Kenaitze Indian Tribe P.O. Box 988 Kenai, Alaska 99611



Phone: 907-335-7200 Fax: 855-335-8865 www.kenaitze.org

#### KENAITZE INDIAN TRIBE REQUEST FOR PROPOSAL Fall Protection Roof Top Railing System Dena'ina Wellness Center Issued: 03/17/2020

#### 1. Overview

The Kenaitze Indian Tribe (Tribe) is seeking a qualified contractor to provide materials and installation for a fall protection railing system around the entire roof of the Dena'ina Wellness Center. The purpose of this Request for Proposal (RFP) is to solicit responses from competent and experienced contractors that are capable of providing the goods and services as specified herein in a prompt, cost effective, and efficient manner.

#### 2. Inquiries

Questions regarding this RFP must be directed in writing to Lisa List, Procurement Supervisor, Ilist@kenaitze.org. All emails must identify the RFP title in the subject line, include the contact information for the person submitting the question, and indicate the relevant RFP section number. All questions must be submitted using this format and must be received no later than 4:00pm Alaska Standard Time (AKST), 03/27/2020.

The Tribe will review the submitted questions and respond to all inquiries in writing by replying via email to all inquirers and interested vendors at one time. The email will provide every question received and each accompanying response. This will ensure all potential vendors receive the same information.

#### 3. Background Information

The Tribe is a federally recognized tribal government, re-organized in 1971 under the statutes of the Indian Reorganization Act of 1934, as amended for Alaska in 1936. The Tribe serves over 5,000 community members, Alaska Natives, and American Indians in the central and upper Kenai Peninsula. The Tribe's Headquarters is located at 150 N Willow Kenai, Alaska 99611.

The Kenaitze Indian Tribe Dena'ina Wellness Center (DWC) is an integrated health care facility offering a wide range of services including medical, dental, behavioral health, chemical dependency, wellness, physical therapy, optometry, pharmacy support and traditional healing. The building also features a gym, classroom space and wellness kitchen. Constructed in 2014, the 52,000 square foot facility is located at 508 Upland St., Kenai, Alaska.

# 4. Proposal Submission Requirements

All contractors interested in submitting a proposal in response to this RFP must adhere to the following requirements. Failure to do so may result in the Tribe deeming the proposal to be non-responsive and therefore not eligible for consideration.

# 4.1 Proposal Submittal Items

Contractors must only submit one proposal, follow the format outlined below, and clearly identify each of the following four criteria within the submittal.

- a) **Cover Letter** submit a cover letter on company letterhead that is no more than 1 page and includes the following:
  - a. The company's legal name and contact information
  - b. An overview of the company's qualifications and experience relevant to the scope of work defined herein
  - c. The identity and qualifications of the person(s) whom will be assigned to the job should the contractor be chosen
    - i. The letter must be signed by an authorized company representative, and include that person's contact information.
- b) Scope of Work submit a written, detailed description of how each subsection within <u>section 5 Scope of Work</u> will be accomplished.
   Please refrain from using marketing information in this part of the proposal submittal.
- c) **Deliverables** if necessary and/or required, submit a schedule of all deliverables and milestones/due dates.
- d) Price submit a written price proposal to provide the service(s) as specified herein, using the format set forth in subsection <u>7.1 Proposal Price</u>. The proposed price must include all of the contractor's costs associated with providing the good(s) or service(s) as called for within this RFP and including, but not limited to, wages, administrative

overhead, travel, transportation, lodging, and other similar costs unless stated otherwise. No other costs will be considered for payment.

e) **References** - Provide three (3) Alaskan businesses you have completed similar sized projects within the past three (3) years. Include the company name, contact name and telephone number as well as a brief project description.

All proposals will become the property of the Tribe and may be returned only at the option of the Tribe. Any information marked as proprietary or confidential will be held in confidence to the greatest extent possible.

