CITY OF KENAI BID FORM

TO: City of Kenai Public Works Department 210 Fidalgo Avenue Kenai, Alaska 99611-7794

FROM:

Name of Bidder's Company or Business Entity

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda, Supplemental General Conditions, General Conditions, Drawings and Specifications, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID

- 1. Bid Form
- 2. Applicable Licenses
- 3. Non-Collusion Affidavit
- 4. Bid Bond with Power-of-Attorney (If Bid exceeds \$100,000.00)

DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

- 1. Executed Agreement
- 2. Certificate(s) of Insurances*
- 3. Executed Tax Compliance Form
- 4. Construction Schedule
- 5. List of Subcontractors
- 6. Performance and Payment Bond

2022 Community Wildfire Protection Plan Mitigation

7. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

* Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: Owner anticipates a Notice to Proceed on December 22, 2022 with Substantial Completion within TBD Calendar days from NTP.

<u>Liquidated Damages</u>. Liquidated damages will be charged at Three Hundred (\$300.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

BID TABULATION AND SUMMARY

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

<u>BID GUARANTEE</u>: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

EXECUTION OF BID

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: 2022 Community Wildfire Protection Plan Mitigation

I have received Addenda No(s). ______ and have included their provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

- 1. To hold my bid open forty-five (45) consecutive calendar days.
- 2. To accept the provisions of the Bid Documents.
- 3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
- 4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.
- 5. To accomplish Substantial Completion as specified above in TIME OF COMPLETION.

BID SCHEDULE

	Total Bid Price
Description of Bid Items	
Kenai Gully CWPP - North	\$
Kenai Gully CWPP – 4-5	\$
Kenai Gully CWPP - Mid	\$
Kenai Gully CWPP - South	\$
Total Base Bid	\$
Total Base Bid in words:	

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice to Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Email address

Kena	mpliance Ce i Peninsula E	Boroug			
FI 144 N. Binkley Street Soldotna, Alaska 99669-7 www.kpb.us	nance Departr ⁵⁹⁹	Phor	ne: (907) 714- or: (907) 714- ax: (907) 714-	2175	
1.) Fill in all information requeste	ed. 2.) Sign and date. 3	.) Submit wit	h solicitation, or	other.	For Official Use Only
Reason for Certificate:			For Departm	ent:	
Solicitation Oth	er:		Dept. Conta	ct:	
Business Name:			1		
Business Type:	🗌 Individual 🗌] Corporatio	on 🗌 Partne	rship 🗌 Ot	her:
Owner Name(s):					
Business Mailing Address:					
Business Telephone:			Business Fax:		
Email:					
REAL/PERSONAL/BUSINESS	ACCT. NAME		TAX ACCOL YEAR LAST P		BE COMPLETED BY KPB) BALANCE DUE
KPB Finance Department (signa	ture required)		ate	_ In Compli	ance 🗌 Not in Compliance
SALES TAX AC	COUNTS		TAX ACCOU	NTS/STATUS (TO	BE COMPLETED BY KPB)
ACCI. NO.	ACCT. NAME		FILED THRU	M/F's	BALANCE DUE
KPB Sales Tax Division (signature	e required)		ate	_ 🗌 In Compli	ance 🗌 Not in Compliance
	me of Applicant)		(Title)	, h	ereby certify that, to the
best of my knowledge, the abo	ove information is correc		Date)	Signature of A	Applicant (Required)

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

I, ______of ______, Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

2022 Community Wildfire Protection Plan Mitigiation

located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

	Signature
	Name
	Title
	Date
ACKNOW	LEDGMENT
STATE OF ALASKA)	
)ss THIRD JUDICIAL DISTRICT)	
The foregoing instrument was acknow 2020, by	/ledged before me this day of
	NOTARY PUBLIC for State of Alaska

My Commission Expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,		
as Principal, and		
as Surety, are hereby held and firmly bound unto		
as the OWNER, in the penal sum of		
Signed this day of, 2020. The Principal has submitted to		
, a certain BID, attached hereto and hereby made a part		
hereof, to enter into a contract in writing for the		

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agree that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____L.S.) Principal

ппора

Surety

Ву: _____

IMPORTANT- - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Bid Bond

Contractor's	Printed	Name:
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Contractor's Fed. Tax ID #:



THE CITY OF KENAI SHORT FORM AGREEMENT

This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236

CONTRACTOR WILL PROVIDE THE CITY OF KENAI THE FOLLOWING SERVICE(S);

Interpretation: The following documents are incorporated herein by reference and shall be given the following order of precedence:

1. Addenda

2. Proposal / Drawings / Instructions to Bidders

3. This Short Form Agreement

4. General Conditions (See page two / reverse of this form if double sided)

5.Contractor's Proposal

Contractor's compensation will be (In words and numbers):

Time of commencement and completion:

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE GENERAL CONDITIONS			Contractor's Address & P	hone / Fax Numbers:	
Contractor's Signature		Date			
Recommended by:		Purchase Order Number:	App	proved by City Manager:	
Signature	Date		Sig	nature	Date

GENERAL CONDITIONS

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor. Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

Short Form Agreement

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)	
(Address of Contractor)	_
a, hereinafter called Principal, a (Corporation, Partnership, or Individual)	nd
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
hereinafter called Owner, in the penal sum of	f which sum well and truly

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ______ day of ______, 202_, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Community Wildfire Protection Plan Mitigation

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 he 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 owner all outlay and expense which the owner may incur in making good any default, then this obligation 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 to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its 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 Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

by these presents.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202_.

	(Principal)	(SEAL)
	(Principal Secretary)	
ATTEST:	BY	
(Witness as to Principal)	(Address)	
(Address)		
	(Surety)	(SEAL)
ATTEST:	BY (Attorney-in-Fact)
(Witness as to Surety)	(Address)	
(Address)		

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)	
(Name of Contractor)	
(Address of Contractor)	
a, hereinafter called Principal, (Corporation, Partnership, or Individual)	and
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner)	
hereinafter called Owner, in the penal sum of	of which sum well and truly

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ______ day of ______, 202_, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Community Wildfire Protection Plan Mitigation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials 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 materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of said work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or other-wise, then this obligation 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 to the work to be performed thereunder or the specifications accompanying the same shall in any ways affects its 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 Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

by these presents.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202_.

	(Principal)	(SEAL)
	(Principal Secretary)	
ATTEST:	BY	
(Witness as to Principal)	(Address)	
(Address)		
	(Surety)	(SEAL)
ATTEST:	BY (Attorney-in-Fact))
(Witness as to Surety)	(Address)	
(Address)		

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

<u>CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS</u> OF DEBTS AND CLAIMS ("Release")

PROJECT NAME: 2022 Community Wildfire Protection Plan Mitigation

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project ______between the undersigned and the City of Kenai dated _______the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$______, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.

4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect.

IN WITNESS WHEREOF	, this Release has been executed this	day of	, 2023.
	, and recould had been exceeded and	_~~, •	

(Contractor's signature)

Title_____

ACKNOWLEDGMENT

)) ss

THIRD JUDICIAL DISTRICT

STATE OF ALASKA

THIS IS TO CERTIFY that on this day of, 2023, before the
undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn,
personally appeared, who,
having produced satisfactory evidence of identification, and having acknowledged the voluntary
and authorized execution of the foregoing instrument for the purposes therein mentioned,
executed the above and foregoing instrument.

Notary Public for Alaska

My Commission Expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT:	
CONTRACT DATE:	

CONTRACTOR:

TO: CITY OF KENAI, OWNER 210 Fidalgo Avenue Kenai, AK 99611 Attn: Public Works Department

In accordance with the provisions of the above-referenced Contract between Owner, City of Kenai, and Contractor, Surety (insert name and address of Surety),

does hereby consent to and approve of the final payment to Contractor in the amount of \$_____, and in the case of Surety, it is further agrees as follows:

1. In giving this Consent, Surety has made its own investigation to determine whether said payment should be made to Contractor and Surety has not relied on any representation by the City of Kenai or its employees or agents which has induced it to consent to such payment.

2. Surety agrees that this payment shall not relieve Surety of any of its obligations to the City of Kenai as set forth in its Labor and Material Payment and Performance Bonds

and Surety waives any and all claims against City of Kenai for wrongful release of funds to Contractor.

IN WITNESS WHEREOF, said Surety Company has set its hand this _____ day of _____, 20____.

(Surety)

(Signature of authorized representative)

(Printed name and title)

ACKNOWLEDGMENT

STATE OF _____)) ss.

THIS IS TO CERTIFY that on the ____ day of _____, 20___, ____, Title: _____ of ______, Curety), being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument.

)

Notary Public for ______ My Commission Expires: _____

NOTE TO SURETY: ATTACH PROOF OF POWER OF ATTORNEY OR OTHER DOCUMENTATION DEMOSTRATING SIGNATORY MAY BIND SURETY.