#### 4.2 Proposal Submission Deadline

To be considered, a complete proposal package must be received by the Tribe by the deadline via either of the following methods:

1.	Hand delivered or mailed to:	Kenaitze Indian Tribe		
		Attention: Lisa List		
		Procurement Department		
		150 N Willow St		
		Kenai, Alaska 99611		

2. Electronically transmitted to: <u>llist@kenaitze.org</u>

The deadline for submission is 4:00pm Alaska Time, 04/15/2020. Any proposals received after the deadline may not be accepted. Proposals sent via email should be sent in a single PDF document format, with the RFP title noted in the subject line.

# 4.3 Proposal Preparation Cost

The Tribe shall not be responsible for any costs associated with preparing and/or submitting a proposal in response to this RFP, in any manner or for any reason.

# 4.4 Proposal Validity

A contractor's price proposal will remain valid for 60 calendar days from the RFP submission deadline or until an award is made to the successful contractor, whichever is sooner. No price proposal will be accepted if marked "price prevailing at time of delivery", "estimated price", or something similar. All price proposals must be in US dollars.

#### 4.5 Sovereign Immunity

The Tribe is reluctant to sign any contract or agreement that specifically asks or implies a waiver of sovereign immunity. If presented with a contract or agreement that contains or implies a waiver, the Tribe will likely ask that the following be included prior to consideration:

"SOVEREIGN IMMUNITY: Kenaitze is a federally-recognized Indian tribe and, as such, possesses sovereign immunity from suit. By entering into this Agreement, the Tribe does not intend to waive its sovereign immunity and does not do so. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Tribe."

# 5. Scope of Work

#### 5.1 Background

The Kenaitze Indian Tribe is seeking a qualified Contractor to provide materials and installation for a fall protection railing system around the entire roof of the Dena'ina Wellness Center (DWC) located at 508 Upland St., Kenai, AK 99611. A fall protection system is required when working at heights, and needs to be provided when there is a hazard in the work environment. Currently, the parapet around the DWC roof is only 12 inches high, and in some areas 24 inches high. The OSHA standard for "unprotected sides and edges" states that each employee on a walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is 6 feet or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest systems (29 CFR 1926.501(b)(1)).

# 5.2 Minimum Requirements

The safety railing system must have the following specifications and must meet all OSHA requirements for this type of railing system:

- **5.2.1** The safety railing system will be constructed out of tubular galvanized piping no smaller than 1.5 inches in diameter and have a top rail height of 42".
- **5.2.2** The safety railing system will meet the OSHA requirements of being able to withstand 200lbs within 2" of the top edge in any outward or downward direction at any point along the top edge of the top rail.
- **5.2.3** The safety railing system will have a midrail that will be located in an equal distance from top rail and walking or working surface and be able to withstand 150lbs of force applied in any downward or outward direction at any given point along the midrail.
- **5.2.4** All bases shall be constructed out of corrosion resistant and durable material and have a weight suitable to support the safety

railing system and meet the OSHA requirements to withstand the downward and outward weight limits applied to upper and midrails.

- **5.2.5** All railing shall be corrosion resistant and durable to withstand the winter conditions in Alaska.
- **5.2.6** All safety rail sections must be built to conform to the roof layout of the building locations located in the attached print.
- **5.2.7** Contractor shall provide routine maintenance checklists and inspection requirements/schedules.
- **5.2.8** Provide staff training on the inspection and use of the selected fall protection system and associated equipment to include use of appropriate PPE.
- **5.2.9** Installation shall include cleanup and site clearing of worksite during and after installation as well as meeting all building codes and manufacturer recommendations for installation.
- **5.2.10** Proposers to include designing, engineering, fabrication, furnishing, permitting, installing, training, and certification of the proposed railing.

#### 5.3 Preferred

- **5.3.1** Schedule is critical to the Project. Preference may be given to a proposal that demonstrates an expedited timeline and continuous progress on the Project.
- **5.3.2** Contractor may provide an extended warranty beyond the minimum warranty listed herein.
- **5.3.3** All bases need to be free from any anchoring or penetrating devices into the roof membrane or structure as to not compromise the integrity of the roof.

# 5.4 Other Considerations

- **5.4.1** Work to be started and substantially completed in Summer, 2020.
- **5.4.2** Schedule would be mutually agreed upon by both the Tribe and the Contractor prior to installation.
- **5.4.3** Contractor will be responsible for providing materials and equipment to include, but not be limited to the shipping, handling, delivery, and storage throughout the Project.
- **5.4.4** Contractor to provide a minimum of 1 year warranty for the install and a 10 year manufacturer warranty.
- **5.4.5** Engineering and design shall be completed and stamped by a licensed structural engineer recognized within the state of Alaska.
- **5.4.6** AutoCAD files are available to the awarded Contractor. Contractor to be responsible for verifying the accuracy of all design details and files provided by the Tribe.
- **5.4.7** All work must meet applicable local, state, and federal codes and standards.

5.4.8 Contractor will comply with Davis Bacon and Related Acts (DBRA) for the payment of wages unless contractor is a Tribe or Tribal Organization (see attached Appendix C )

#### 6. General Requirements

#### 6.1 Term of Service

The agreement resulting from this RFP shall be effective from the date of execution of the agreement through the completion of services. In no event shall services under the agreement extend beyond 09/30/2020. In the event the work is not completed within this timeframe, the Tribe, in its sole opinion, may determine the contractor to be in breach of the terms of the agreement.

# 6.2 **RFP Modification**

The Tribe reserves the right to:

a. Modify or otherwise alter any or all of the requirements herein. In the event of a modification, vendors will be given an equal opportunity to modify their proposals as identified in writing by the Tribe.

b. Reject any proposal not adhering to the requirements set forth within this RFP, either in whole or in part.

c. Reject any or all proposals received.

d. Terminate this RFP at any time, without reason.

# 6.3 Order of Precedence in the Event of a Conflict

If an agreement is awarded, all terms and conditions herein shall be incorporated into the award along with the contractor's proposal. Any change to the agreement must be through a written amendment agreed upon by both Parties. In the event of a conflict between the RFP and the contractor's proposal, the more stringent language shall apply.

# 6.4 Subcontracting

The contractor must disclose to the Tribe the use and identity of all subcontractors it uses in carrying out the requirements herein. The Tribe reserves the right to approve all subcontractors if it so chooses. The contractor is solely responsible for the satisfactory performance of and compensation to any and all subcontractors.

#### 6.5 Insurance

The contractor shall have, maintain, and provide proof of Commercial General Liability Insurance and Workman's Compensation Insurance, in addition to any applicable insurance required by the State of Alaska or the contractor's primary state of location. The contractor must provide the Tribe with proof of the insurance required herein. The contractor shall be financially responsible for all deductibles, costs, and self-insured retention's and/or self-insurance required herein.

The Tribe is a sovereign nation, and as such the contractor waives all rights against the Tribe and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies.

#### 6.6 Indemnification

Except in the case of the sole negligence or willful misconduct of the Tribe, the contractor shall indemnify, defend and hold harmless the Tribe, and the Tribe's officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and costs and lawsuits whatsoever (including without limitation all claims involving damage to real or personal property, civil rights claims, or claims of infringement of a patent, copyright, trade secret or trademark) caused by or arising out of the performance, acts, or omissions under this RFP by the contractor or any of its officers, agents, representatives, employees or subcontractors or arising from or related to a failure to comply with the requirements herein, and/or applicable state or federal statute, law, regulation, or rule.

Nothing in this RFP is a waiver of sovereign immunity.

# 7. Price and Payment

#### 7.1 Proposal Price

The contractor must submit a written price proposal to provide the good(s) and service(s) as specified herein. The proposed price must include all of the contractor's costs associated with providing the good(s) and service(s) as called for within this RFP and including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and other similar costs unless stated otherwise. No other costs will be considered for payment.