SAMPLE Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806 ALASKA BUSINESS LICENSE The licensee named below holds Alaska Business License Number ____ Covering the period of: _____ through _ Line of Business: COMPANY NAME ADDRESS Owner: NAME OF OWNER This license shall not be taken as permission to do business in the state without having complied with The other requirements of the laws of the State of Alaska or of the United States. Alaska Department of Commerce, Community, and Economic Development Commissioner: This license must be posted in a conspicuous place at the business location. It is not transferable or assignable. SAMPLE **STATE OF ALASKA** No. Effective: **DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC** Expires: ___

DEVELOPMENT Division of Occupational Licensing

Division of Occupational Licensing

Certifies that

COMPANY NAME

Is a Registered

Specialty

Commissioner: _____

ACORD

1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVI BELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OR PRODUCER, AND	ELY OR NEGATIVELY AMENE RANCE DOES NOT CONSTITU THE CERTIFICATE HOLDER.), EXTEND OR ALT	ER THE CO	VERAGE AFFORDED BY THE ISSUING INSURER(S),	THE POLICIES AUTHORIZED
IMPORTANT: If the certificate holder is the terms and conditions of the policy, c certificate holder in lieu of such endorses	ertain policies may require an	e policy(ies) must be endorsement. A sta	e endorsed. tement on th	If SUBROGATION IS WAIN his certificate does not cont	/ED, subject to fer rights to the
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				GENERAL AGGREGATE \$	2,000,000
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Re: PROJECT NAME					
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		CANOCI LATION			
CERTIFICATE HOLDER		CANCELLATION			
City of Kenai		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Public Works 210 Fidalgo Ave Kenai, AK 99611	AUTHORIZED REPRESENTATIVE				
ACORD 25 (2010/05)		© 19	88-2010 ACC	ORD CORPORATION. All	rights reserved.
-	The ACORD name and logo a	re registered marks	of ACORD		

MINIMUM RATES OF PAY For Laborers and Mechanics

Effective September 1, 2022

Issue 45

PAMPHLET No. 600

Title 36. Public Contracts AS 36.05

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

Wage and Hour

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Department of Labor and Workforce Development

Office of the Commissioner

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

September 1, 2022

TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2022.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2022, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the <u>latest</u> wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

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

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

Sincerely,

anke >

Dr. Tamika L. Ledbetter 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 current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under <u>AS 36.05.010</u>.
- (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 <u>AS 36.05.070</u> 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'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 <u>AS 36.05.070</u>.
- (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 <u>AS 36.05.070</u>, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) west of Livengood on the Elliot Highway, AK-2;

(2) on the Dalton Highway, AK-11;

(3) north of milepost 20 on the Taylor Highway, AK-5;

(4) east of Chicken on the Top of the World Highway; or

(5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

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

(1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and

(2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

<u>8 AAC 30.900. General definitions</u> (selected excerpts only):

In this chapter and in AS 36

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

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

ADDITIONAL INFORMATION

PER DIEM

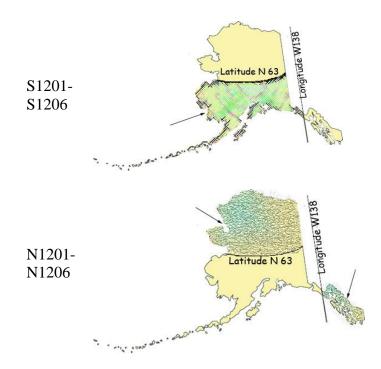
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

LABORER CLASSIFICATION CLARIFICATION

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



APPRENTICE RATES

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

FRINGE BENEFIT PLANS

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

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of <u>8 AAC 30.020(c)</u>, 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 <u>8 AAC 30.025</u> (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

EMPLOYMENT PREFERENCE INFORMATION

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

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

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

Anchorage

Juneau

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

Email: statewide.wagehour@alaska.gov PO Box 111149 Juneau, Alaska 99811 Phone: (907) 465-4842

Email: statewide.wagehour@alaska.gov Fairbanks

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

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code Classification of Laborers & Mechanics	BHR H&V	V PEN	TRN	Other	Benefits	THR
Boilermakers						
*See per diem note on last page						
A0101 Boilermaker (journeyman)	46.97 8.57	18.08	1.90	VAC 4.25	SAF 0.34	80.11
Bricklayers & Blocklayers						
*See per diem note on last page						
A0201 Blocklayer	42.01 9.00	10.20	0.62	L&M 0.20		62.03
Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter						
A0202 Tuck Pointer Caulker	42.01 9.00	10.20	0.62	L&M 0.20		62.03
Cleaner (PCC) A0203 Marble & Tile Finisher	35.84 9.00	10.20	0.62	L&M 0.20		55.86
	55.04 9.00	10.20	0.02	0.20		55.00
A0204 Torginal Applicator	35.84 9.00	10.20	0.62	L&M 0.20		55.86
Carpenters, Region I (North of 63 latitude)						
*See per diem note on last page						
N0301 Carpenter (journeyman)	43.34 10.3	5 15.82	1.75		SAF 0.20	71.66
Lather/Drywall/Acoustical						
Carpenters, Region II (South of N63 latitude) *See per diem note on last page						
S0301 Carpenter (journeyman)	43.34 10.3	5 16.36	1.75	L&M 0.20	SAF 0.20	72.20
Lather/Drywall/Acoustical						
Cement Masons *See per diem note on last page						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
	nt Masons						
2	*See per diem note on last page						
						L&M	
A0401	Group I, including:	40.13	8.70	11.80	1.43	0.10	62.16
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Finisher						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Concrete Polishing						
	Concrete Repair						
	1						
	Curb & Gutter, Sidewalk Curing of All Concrete						
	General Concrete Pour Tender						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Screeder or Rodder						
	Spackling/Skim Coating						
10402	Group II, including:	40.13	8 70	11.80	1 / 2	L&M 0.10	62.16
A0402	Group II, including.	40.15	0.70	11.00	1.45	0.10	02.10
	Form Setter						
						L&M	
A0403	Group III, including:	40.13	8.70	11.80	1.43	0.10	62.16
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator (all concrete surfaces)					тем	
A 0404	Group IV, including:	40.13	8 70	11.80	1 43	L&M 0.10	62.16
A0404	Group IV, meruding.	40.15	0.70	11.00	1.+5	0.10	02.10
	Acoustical or Imitation Acoustical Finish						
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
Wa	ge benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancem	nent fund: LF	G=lega	l fund: I	&M=la	bor/management fun	d:

Class Code Classification of Laborers & Mechanics	BHR H&W PEN	TRN Other Benefits THE
Cement Masons *See per diem note on last page		
A0404 Group IV, including:	40.13 8.70 11.80	L&M 1.43 0.10 62.10
Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile Tunnel Worker		
A0405 Group V, including:	40.13 8.70 11.80	L&M 1.43 0.10 62.10
 Casting and finishing EIFS Systems Finishing of all interior and exterior plastering Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass) Gypsum, Portland Cement Kindred material and products Operation and control of all types of plastering machines, including power tools and floats, used by the industry Overcoating and maintenance of interior/exterior plaster surfaces Plasterer Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems") Venetian plaster and color-integrated Italian/Middle-Eastern line plaster 		
Culinary Workers		
A0501 Baker/Cook	29.12 7.31 8.68	LEG 45.1
A0503 General Helper	25.82 7.31 8.68	LEG 41.8
Housekeeper Janitor Kitchen Helper		
A0504 Head Cook	29.72 7.31 8.68	LEG 45.7
A0505 Head Housekeeper	26.20 7.31 8.68	LEG 42.19
Head Kitchen Help		
Dredgemen *See per diem note on last page		
A0601 Assistant Engineer	42.76 11.05 13.75	L&M 1.00 0.10 0.05 68.7
Craneman		

Class

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other]	Benefits	THR
Dredg							
*	*See per diem note on last page						
<u>A0601</u>	Assistant Engineer	42.76 11.05	13.75	1.00	L&M 0.10	0.05	68.71
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder						
<u>A0602</u>	Assistant Mate (deckhand)	41.60 11.05	13.75	1.00	L&M 0.10	0.05	67.55
<u>A0603</u>	Fireman	42.04 11.05	13.75	1.00	L&M 0.10	0.05	67.99
<u>A0605</u>	Leverman Clamshell	45.29 11.05	13.75	1.00	L&M 0.10	0.05	71.24
<u>A0606</u>	Leverman Hydraulic	43.53 11.05	13.75	1.00	L&M 0.10	0.05	69.48
<u>A0607</u>	Mate & Boatman	42.76 11.05	13.75	1.00	L&M 0.10	0.05	68.71
<u>A0608</u>	Oiler (dredge)	42.04 11.05	13.75	1.00	L&M 0.10	0.05	67.99
Electri *	icians *See per diem note on last page						
A0701	Inside Cable Splicer	42.77 14.23	13.92	0.95	L&M 0.20	LEG 0.15	72.22
<u>A0702</u>	Inside Journeyman Wireman, including:	42.44 14.23	14.16	0.95	L&M 0.20	LEG 0.15	72.13
	Technicians (including use of drones in electrical construction)				L&M	LEG	
A0703	Power Cable Splicer	63.04 14.23	19.08	0.95	0.25	0.15	97.70
<u>A0704</u>	Tele Com Cable Splicer	50.53 14.23	17.17	0.95	L&M 0.20	LEG 0.15	83.23
<u>A0705</u>	Power Journeyman Lineman, including:	61.29 14.23	19.03	0.95	L&M 0.25	LEG 0.15	95.90
	Power Equipment Operator Technician (including use of drones in electrical construction)						
<u>A0706</u>	Tele Com Journeyman Lineman, including:	48.78 14.23	17.11	0.95	L&M 0.20	LEG 0.15	81.42
	Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator						