The price proposal must follow this format:

- Labor
- Material
- Travel & Per-diem

#### 7.2 Payment

The contractor shall be paid for actual work completed in accordance with the requirements herein and the accepted price proposal. The total amount to be

paid to the contractor shall not exceed the contractor's quoted amount, unless otherwise specifically agreed to in advance with supporting justification and in writing by both parties.

Payment to the contractor is contingent on the contractor delivering a bill or invoice to the Tribe on a monthly basis. The Tribe retains the right to require additional documentation to support the submitted invoice. The Tribe will provide payment to the contractor within 30 calendar days of acceptance of the invoice.

The contractor shall provide the following information with each monthly invoice:

- Identification of billing period;
- A statement describing the actual work completed with sufficient detail to reconcile the charges against the work performed and/or work product received by the Tribe;
- Total amount of hours multiplied by the rate billed for the billing period;
- Total cost billed for the billing period;
- Date invoice was submitted;
- Entity name and contact information; and

• Name of authorized person originating or submitting the billing for the entity. Submit invoices to:

Accounts Payable Kenaitze Indian Tribe PO Box 988 Kenai, Alaska 99611

#### 8. Evaluation and Selection

Proposals will be evaluated by staff based upon the responsiveness to the submission requirements described in Section 4, and/or the following point system, and/or any other manner deemed appropriate by the Tribe to determine the proposal most advantageous to the Tribe.

# Point System:

# Capability and Experience (30 points)

Provide a summary of the proposed project team, identifying the primary point of contact for the Tribe throughout the project and relevant experiences within the state of Alaska for the identified individual. List all subcontractors that will play a key role in the project and describe their relevant experiences.

#### Work Plan (35 points)

Provide a detailed work plan that outlines the timeline for all phases of the project, including, but not limited to, the starting date and other milestones/deadlines for each phase.

#### Proposal and Professionalism (10 points)

Provide a comprehensive and professional proposal with all key elements as stated herein.

#### Value Proposal (25 points)

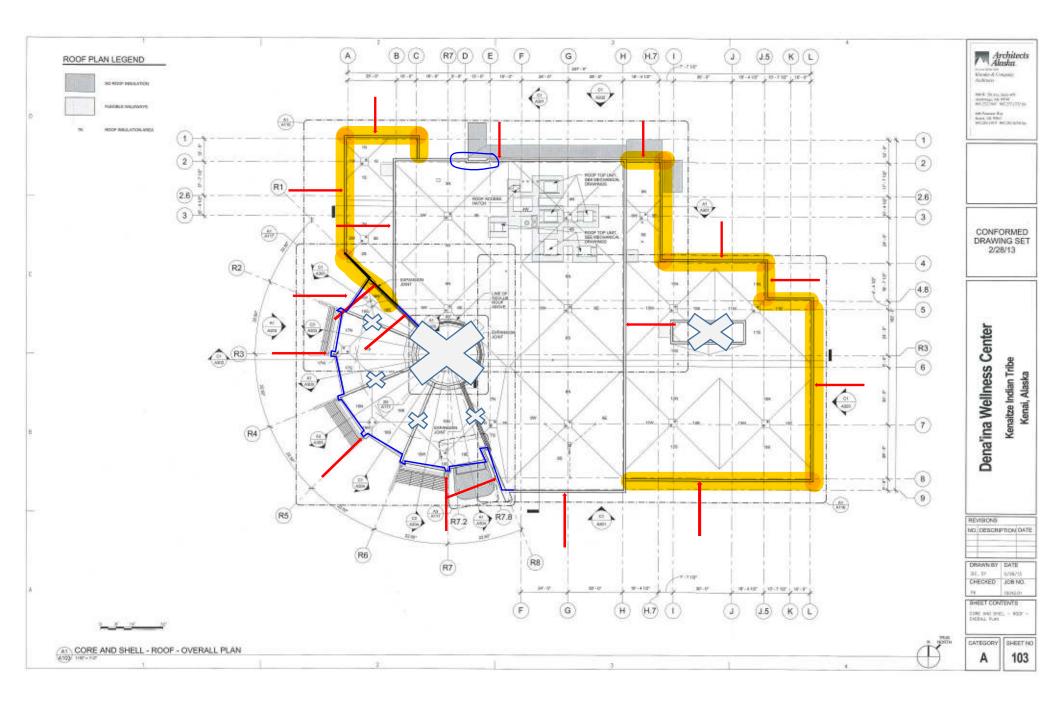
The Tribe will award these points based on the vendor's quoted price.