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other H	Benefits	THR
<mark>Electri</mark>						
*	See per diem note on last page					
<u>A0707</u>	Straight Line Installer - Repairman	48.78 14.23 17.11	0.95	L&M 0.20		81.42
<u>A0708</u>	Powderman	59.29 14.23 18.97	0.95	L&M 0.25		93.84
<u>A0710</u>	Material Handler	26.57 13.92 5.80	0.15	L&M 0.15	LEG 0.15	46.74
A0712	Tree Trimmer Groundman	29.12 14.23 13.35		L&M 0.15		57.15
				L&M		
<u>A0713</u>	Journeyman Tree Trimmer	38.05 14.23 13.62	0.15	0.15 L&M	0.15 LEG	66.35
<u>A0714</u>	Vegetation Control Sprayer	41.60 14.23 13.73	0.15	0.15	0.15	70.01
<u>A0715</u>	Inside Journeyman Communications CO/PBX	41.02 14.23 13.87	0.95	L&M 0.20	LEG 0.15	70.42
	or Workers					
*	See per diem note on last page					
<u>A0802</u>	Elevator Constructor	44.21 16.02 20.21	0.65	L&M 0.60	VAC 4.90	86.59
<u>A0803</u>	Elevator Constructor Mechanic	63.16 16.02 20.21	0.65	L&M 0.60		107.65
Heat &	z Frost Insulators/Asbestos Workers					
*	See per diem note on last page					
<u>A0902</u>	Asbestos Abatement-Mechanical Systems	40.32 9.24 11.12	1.20	IAF 0.14	LML 0.05	62.07
<u>A0903</u>	Asbestos Abatement/General Demolition All Systems	40.32 9.24 11.12	1.20	IAF 0.14	LML 0.05	62.07
<u>A0904</u>	Insulator, Group II	40.32 9.24 11.12	1.20	IAF 0.14	LML 0.05	62.07
<u>A0905</u>	Fire Stop	40.32 9.24 11.12	1.20	IAF 0.14	LML 0.05	62.07
<mark>IronW</mark>	orkers					
*	See per diem note on last page					
<u>A1101</u>	Ironworkers, including:	41.49 9.91 24.95	0.77	L&M 0.20	IAF 0.24	77.56

Bender Operators Bridge & Structural Hangar Doors Hollow Metal Doors Industrial Doors Industrial Doors Machinery Mover Ornamental Reinforcing Rigger Sheeter Signalman Stage Rigger Toxic Haz-Mat Work Welder Al102 Helicopter 42.49 9.91 24.95 0.77 0.20 0.24 78. Helicopter (used for rigging and setting) Tower (energy producing windmill type towers to include nacelle and blades) 1.4 1.4 0.20 0.24 74. A1103 Fence/Barrier Installer 37.99 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 0.20 0.24 75. Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page *See per diem note on last page 1.4 1.40 0.20 0.20 0.20 6.4 N1201 Group I, including: 33.00 8.95 21.16	Class Code Classification of Laborers & Mechanics	BHR H&W F	PEN '	TRN	Other B	Benefits	THR
A1101 Ironworkers, including: 41.49 9.91 24.95 0.77 0.20 0.24 77. Bridge & Structural Hagar Doors Hollow Metal Doors Industrial Doors Industrial Doors Industrial Doors Industrial Doors Machinery Mover Ornamental Reinforcing Rigger Structural Sheeter Signalman Stage Rigger Toxic Haz-Mat Work Welder 42.49 9.91 24.95 0.77 0.20 0.24 78. Helicopter 42.49 9.91 24.95 0.77 0.20 0.24 78. Helicopter 42.49 9.91 24.95 0.77 0.20 0.24 78. Helicopter (used for rigging and setting) Toxic Haz-Mat Work Welder 1.45 1.45 1.45 A1103 Fence/Barrier Installer 37.99 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 0.20 0.24 75. Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) ** <	IronWorkers						
A1101 Ironworkers, including: 41.49 9.91 24.95 0.77 0.20 0.24 77. Bender Operators Bridge & Structural Hangar Doors Hollow Metal Doors Industrial Doors Industrial Doors Industrial Doors Machinery Mover Ornamental Reinforcing Rigger Sheeter Signalman Stage Rigger Toxic Haz-Mat Work Welder 42.49 9.91 24.95 0.77 0.20 0.24 78. A1102 Helicopter 42.49 9.91 24.95 0.77 0.20 0.24 78. Helicopter (used for rigging and setting) Towie (nercy producing windmill type towers to include nacelle and blades) 0.77 0.20 0.24 74. A1103 Fence/Burrier Installer 37.99 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard	*See per diem note on last page						
Bridge & Structural Hangar Doors Hollow Metal Doors Industrial Doors Machinery Mover Ornamental Reinforcing Rigger Sheeter Signalman Stage Rigger Toxic Haz-Matt Work Welder Atl102 Helicopter (used for rigging and setting) Tower (encry producing windmill type towers to include nacelle and blades) Atl103 Fence/Barrier Installer Atl104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 0.20 0.24 74. Atl104 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 74. Atl105 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 74. Atl105 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 74. Atl105 Guard Rail Installer 33.00 8.95 21.16 1.46 0.20 0.24 75.	A1101 Ironworkers, including:	41.49 9.91 2	4.95	0.77			77.56
Hargar Doors Hollow Metal Doors Industrial Doors Machinery Mover Ornamental Reinforcing Rigger Sheeter Signalman Stage Rigger Toxic Haz-Mat Work Welder 41102 Helicopter (used for rigging and setting) Tower (energy producing windmill type towers to include nacelle and blades) A1103 Fence/Barrier Installer A1104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 0.20 0.24 74. A1104 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 74. A1105 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 74. A1105 Guard Rail Installer 33.00 8.95 21.16 1.40 0.20 0.24 74. A1105 Guard Rail Installer <td>Bender Operators</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Bender Operators						
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Name Nam Name Name							
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Tower (energy producing windmill type towers to include nacelle and blades) A1103 Fence/Barrier Installer 37.99 9.91 24.95 0.77 L&M IAF A1104 Guard Rail Layout Man 38.73 9.91 24.95 0.77 D.20 0.24 74. A1105 Guard Rail Layout Man 38.73 9.91 24.95 0.77 D.20 0.24 74. A1105 Guard Rail Installer 38.99 9.91 24.95 0.77 D.20 0.24 74. A1105 Guard Rail Installer 38.99 9.91 24.95 0.77 D.20 0.24 75. Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) * * * * * E KM IAF 0.20 0.24 75. Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *<	A1102 Helicopter	42.49 9.91 2	4.95	0.77			78.56
Tower (energy producing windmill type towers to include nacelle and blades)A1103Fence/Barrier Installer37.999.9124.950.77L&MIAF 0.2074.A1104Guard Rail Layout Man38.739.9124.950.77L&MIAF 0.2074.A1105Guard Rail Layout Man38.739.9124.950.77D.200.2474.A1105Guard Rail Installer38.999.9124.950.77D.200.2475.Laborers(The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last pageKee per diem note on last pageKee per diem note on last pageKee per diem note on last pageL&MLEG 0.20 <td>Helicopter (used for rigging and setting)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Helicopter (used for rigging and setting)						
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A1104Guard Rail Layout Man38.739.9124.950.770.200.2474.A1105Guard Rail Installer38.999.9124.950.770.200.2475.Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last pageL&ML&ML&MLEGN1201Group I, including:33.008.9521.161.400.200.2064.Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant LaborerVIII (Line Maintenance) LaborerVIII (Line Maintenance) Line Maintenance LaborerVIII (Line Maintenance) LaborerVIII (Line Maintenance) LaborerVIII (Line Maintenance) Laborer	A1103 Fence/Barrier Installer	37.99 9.91 2	4.95	0.77			74.06
A1105 Guard Rail Installer L&M IAF A1105 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 75. Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page L&M LEG N1201 Group I, including: 33.00 8.95 21.16 1.40 0.20 0.20 64. Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer	A1104 Guard Rail Layout Man	38.73 9.91 2	4.95	0.77			74.80
A1105 Guard Rail Installer 38.99 9.91 24.95 0.77 0.20 0.24 75. Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N63 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitude and east of W138 longitude) Image: Composition of N64 latitu							
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page N1201 Group I, including: L&M LEG Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer	A1105 Guard Dail Installar	28.00 0.01 2	4.05	0 77			75.06
*See per diem note on last page N1201 Group I, including: 33.00 8.95 21.16 1.40 0.20 0.20 64. Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer	AII05 Guard Rail Installer	38.99 9.91 2	4.95	0.77	0.20	0.24	/3.00
N1201 Group I, including: L&M LEG Asphalt Worker (shovelman, plant crew) 33.00 8.95 21.16 1.40 0.20 0.20 64. Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer 7<	Laborers (The Alaska areas north of N63 latitude and east of W138 lo	ongitude)					
N1201Group I, including:33.008.9521.161.400.200.2064.Asphalt Worker (shovelman, plant crew)Brush CutterCamp Maintenance LaborerCarpenter Tender or HelperChoke Setter, Hook Tender, Rigger, SignalmanConcrete Labor (curb & gutter, chute handler, curing, grouting, screeding)Crusher Plant Laborer	*See per diem note on last page						
Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer	N1201 Group I, including:	33.00 8.95 2	1.16	1.40			64.91
Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer							
Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer							
Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer							
Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer							
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer	· ·						
Crusher Plant Laborer	Concrete Labor (curb & gutter, chute handler, curing, grouting,						
	Demolition Laborer						

N1201	Group I, including:	33.00	8.95	21.16	1.40	L&M 0.20	LEG 0.20	64.91
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered							
	decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							
						L&M	LEG	
N1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91
	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

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

Classification of Laborers & Mechanics

*See per diem note on last page

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

BHR H&W PEN TRN Other Benefits THR

Code	Classification of Laborers & Mechanics
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*See per diem note on last page

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

202 Group II, including:	34.00	8.95	21.16	1.40	L&N 0.20
Environmental Laborer (asbestos, marine work)					
Floor Preparation, Core Drilling					
Foam Gun or Foam Machine Operator					
Green Cutter (dam work)					
Gunite Operator					
Hod Carrier					
Jackhammer/Chipping Gun or Pavement Breaker					
Laser Instrument Operator					
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)					
Mason Tender & Mud Mixer (sewer work)					
Pilot Car					
Pipelayer Helper					
Plasterer, Bricklayer & Cement Finisher Tender					

Powderman Helper Power Saw Operator Railroad Switch Layout Laborer Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer Timberman

	N1203	Group III,	including:
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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)

N1204 Group IIIA

Page 8

Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field)

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

LEG 0.20 65.91

L&M LEG

L&M LEG

0.20

70.09

0.20

66.81

0.20

34.90 8.95 21.16 1.40

38.18 8.95 21.16 1.40 0.20

Class

Laborary (The Alaska areas north of NG2 latitude and east of W129 lat	ngitud	.)					
Laborers (The Alaska areas north of N63 latitude and east of W138 log *See per diem note on last page	ngituae	9					
					тем	LEC	
N1204 Group IIIA	38.18	8.95	21.16	1.40	L&M 0.20	0.20	70.09
Driller (including, but not limited to wagon drills, air-track drills,							
hydraulic drills)							
Pioneer Drilling & Drilling Off Tugger (all type drills)							
Pipelayers							
Powderman (Employee Possessor)							
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
Traffic Control Supervisor, DOT Qualified						LEO	
N1205 Group IV	22.57	8.95	21.16	1.40	L&M 0.20	LEG 0.20	54.48
Final Building Cleanup							
Permanent Yard Worker							
					L&M	LEG	
N1206 Group IIIB	41.97	6.24	21.16	1.40	0.20	0.20	71.17
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
Federal Powderman (Responsible Person in Charge)							
Grade Checking (setting or transferring of grade marks, line and grade,							
GPS, drones)							
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours))						
Stake Hopper							
Laborers (The area that is south of N63 latitude and west of W138 long	<mark>gitude)</mark>						
*See per diem note on last page	Č /						
					L&M	LEG	
S1201 Group I, including:	33.00	8.95	21.16	1.40	0.20	0.20	64.91
Asphalt Worker (shovelman, plant crew)							
Brush Cutter							
Camp Maintenance Laborer							
Carpenter Tender or Helper							
Choke Setter, Hook Tender, Rigger, Signalman							
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
Crusher Plant Laborer							
Demolition Laborer							
Ditch Digger							
Dumpman							
Environmental Laborer (hazard/toxic waste, oil spill)							
Environmental Laborer (hazard/toxic waste, oil spill)							

	*See per diem note on last page							
1201	Group I, including:	33.00	8.95	21.16	1.40	L&M 0.20	LEG 0.20	64.9
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							
						L&M	LEG	
202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (nower buggy concrete saws pumpcrete nozzleman							

BHR H&W PEN TRN Other Benefits THR

Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman,

vibratorman) Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Classification of Laborers & Mechanics

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

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

Class	
Code	Classification of Laborers & Mechanics

Labore	rs (The area that is south of N63 latitude and west of W138 lon	gitude)							
*	See per diem note on last page								
S1202	Group II, including:	34.00	8.95	5 21	.16	1.40	L&M 0.20	LEG 0.20	65.91
	Jackhammer/Chipping Gun or Pavement Breaker								
	Laser Instrument Operator								
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)								
	Mason Tender & Mud Mixer (sewer work)								
	Pilot Car								
	Pipelayer Helper								
	Plasterer, Bricklayer & Cement Finisher Tender								
	Powderman Helper								
	Power Saw Operator								
	Railroad Switch Layout Laborer								
	Sandblaster								
	Scaffold Building & Erecting								
	Sewer Caulker								
	Sewer Plant Maintenance Man								
	Thermal Plastic Applicator								
	Timber Faller, Chainsaw Operator, Filer								
	Timberman								
<u>S1203</u>	Group III, including:	34.90	8.95	5 21	.16	1.40	L&M 0.20	LEG 0.20	66.81
	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)								
S1204	Group IIIA	38.18	8.95	5 21	.16	1.40	0.20	0.20	70.09
	Asphalt Raker, Asphalt Belly Dump Lay Down								
	Drill Doctor (in the field)								
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)								
	Pioneer Drilling & Drilling Off Tugger (all type drills)								
	Pipelayers Powderman (Employee Possessor)								

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
	ers (The area that is south of N63 latitude and west of W138 long	<mark>itude)</mark>						
*	*See per diem note on last page							
<u>S1204</u>	Group IIIA	38.18	8.95	21.16	1.40	L&M 0.20	LEG 0.20	70.09
	Traffic Control Supervisor, DOT Qualified							
<u>S1205</u>	Group IV	22.57	8.95	21.16	1.40	L&M 0.20	LEG 0.20	54.48
	Final Building Cleanup Permanent Yard Worker					TONE		
S1206	Group IIIB	41.97	6.24	21.16	1.40	L&M 0.20	LEG 0.20	71.17
	 Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper 							
Millw	rights							
×	*See per diem note on last page							
<u>A1251</u>	Millwright (journeyman)	46.48	10.35	12.87	1.10	L&M 0.40	0.05	71.25
<u>A1252</u>	Millwright Welder	47.48	10.35	12.87	1.10	L&M 0.40	0.05	72.25
Painte	ers, Region I (North of N63 latitude)							
	*See per diem note on last page							
N1301	Group I, including:	36.08	9.27	15.10	1.08	L&M 0.07		61.60
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll					1.025		
N1302	Group II, including:	36.60	9.27	15.10	1.08	L&M 0.07		62.12
Wa	Bridge Painter Epoxy Applicator General Drywall Finisher Hand/Spray Texturing Industrial Coatings Specialist ge benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancemen	fund-1 F	G=lega	l fund: I	&M=lai	hor/manag	rement fun	d:

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Painters, Region I (North of N63 latitude)	
*See per diem note on last page	
N1302 Group II, including:	L&M 36.60 9.27 15.10 1.08 0.07 62.12
Machine/Automatic Taping	
Pot Tender	
Sandblasting	
Specialty Painter	
Spray	
Structural Steel Painter	
Wallpaper/Vinyl Hanger	
N1304 Group IV, including:	40.74 9.27 18.21 1.05 0.05 69.32
Glazier	
Storefront/Automatic Door Mechanic	
N1305 Group V, including:	39.44 9.27 5.00 1.10 0.10 54.91
Carpet Installer	
Floor Coverer	
Heat Weld/Cove Base	
Linoleum/Soft Tile Installer	
N1306 Group VI, including:	50.44 10.23 5.00 1.10 0.10 66.87
Traffic Control Striper	
Painters, Region II (South of N63 latitude)	
*See per diem note on last page	
S1301 Group I, including :	L&M 33.22 9.27 15.95 1.08 0.07 59.59
Brush	
General Painter	
Hand Taping	
Hazardous Material Handler	
Lead-Based Paint Abatement	
Roll	
Spray	
S1302 Group II, including :	L&M 34.47 9.27 15.95 1.08 0.07 60.84
General Drywall Finisher	
Hand/Spray Texturing	
Machine/Automatic Taping	
Wallpaper/Vinyl Hanger	