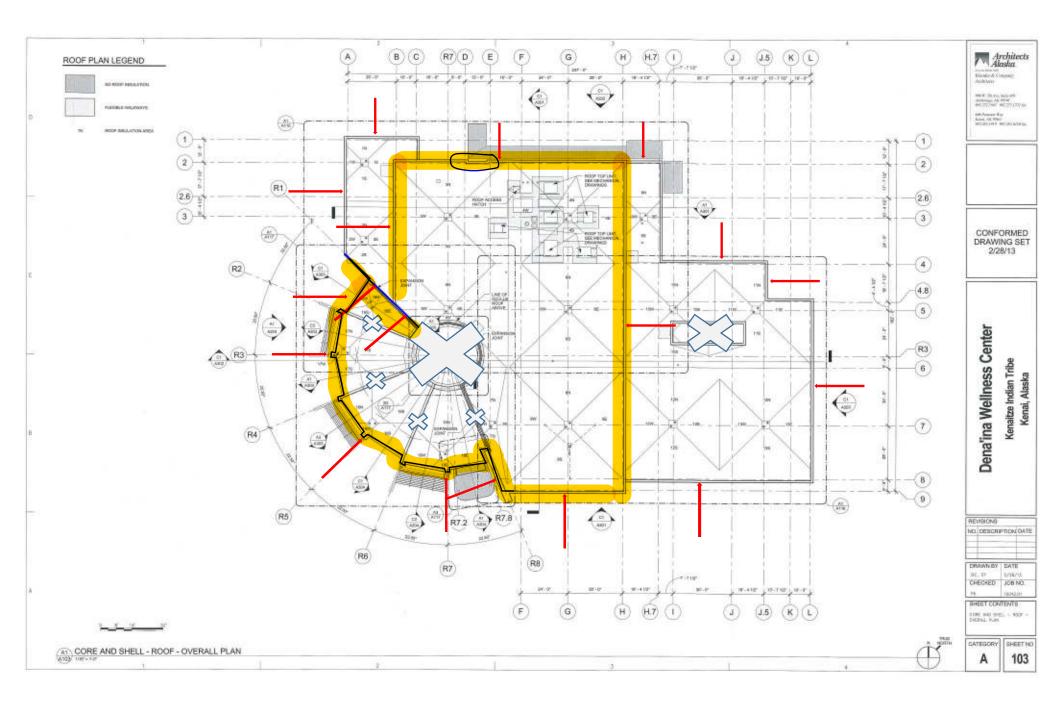
#### AN/AI Member (5 points) or Tribe Member (10 points) Preference

Provide proof of AN/AI membership or Tribal membership for the vendor's owner to receive preference. In order to be considered for preference, proof of membership and at least 51% ownership must be submitted with the proposal.

The Tribe reserves the right to waive informalities and minor inaccuracies and reject any and/or all proposals which it deems to be not in the best interests of the Tribe and to proceed with the next proposer or to utilize an entirely different process at any time during the process.