Class Code Cla	assification of Laborers & Mechanics	BHR H&W PEN TR	N Other 1	Benefits THR
Painters, R	egion II (South of N63 latitude)			
*See	per diem note on last page			
			L&M	
S1303 Grou	ıp III, including :	34.57 9.27 15.95 1.0		60.94
Brid	lge Painter			
	xy Applicator			
-	istrial Coatings Specialist			
	Tender			
San	dblasting			
Spe	cialty Painter			
Stru	ctural Steel Painter			
			L&M	
S1304 Grou	ip IV, including:	40.95 9.27 17.25 1.0	8 0.07	68.62
Glaz	zier			
Stor	efront/Automatic Door Mechanic			
			L&M	
S1305 Grou	ıp V, including:	39.44 9.27 5.00 1.1	0 0.10	54.91
Car	pet Installer			
-	or Coverer			
Hea	t Weld/Cove Base			
Line	bleum/Soft Tile Installer			
S1306 Grou	ıp VI, including:	50.44 10.23 5.00 1.1	0 0.10	66.87
Traf	fic Control Striper			
<mark>Piledrivers</mark>				
*See	per diem note on last page			
			L&M	IAF
A1401 Pileo	lriver	43.34 10.35 15.82 1.7	5 0.20	0.20 71.66
Ass	istant Dive Tender			
	penter/Piledriver			
Rig				
	et Stabber			
Skif	f Operator			
			L&M	IAF
A1402 Pileo	lriver-Welder/Toxic Worker	44.34 10.35 15.82 1.7	5 0.20	0.20 72.66
			L&M	IAF
A1403 Rem	otely Operated Vehicle Pilot/Technician	47.65 10.35 15.82 1.7		0.20 75.97
Sing	gle Atmosphere Suit, Bell or Submersible Pilot			
2			L&M	IAF
A1404 Dive	r (working) **See note on last page	87.45 10.35 15.82 1.7	5 0.20	0.20 115.77

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Piledrivers	
*See per diem note on last page	
A1405 Diver (standby) **See note on last page	L&M IAF 47.65 10.35 15.82 1.75 0.20 0.20 75.94
A1406 Dive Tender **See note on last page	L&M IAF 46.65 10.35 15.82 1.75 0.20 0.20 74.97
A1407 Welder (American Welding Society, Certified Welding Inspector)	L&M IAF 48.90 10.35 15.82 1.75 0.20 0.20 77.22
Plumbers, Region I (North of N63 latitude)	
*See per diem note on last page	
N1501 Journeyman Pipefitter	L&M S&L 45.41 11.75 17.45 1.50 0.65 76.76
Plumber Welder	
Plumbers, Region II (South of N63 latitude) *See per diem note on last page	
S1501 Journeyman Pipefitter	L&M 41.00 11.88 15.27 1.55 0.20 69.90
Plumber Welder	
Plumbers, Region IIA (1st Judicial District) *See per diem note on last page	
	L&M
X1501 Journeyman Pipefitter	41.32 13.37 11.75 2.50 0.24 69.18
Plumber Welder	
Power Equipment Operators *See per diem note on last page	
A1601 Group I, including:	L&M 43.53 11.05 13.75 1.00 0.10 0.05 69.48
Asphalt Roller: Breakdown, Intermediate, and Finish Back Filler	
Barrier Machine (Zipper)	
Beltcrete with Power Pack & similar conveyors	
Bending Machine	
Boat Coxswain	
Bulldozer Cableways, Highlines & Cablecars	
Wage benefits key: BHR=basic hourly rate: H&W=health and welfare: IAF=industry adva	

Class Code C	lassification of Laborers & Mechanics
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BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

Group I, including:	43.53 1	<u>11.05</u> 1	3.75	1.00	L&M 0.10	0.05	69.4
Cleaning Machine							
Coating Machine							
Concrete Hydro Blaster							
Cranes (45 tons & under or 150 feet of boom & under (including jib &							
attachments))							
(a) Hydralifts or Transporters, (all track or truck type)							
(b) Derricks							
(c) Overhead							
Crushers							
Deck Winches, Double Drum							
Ditching or Trenching Machine (16 inch or over)							
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
Grade Checker and/or Line and Grade including Drone							
Helicopters							
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
Hydro Ax, Feller Buncher & similar							
Hydro Excavation (Vac-Truck and Similar)							
Loaders (2 1/2 yards through 5 yards, including all attachments):							
(a) Forklifts (with telescopic boom & swing attachment)							
(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
(c) Loaders, (with forks or pipe clamp)							
(d) Loaders, (elevating belt type, Euclid & similar types)							
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
Micro Tunneling Machine							
Mixers: Mobile type with hoist combination							
Motor Patrol Grader							
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill							
Operator and/or Shield							
Off-Road Hauler (including Articulating and Haul Trucks)							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
Remote Controlled Equipment							
Scraper (through 40 yards)							

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other B	Benefits	5 THR
	Equipment Operators					
*	See per diem note on last page					
				L&M		
A1601	Group I, including:	43.53 11.05 13.75	1.00	0.10	0.05	69.48
	• •					
	Service Oiler/Service Engineer					
	Shot Blast Machine					
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)					
	Sideboom (under 45 tons)					
	Sub Grader (Gurries & similar types)					
	Tack Tractor					
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter					
	Wate Kote Machine					
	wate Kote Machine			L&M		
A1602	Group IA, including:	45.29 11.05 13.75	1 00	0.10	0.05	71.24
111002		10.29 11.00 10.70	1.00	0.10	0.02	/ 1.2 1
	Camera/Tool/Video Operator (Slipline)					
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer,					
	Mechanic (over 10,000 hours)					
	Cranes (over 45 tons or 150 feet including jib & attachments)					
	(a) Clamshells & Draglines (over 3 yards)					
	(b) Tower Cranes					
	Licensed Water/Waste Water Treatment Operator					
	Loaders (over 5 yards)					
	Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)					
	Power Plants (1000 k.w. & over)					
	Profiler, Reclaimer, and Roto-Mill					
	Quad					
	Scrapers (over 40 yards)					
	Screed					
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)					
	Sidebooms (over 45 tons)					
	Slip Form Paver, C.M.I. & similar types					
	Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)					
	Topside (Asphalt Laver, Sturry machine, Spreaders, and similar types)			L&M		
A1603	Group II, including:	42.76 11.05 13.75	1.00	0.10	0.05	68.71
111000						
	Boiler - Fireman					
	Cement Hogs & Concrete Pump Operator					
	Conveyors (except those listed in Group I)					
	Hoists on Steel Erection, Towermobiles & Air Tuggers					
	Horizontal/Directional Drill Locator					
	Locomotives, Rod & Geared Engines					
	Mixers Screening, Washing Plant					

Class

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 per diem note on last page	
A1603 Group II, including:	L&M 42.76 11.05 13.75 1.00 0.10 0.05 68
Sideboom (cradling rock drill, regardless of size) Skidder	
Trenching Machines (under 16 inches) Water/Waste Water Treatment Operator	
water/waste water Treatment Operator	L&M
A1604 Group III, including:	42.04 11.05 13.75 1.00 0.10 0.05 67.
"A" Frame Trucks, Deck Winches	
Bombardier (tack or tow rig)	
Boring Machine	
Brooms, Power (sweeper, elevator, vacuum, or similar)	
Bump Cutter	
Compressor	
Farm Tractor	
Forklift, Industrial Type	
Gin Truck or Winch Truck (with poles when used for hoisting)	
Hoists, Air Tuggers, Elevators	
Loaders:	
(a) Elevating-Athey, Barber Greene & similar types	
(b) Forklifts or Lumber Carrier (on construction job sites)	
(c) Forklifts, (with tower)	
(d) Overhead & Front End, (under 2-1/2 yards)	
Locomotives: Dinkey (air, steam, gas & electric) Speeders	
Mechanics, Light Duty	
Oil, Blower Distribution	
Posthole Digger, Mechanical	
Pot Fireman (power agitated)	
Power Plant, Turbine Operator, (under 200 k.w.)	
Pumps, Water	
Roller (other than Asphalt)	
Saws, Concrete	
Skid Hustler	
Skid Steer (with all attachments)	
Stake Hopper	
Straightening Machine	
Tow Tractor	
1605 Crown IV including:	L&M
A1605 Group IV, including:	35.83 11.05 13.75 1.00 0.10 0.05 61

Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits TH
Power Equipment Operators *See per diem note on last page	
A1605 Group IV, including:	L&M 35.83 11.05 13.75 1.00 0.10 0.05 61.7
Spotter Steam Cleaner Swamper (on trenching machines or shovel type equipment)	
Roofers *See per diem note on last page	
See per diem note on last page	
A1701 Roofer & Waterproofer	L&M 44.62 13.75 3.91 0.81 0.10 0.06 63.2
A1702 Roofer Material Handler	L&M 31.23 13.75 3.91 0.81 0.10 0.06 49.8
Sheet Metal Workers, Region I (North of N63 latitude)	
*See per diem note on last page	
N1801 Sheet Metal Journeyman	L&M 49.04 11.85 14.61 1.80 0.12 77.4
 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, roofing, flashing, decking and architectural sheet metal work Fabrication and installation of heating, ventilation and air conducts and equipment Fabrication and installation of louvers and hoods Fabrication and installation of sheet metal lagging Fabrication and installation of stainless steel commercial or infood service equipment HVAC-R Service Mechanic, servicing and maintaining HVAC Systems Manufacture, fabrication assembly, installation and alteration ferrous and nonferrous metal work Metal lavatory partitions Preparation of drawings taken from architectural and engineer required for fabrication and erection of sheet metal work Sheet Metal shelving Sheet Metal venting, chimneys and breaching Skylight installation 	ditioning dustrial C-R of all

Class Code

Classification of Laborers & Mechanics

74.54

Sheet	Metal Workers, Region II (South of N63 latitude)					
:	*See per diem note on last page					
S1801	Sheet Metal Journeyman	45.35	12.23	14.70	1.83	L&M 0.43
51801	Air Balancing and duct cleaning of HVAC systems Brazing, soldering or welding of metals Demolition of sheet metal HVAC systems Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work Fabrication and installation of heating, ventilation and air conditioning ducts and equipment Fabrication and installation of louvers and hoods Fabrication and installation of sheet metal lagging Fabrication and installation of stainless steel commercial or industrial food service equipment HVAC-R Service Mechanic, servicing and maintaining HVAC-R	43.33	12.23	14.70	1.83	0.43
	Systems					
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work					
	Metal lavatory partitions					
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work					

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching Skylight installation

Sprinkler Fitters *See per diem note on last page L&M A1901 Sprinkler Fitter 51.51 10.55 18.15 0.52 0.25 80.98 Surveyors *See per diem note on last page L&M A2001 Chief of Parties 46.16 12.23 13.64 1.15 0.10 73.28 L&M A2002 Party Chief 44.57 12.23 13.64 1.15 0.10 71.69 L&M A2003 Line & Grade Technician/Office Technician/GPS, Drones 43.97 12.23 13.64 1.15 0.10 71.09 L&M A2004 Associate Party Chief (including Instrument Person & Head Chain 41.85 12.23 13.64 1.15 0.10 68.97 Person)/Stake Hop/Grademan

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other Benefits	THR
<mark>Survey</mark>	ors					
*	See per diem note on last page					
					L&M	
A2006	Chain Person (for crews with more than 2 people)	37.51 12.23	13.64	1.15	0.10	64.63
Fundr	Drivers					
	See per diem note on last page					
	bee per diem note on hast page					
A2101	Group I, including:	42.94 12.23	13.64	1.15	L&M 0.10	70.06
	Air/Sea Traffic Controllers					
	Ambulance/Fire Truck Driver (EMT certified)					
	Boat Coxswain					
	Captains & Pilots (air & water)					
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)					
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards					
	Helicopter Transporter					
	Liquid Vac Truck/Super Vac Truck					
	Material Coordinator or Purchasing Agent					
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)					
	Semi with Double Box Mixer					
	Tireman, Heavy Duty/Fueler					
	Water Wagon (250 Bbls and above)					
A 2102	Crown 1A including	44 21 12 22	12 64	1 15	L&M 0.10	71.22
42102	Group 1A including:	44.21 12.23	15.04	1.13	0.10	71.33
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)					
	Jeeps (driver under load)					
	Lowboys, including tractor attached trailers & jeeps, up to & including					
	12 axles (over 12 axles or 150 tons to be negotiated)					
A2103	Group II, including:	41.68 12.23	13.64	1.15	L&M 0.10	68.80
	All Deltas, Commanders, Rollagons, & similar equipment					
	Batch Trucks (8 yards & up)					
	Batch Trucks (up to & including 7 yards)					
	Boom Truck/Knuckle Truck (over 5 tons)					
	Cacasco Truck/Heat Stress Truck					
	Construction and Material Safety Technician					
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards					
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)					

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THR
Truck	Drivers				
*	See per diem note on last page				
				L&M	
A2103	Group II, including:	41.68 12.23 13.64	1.15	0.10	68.80
	Mechanics				
	Oil Distributor Driver				
	Partsman				
	Ready-mix (up to & including 12 yards) Stringing Truck				
	Turn-O-Wagon or DW-10 (not self loading)				
	rum-O-wagon of Dw-10 (not sen toaunig)			L&M	
A2104	Group III, including:	40.86 12.23 13.64	1.15	0.10	67.98
	* ž	10.00 12.23 13.01	1.12	0.10	07170
	Boom Truck/Knuckle Truck (up to & including 5 tons)				
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks				
	with pups) over 10 yards up to & including 20 yards				
	Expeditor (electrical & pipefitting materials)				
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)				
	Greaser - Shop				
	Semi or Truck & Trailer				
	Thermal Plastic Layout Technician				
	Traffic Control Technician				
	Trucks/Jeeps (push or pull)				
				L&M	
A2105	Group IV, including:	40.28 12.23 13.64	1.15	0.10	67.40
	Air Cushion or similar type vehicle				
	All Terrain Vehicle				
	Buggymobile				
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment				
	(over 5 tons)				
	Bus Operator (over 30 passengers)				
	Cement Spreader, Dry				
	Combination Truck-Fuel & Grease				
	Compactor (when pulled by rubber tired equipment)				
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards				
	Dumpster				
	Expeditor (general)				
	Fire Truck/Ambulance Driver				
	Flat Beds, Dual Rear Axle				
	Flat Beds, Dual Rear Axle Foam Distributor Truck Dual Axle				
	Flat Beds, Dual Rear Axle Foam Distributor Truck Dual Axle Front End Loader with Fork				
	Flat Beds, Dual Rear Axle Foam Distributor Truck Dual Axle Front End Loader with Fork Grease Truck				
	Flat Beds, Dual Rear Axle Foam Distributor Truck Dual Axle Front End Loader with Fork				

Class

Code Classification of Laborers & Mechanics	BHR H&W PEN TRN	Other B	enefits TH
Fruck Drivers *See per diem note on last page			
		тем	
\2105 Group IV, including:	40.28 12.23 13.64 1.15	L&M 0.10	67.4
Loadmaster (air & water operations)			
Lumber Carrier			
Ready-mix, (up to & including 7 yards)			
Rigger (air/water/oilfield) Tireman, Light Duty			
Track Truck Equipment			
Truck Vacuum Sweeper			
Watehouseperson			
Water Truck (Below 250 Bbls)			
Water Truck (straight)			
Water Wagon, Semi		TONE	
A2106 Group V, including:	39.52 12.23 13.64 1.15	L&M 0.10	66.
	57.52 12.25 15.04 1.15	0.10	00.
Buffer Truck			
Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing			
Attachments (up to & including 5 tons)			
Bus Operator (up to 30 passengers)			
Farm Type Rubber Tired Tractor (when material handling or pulling			
wagons on a construction project)			
Flat Beds, Single Rear Axle			
Foam Distributor Truck Single Axle			
Fuel Handler (station/bulk attendant)			
Gear/Supply Truck			
Gravel Spreader Box Operator on Truck			
Hydro Seeders, Single axle			
Pickups (pilot cars & all light-duty vehicles)			
Rigger/Swamper			
Tack Truck			
Team Drivers (horses, mules, & similar equipment)			
unnel Workers, Laborers (The Alaska areas north of N63 latitude a	and east of W138 longitud	e)	
*See per diem note on last page	U	,	
		1.0.14	LEG
2201 Group Lincluding	36 30 8 05 21 16 1 40	L&M 0.20	LEG 0.20 68.2
2201 Group I, including:	36.30 8.95 21.16 1.40	0.20	0.20 08.
Brakeman			
Mucker			
Nipper			
Storm Water Pollution Protection Plan Worker (SWPPP Worker -			
erosion and sediment control Laborer)			
Topman & Bull Gang			