# THE END







To assure Kahtnuht'ana Dena'ina thrive forever

# Kenaitze Indian Tribe Appendix D Davis Bacon Act

#### 1. Davis-Bacon Act

- 1.1. This project must comply with the Davis-Bacon Act: A condition of this project is that any construction contracts in excess of \$2,000 per project funded through the Kenaitze Indian Tribe will comply with the Davis-Bacon Act.
- 1.2. Davis-Bacon and Alaska Prevailing Wages: The Wage Determinations Online website (www.beta.sam.gov) issues prevailing wage schedules to the Kenai Peninsula Borough for qualifying contracts. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. Each covered contractor and subcontractor *must*, on a weekly basis, provide the Kenaitze Indian Tribe a copy of all payrolls for the preceding weekly payroll period. Each payroll submitted must be accompanied by a "Statement of Compliance." The contractor, subcontractor, or the authorized officer or employee of the contractor or subcontractor who supervises the payment of wages must sign the weekly statement.
- 1.3. Attached is a copy of Form WH-347 for weekly payroll which includes the Statement of Compliance to be filled out and submitted by either of the following methods to the Kenaitze Indian Tribe:

Hand-delivered or mailed to	Kenaitze Indian Tribe
	Attention: Carrie Brown
	Accounting
	150 N Willow St.
	Kenai, AK 99611
Electronically transmitted to:	cbrown@kenaitz.org

Failure to submit weekly payrolls to the Kenaitze Indian Tribe may result in contract termination.

1.3.1. Attached are instructions for filling out form WH-347.

1.3.2. Attached are the rates for prevailing wages to be paid on this particular project.

- 1.4. Davis-Bacon Inspections: During the construction process the Kenaitze Indian Tribe will send a representative out to take a survey of the contractor or subcontractor's employees on site to make sure the contractor or subcontractors are in compliance and paying prevailing wages. This is in accordance to the Department of Labor.
- 1.5. Davis-Bacon Posting: The wage determination and a Davis-Bacon poster (attached form WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.

#### **U.S. Department of Labor**

U.S. Wage and Hour Division Bey Dec. 2008

Wage and Hour Division

#### PAYROLL (For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

							ADDRESS						OMB No.: Expires: 0	OMB No.:1235-0008 Expires: 04/30/2021		
PAYROLL NO. FOR WEEK ENDING				PROJECT AND LOCATION PROJECT OR CONTRACT NO.												
(1)	NO. OF WITHHOLDING (C) EXEMPTIONS (C)	(3)	OR ST.	(4) DAY /	AND DAT	TE	(5)	(6)	(7)		MITH	DED	(8) DUCTIONS			(9) NET WAGES
(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHH EXEMP	WORK CLASSIFICATION	0T.	HOURS WOR	KED EAC	CH DAY	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	PAID
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

#### Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date	
I,	
, (Name of Signatory Party)	(Title)
do hereby state:	
(1) That I pay or supervise the payment of the pers	ons employed by
(Contractor or Subcont	ractor) on the
,	; that during the payroll period commencing on the
(Building or Work)	
, day of,, and endi	ng the day of,,
all persons employed on said project have been paid the been or will be made either directly or indirectly to or on l	full weekly wages earned, that no rebates have
	from the full
(Contractor or Subcor	ntractor)
from the full wages earned by any person, other than per 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labo 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 314	or under the Copeland Act, as amended (48 Stat. 948,
(2) That any payrolls otherwise under this contract correct and complete; that the wage rates for laborers of applicable wage rates contained in any wage determination set forth therein for each laborer or mechanic conform weight and the set of the s	r mechanics contained therein are not less than the ion incorporated into the contract; that the classification
(3) That any apprentices employed in the above per program registered with a State apprenticeship agency r Training, United States Department of Labor, or if no suc with the Bureau of Apprenticeship and Training, United S	ecognized by the Bureau of Apprenticeship and characteristic and characteristic agency exists in a State, are registered
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO	O APPROVED PLANS, FUNDS, OR PROGRAMS

 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

#### (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

#### (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STA SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. 31 OF THE UNITED STATES CODE.	ATEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

# United States Department of Labor Wage and Hour Division

# **Instructions For Completing Payroll Form, WH-347**

#### <u>WH-347</u> (PDF)

OMB Control No. 1235-0008, Expires 04/30/2021.