Class

Class Code	Classification of Laborers & Mechanics	BHR	H&W	V PEN	TRN	Other	Benefits	THR
	Workers, Laborers (The Alaska areas north of N63 latitude and	d east	of W	<mark>138 lo</mark> r	ngitud	le)		
~	See per diem note on last page							
N2201	Group I, including:	36.30	8.95	21.16	1.40	L&M 0.20	LEG 0.20	68.21
	Tunnel Track Laborer					L&M	LEG	
N2202	Group II, including:	37.40	8.95	21.16	1.40	0.20	0.20	69.31
	Burning & Cutting Torch Certified Erosion Sediment Control Lead (CESCL Laborer) Concrete Laborer Floor Preparation, Core Drilling Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper							
N2203	Group III, including:	38.39	8.95	21.16	1.40	L&M 0.20	LEG 0.20	70.30
	Miner Retimberman					L&M	LEG	
N2204	Group IIIA, including:	42.00	8.95	21.16	1.40		0.20	73.91
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayer Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified					1 2 M	LEC	
N2206	Group IIIB, including:	46.17	6.24	21.16	1.40	L&M 0.20	LEG 0.20	75.37
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper							

Class	
Code	Classification of Laborers & Mechanics

	el Workers, Laborers (The area that is south of N63 latitude and *See per diem note on last page	mest 0			,uut	,		
						L&M	LEG	
52201	Group I, including:	36.30	8.95	21.16	1.40	0.20	0.20	68.2
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
S2202	Group II, including:	37.40	8.95	21.16	1.40	L&M 0.20	LEG 0.20	69.3
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
S2203	Group III, including:	38.39	8.95	21.16	1.40	0.20	0.20	70.3
	Miner							
	Retimberman							
						L&M	LEG	
S2204	Group IIIA, including:	42.00	8.95	21.16	1.40	0.20	0.20	73.9
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
	Traffic Control Supervisor, DOT Qualified							
	Turne Condol Supervisor, DOT Quanned					L&M	LEG	
<u>82206</u>	Group IIIB, including:	46.17	6.24	21.16	1.40	0.20	0.20	75.3
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)							
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade,							
	GPS, drones)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)						
Wa	ge benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advanceme	ent fund L	FG=leg	al fund. I	&M=la	hor/manage	ement fun	d٠

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN	Other Benefits THR
	l Workers, Laborers (The area that is south of N63 latitude See per diem note on last page	and west of W138 longitude)
<u>S2206</u>	Group IIIB, including:	46.17 6.24 21.16 1.40	L&M LEG 0.20 0.20 75.37
	Stake Hopper		
	I Workers, Power Equipment Operators See per diem note on last page		
<u>A2207</u>	Group I	47.88 11.05 13.75 1.00	L&M 0.10 0.05 73.83
A2208	Group IA	49.82 11.05 13.75 1.00	L&M 0.10 0.05 75.77
A2209	Group II	47.04 11.05 13.75 1.00	L&M 0.10 0.05 72.99
A2210	Group III	46.24 11.05 13.75 1.00	L&M 0.10 0.05 72.19
	Group IV	39.41 11.05 13.75 1.00	L&M 0.10 0.05 65.36

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

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

Shipyard Rates Addendum

This Addendum was developed to address the specialized industry of shipbuilding/repair in Alaska, as it relates to public works. For the purposes of providing rates for shipyard work the Department is adopting Shipyard rates from the state of Washington (King County). These rates only apply to work done in shipbuilding/repair in Alaska, under a public contract. This addendum will be updated two times a year to coincide with the corresponding Issue of *Laborers and Mechanics MINIMUM RATES OF PAY*.

Class Code		BHR H&W PEN TRN Other Benefits THR
	d Workers ee total hourly(THR) note below	
A2300	Ship Building/Repair Boilermaker	47.45
A2305	Ship Building/Repair Carpenter	47.35
A2310	Ship Building/Repair Crane Operator	45.06
A2315	Ship Building/Repair Electrician	48.92
A2320	Ship Building/Repair Heat & Frost Insulator	82.02
A2325	Ship Building/Repair Laborer	47.35
A2330	Ship Building/Repair Mechanist	47.35
A2335	Ship Building/Repair Operating Engineer	45.06
A2340	Ship Building/Repair Painter	47.35
A2345	Ship Building/Repair Pipefitter	47.35
A2350	Ship Building/Repair Rigger	47.45
A2355	Ship Building/Repair Sheet Metal	47.35
A2360	Ship Building/Repair Shipwright	47.35
A2365	Ship Building/Repair Warehouse	45.06

*The THR includes the base hourly rate (BHR) and fringe benefits. Employers must pay a BHR and fringe benefit package that adds up to the THR. Fringe benefits included in the THR can be paid to employees in three ways; paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Appendix A

Scope of WorkSite Maps

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Scope of Work

This project encompasses the removal of beetle kill trees from within the gully areas as identified within the attached maps from Redoubt Ave down to the beach near the City's waste water plant. The four maps cover a total area of approximately 148 acres with approximately 105 acres within the project area for mitigation efforts.

Project Area – Map	Total Map Acres	Mitigation Acres
Kenai Gully CWPP - North	63	50
Kenai Gully CWPP – 4-5	6	3
Kenai Gully CWPP – Mid	27	18
Kenai Gully CWPP - South	52	34
Total	148	105

The terrain varies and will require a variety of methods and equipment to sufficiently mitigate the hazards. Steep terrain will require hand felling, while flatter terrain will be more suitable for equipment.

The requirement to be fulfilled by the Contractor is the removal of all dead or dying spruce trees of any diameter and any living spruce trees greater than 8" diameter measured at 60" from the ground (approximately breast height). In the event dead or diseased hardwoods are encountered they shall also be mitigated as part of this work. Healthy trees less than 8" in diameter should be retained for potential site regeneration. Where appropriate and practical, logs will be limbed and decked in an accessible area for public personal use firewood. Slash shall be lopped and scattered in a clean and organized manner in areas where chipping or removal of slash is not practical. One of the goals of the project is to minimize any mitigated material left behind that will allow the persistence of the beetles as temperatures warm back up.

Smaller healthy trees may be thinned to promote growth and will be limbed up to 8' above ground level to provide a fuel break along each side of the gully in an effort to reduce terrain driven fires that may start in the grasslands within the bottom of the gully.

It is noted to Contractors that the City has a slash disposal site approximately one mile from the project area where the City has been burning slash from previous City performed mitigation work. This site is available for Contractors use at their discretion, if hauling and then burning is preferred over chipping and dispersing. The site is located adjacent to the City soccer fields north of the project area.

Bidders are encouraged to walk the project areas to understand terrain challenges and access points. Decking locations will be coordinated with the City. The period for performance with this project is final completion prior to June 1, 2025. The grant expires June 30th, 2025. Contractors will not cut trees from May through August during peak beetle activity. However, trees that have been dropped during the winter months may be removed during this period.

Additional items of consideration include the requirement of a permit for tree removal within 100' of an Anadromous Stream required by the Alaska Department of Fish & Game (ADFG). The City will coordinate obtaining this permit with the contractor. The Contractor will be responsible for any provisions required within the permit. As cutting is not being requested within the wetlands area, we are expecting these requirements to be minimal.

The adjacent private property Owners will be notified prior to operations beginning within the project area. The City will provide the notification, the Contractor shall provide the schedule to be shared with residents. The Contractor shall take steps to minimize impact to residents, particularly with access to properties.

Funding for this project is being provided by primarily two grants, one from the USDA Forest Service and one from the State of Alaska. The Contractor will be required to abide by the provisions included within these grants. Supplemental Conditions detailing these provisions are attached to this document.

Federal Financial Assistance for this Work is provided through the Award of Domestic Grant 22-DG-11100106-815 between the City of Kenai and the USDA Forest Service Fire, Fuels & Aviation Management, State and Private Forestry Alaska Region.

Prime and sub-recipients to this Grant Award are subject to the OMB Guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to OMB guidance in 2 CFR 200 where full text may be found.

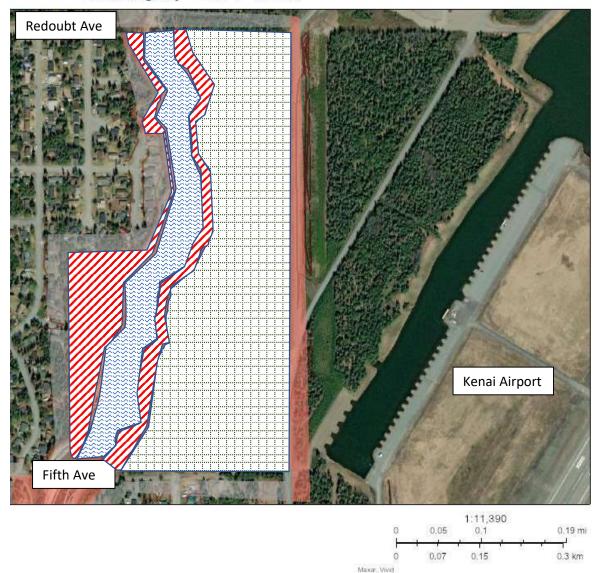
Electronic copies of the CFRs can be obtained at the following internet site: <u>www.ecfr.gov</u> If you are unable to retrieve these regulations electronically, please contact Scott Curtin, Director of Public Works at <u>publicworks@kenai.city</u>

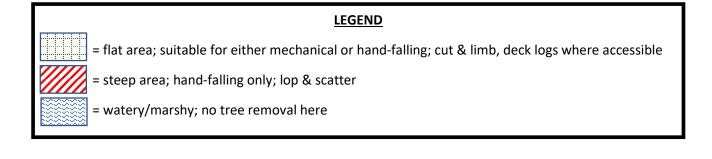
Sub-recipients under this Federal Award will comply with the terms and conditions and the cost principle and audit requirements of 2 CFR Part 200 Subpart E – Cost Principles, as applicable.

This Contract will be subject to the Alaska Title 36 Pamphlet 600 Minimum Rates of Pay for Laborers and Mechanics effective September 1, 2022 Issue 45 attached this document.

North end of gully, Redoubt Ave to Fifth Ave

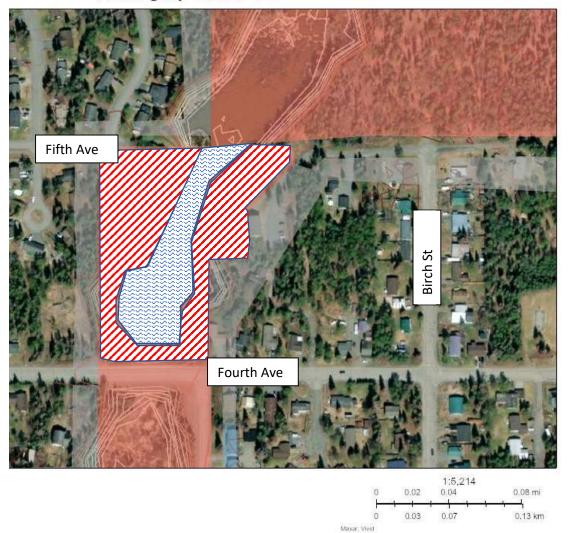
Kenai gully CWPP-north





Mid-gully, Fifth Ave to Fourth Ave

Kenai gully CWPP-4-5



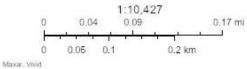
LEGEND

- = flat area; suitable for either mechanical or hand-falling; cut & limb, deck logs where accessible
 - = steep area; hand-falling only; lop & scatter
 - = watery/marshy; no tree removal here

Mid-gully, Fourth Ave to Kenai Spur Hwy

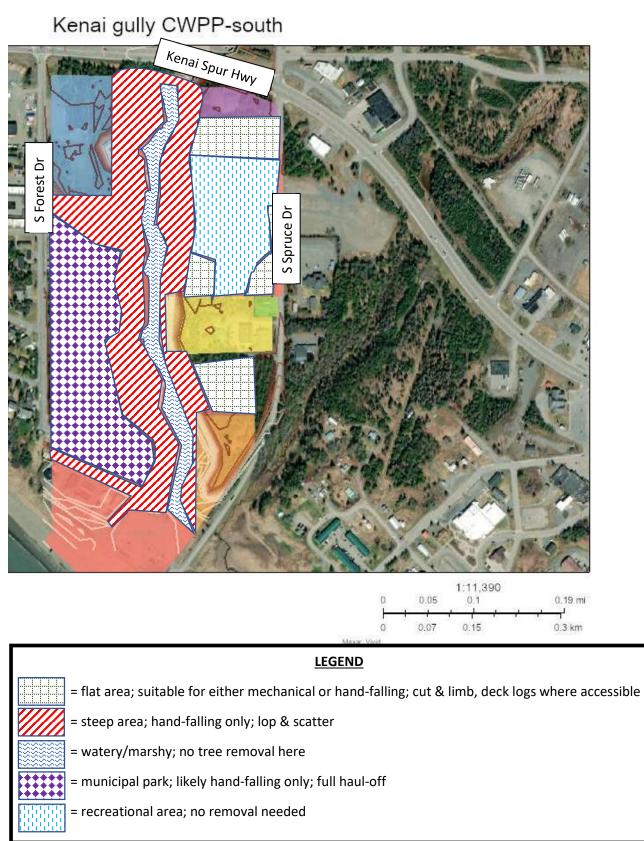
Kenai gully CWPP-mid





LEGEND = flat area; suitable for either mechanical or hand-falling; cut & limb, deck logs where accessible = steep area; hand-falling only; lop & scatter = watery/marshy; no tree removal here

South of Kenai Spur Hwy



Appendix B

Supplemental Conditions

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ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. <u>COLLABORATIVE ARRANGEMENTS</u>. Where permitted by terms of the award and Federal law, Recipient a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. <u>FOREST SERVICE LIABILITY TO THE RECIPIENT</u>. The United States shall not be liable to Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Recipient or any third party.
- C. <u>NOTICES</u>. Any notice given by the Forest Service or Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Recipient, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. <u>SUBAWARDS</u>. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at <u>fsrs.gov</u> in compliance with 2 CFR 170. *See Attachment B for full text.*

E. <u>FINANCIAL STATUS REPORTING</u>. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <u>https://www.grants.gov/web/grants/forms.html</u>.

F. <u>PROGRAM PERFORMANCE REPORTS</u>. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Recipient shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final performance report shall be submitted either with Recipient's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: Reports should be sent to the primary Forest Service Program Manager contact(s) as identified in Provision B (cc <u>SM.FS.spf-reports@usda.gov</u> on your transmittal).
- G. <u>NOTIFICATION</u>. Recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. <u>CHANGES IN KEY PERSONNEL</u>. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. <u>USE OF FOREST SERVICE INSIGNIA</u>. In order for Recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Recipient when permission is granted.
- J. <u>FUNDING EQUIPMENT</u>. Federal funding under this award is not available for reimbursement of Recipient's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. <u>PUBLIC NOTICES</u>. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and

accomplishments.

Recipient may call on Forest Service's Office of Communication for advice regarding public notices. Recipient is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. <u>FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS,</u> <u>AND ELECTRONIC MEDIA</u>. Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. <u>NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR</u> <u>AUDIOVISUAL MATERIAL</u>. Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form <u>AD-3027</u>, USDA Program Discrimination Complaint Form, which can be obtained online at <u>https://www.ocio.usda.gov/document/ad-3027</u>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o (2) Fax: (833) 256-1665 or (202) 690-7442; or

(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

N. <u>DISPUTES</u>.

- 1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish Recipient a written copy of the decision.
- 2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, Recipient appeal(s) the decision to the Forest Service's Director, Fire and Aviation Management (FAM). Any appeal made under this provision shall be in writing and addressed to the Director, FAM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
- 3. In order to facilitate review on the record by the Director, FAM, Recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- 4. A decision under this provision by the Director, FAM is final.
- 5. The final decision by the Director, FAM does not preclude Recipient from pursuing remedies available under the law.
- O. <u>AWARD CLOSEOUT</u>. Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. <u>TERMINATION</u>. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- Q. <u>DEBARMENT AND SUSPENSION</u>. Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall

adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

R. <u>MEMBERS OF CONGRESS</u>. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

S. <u>TRAFFICKING IN PERSONS</u>.

- 1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
- 2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to

terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- (1) Associated with performance under this award; or
- (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
- 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

T. <u>DRUG-FREE WORKPLACE</u>.

- 1. Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Recipient will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4. Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Recipient learns of the conviction.
- 5. Within 30 calendar days of learning about an employee's conviction, Recipient must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

U. <u>PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE</u> <u>CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS</u>.

- 1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- V. <u>ELIGIBLE WORKERS</u>. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- W. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

X. <u>TEXT MESSAGING WHILE DRIVING</u>. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for

or on behalf of the Government.

- Y. <u>PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM</u>. As a recipient of USDA financial assistance, you will comply with the following:
 - 1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 - 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 - 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- Z. <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO</u> <u>SURVEILLANCE SERVICES OR EQUIPMENT</u>. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

- a. *Reporting of first-tier subawards*.
 - 1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
 - 2. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov*.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - 3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*
- b. Reporting total compensation of recipient executives for non-Federal entities.
 - 1. *Applicability and what to report*. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)
 - 2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at *https://www.sam.gov.*
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received-
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
- 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions*. For purposes of this award term:
 - 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 - 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 - 3. *Executive* means officers, managing partners, or any other employees in management positions.
 - 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- 5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <u>https://www.usda.gov/oig/hotline</u>. For additional information, they may also visit the WPC's webpage at: <u>https://www.usda.gov/oig/wpc</u> or they may directly contact the WPC at <u>OIGWPC@oig.usda.gov</u>.