**General:** Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

#### Column 5 - Total: Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned

during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

#### Column 9 - Net Wages Paid for Week: Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at <u>www.adobe.com/products/acrobat/readstep2.html</u>.

"General Decision Number: AK20200001 01/03/2020

Superseded General Decision Number: AK20190001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

ASBE0097-001 01/01/2018

Rates Fringes Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....\$ 38.68 21.57 HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 37.38 19.55

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BOIL0502-002 10/01/2017		
	Rates	Fringes
BOILERMAKER		29.70
BRAK0001-002 07/01/2018		
	Rates	Fringes
Bricklayer, Blocklayer,		C C
Stonemason, Marble Mason,		
Tile Setter, Terrazzo Worker Tile & Terrazzo Finisher		19.77 19.62
CARP1501-001 09/01/2016		
	Rates	Fringes
		-
MILLWRIGHT	\$ 36.74	22.99
CARP2520-003 09/01/2018		
	Rates	Fringes
Diver		
Stand-by		25.66
Tender	-	25.66
Working	\$ 82.45	25.66
Piledriver		
Piledriver; Skiff Operator and Rigger	¢ 20 21	25 66
Sheet Stabber		25.66 25.66
Welder		25.66
DEPTH PAY PREMIUM FOR DIVERS BELC	W WATER SURFACE	
	per foot	
· · · · · · · · · · · · · · · · · · ·	per foot	
ENCLOSURE PAY PREMIUM WITH NO VER	TICAL ASCENT:	
	PER FOOT/DAY	
	PER FOOT/DAY	
101 FEET AND ABOVE\$3.00	PER FOOT/DAY	
SATURATION DIVING:		
The standby rate applies until	saturation star	ts. The
saturation diving rate applies	when divers are	under
pressure continuously until wor	k task and deco	mpression are
complete. the diver rate shall	be paid for all	saturation
hours.		
WORK IN COMBINATION OF CLASSIFICA	TIONS:	
Employees working in any combir	ation of classi	fications
within the diving crew (except		
are paid in the classification		
that shift.	C	
CARP4059-001 09/01/2018		
CAM 4039-001 03/01/2010		_ ·
	Rates	Fringes

CARPENTER

Including Lather and

28/2020		beta.SAM.gov
Drywall Hanging	\$ 38.34	25.66
ELEC1547-004 04/01/2019		
	Rates	Fringes
CABLE SPLICER	\$ 40.03	3%+27.23
ELECTRICIAN	\$ 39.70	3%+27.48
ELEC1547-005 04/01/2019		
Line Construction		
	Rates	Fringes
CABLE SPLICER	\$ 56.05	3%+31.78
Linemen (Including Equipment		
Operators, Technician)		
Powderman		
TREE TRIMMER	\$ 36.21 	3%+25.19
ELEV0019-002 01/01/2019		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 57.23	33.705+a+b
for over 5 year's service and	d 6% of the	
	d 6% of the 5 years' of 6 Eight pai 7 Independe 8 Anksgiving	basic service d holidays: nce Day;
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha	d 6% of the 5 years' of 6 Eight pai 7 Independe 8 Anksgiving	basic service d holidays: nce Day;
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D	d 6% of the 5 years' of 6 Eight pai 7 Independe 8 Anksgiving	basic service d holidays: nce Day;
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D	d 6% of the 5 years' of 6 Eight pai 7 Independe 9 Anksgiving 9 Ay	basic service d holidays: nce Day; Day; Friday after
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019	d 6% of the 5 years' of 6 Eight pai 7 Independe 9 Anksgiving 9 Anksgiv	basic service d holidays: nce Day; Day; Friday after
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates \$ 40.53 \$ 42.29	basic service d holidays: nce Day; Day; Friday after 
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates \$ 40.53 \$ 42.29	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates 8 40.53 5 42.29 5 39.76 5 39.04	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65 23.65 23.65
<pre>for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1</pre>	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates 8 40.53 5 42.29 5 39.76 5 39.04	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65
<pre>for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1</pre>	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates 8 40.53 5 42.29 5 39.76 5 39.04 5 32.83	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65 23.65 23.65 23.65 23.65
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for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates 8 40.53 8 42.29 9 39.76 8 39.04 9 32.83 9 44.58 8 44.58 9 46.52	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65
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for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates \$ 40.53 \$ 42.29 \$ 39.76 \$ 39.04 \$ 32.83 \$ 44.58 \$ 46.52 \$ 43.74 \$ 42.94	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65
for over 5 year's service and hourly rate for 6 months to 5 as vacation paid credit. b. New Year's Day; Memorial Day; Labor Day; Veteran's Day; Tha Thanksgiving, and Christmas D ENGI0302-002 01/01/2019 POWER EQUIPMENT OPERATOR GROUP 1 GROUP 1 GROUP 2 GROUP 3 GROUP 4 TUNNEL WORK GROUP 1 GROUP 1 GROUP 1 GROUP 1 GROUP 1 GROUP 1 GROUP 1 GROUP 2 GROUP 3	d 6% of the 5 years' of 5 Eight pai 5 Independe anksgiving Day Rates \$ 40.53 \$ 42.29 \$ 39.76 \$ 39.04 \$ 32.83 \$ 44.58 \$ 46.52 \$ 43.74 \$ 42.94 \$ 36.11	basic service d holidays: nce Day; Day; Friday after Fringes 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65 23.65

Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator;Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: ""A"" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives:Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assis Equipment Coordinator; Swamper shovel type equipment); Spotter Helper.	(on trenching	g machines or
FOOTNOTE: Groups 1-4 receive 1 tunnel or underground work. Rig Engineer shall be required on c 100 feet of boom.	Oiler/Crane	Assistant
* IRON0751-003 07/01/2019		
	Rates	Fringes
IRONWORKER BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR FENCE, BARRIER INSTALLER GUARDRAIL INSTALLERS	\$ 35.25 \$ 36.25	32.63 32.63 32.63
GUARDRAIL LAYOUT MAN HELICOPTER, TOWER		32.63 32.63
LAB00341-001 04/01/2019		
	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees) GROUP 1 GROUP 2 GROUP 3 GROUP 3A GROUP 3B GROUP 4 TUNNELS, SHAFTS, AND RAISES GROUP 1 GROUP 2 GROUP 2 GROUP 3 GROUP 3A GROUP 3A GROUP 3A GROUP 3B	<pre>\$ 30.71 \$ 31.71 \$ 32.61 \$ 35.89 \$ 39.68 \$ 20.28 \$ 33.78 \$ 34.88 \$ 35.87 \$ 39.48</pre>	27.51 27.51 27.51 27.51 24.80 27.51 27.51 27.51 27.51 27.51 27.51 27.51 27.51 27.51 24.80
LABORERS CLASSIFICATIONS GROUP 1: Asphalt Workers (shov Cutters; Camp Maintenance Labor Setters, Hook Tender, Rigger, S Laborer(curb and gutter, chute screeding); Crusher Plant Labor Ditch Diggers; Dump Man; Enviro (limited to nonmechanical syste waste, oil spill); Fence Instal Flagman; Form Strippers; Genera Laborer, Bridge Rail Installers Laborers (building); Landscape Decorative Block (retaining wal block 4 feet and below); Materi Power Tools: Portable or Chemic	er; Carpenter ignalman; Con handler, grou er; Demolitic nmental Labor ms), hazardon ler; Fire War l Laborer; Gu ; Hydro-Seedo or Planter; H ls, flowered al Handlers;	r Tenders; Choke ncrete uting, curing, on Laborer; rer (asbestos us and toxic tch Laborer; uardrail er Nozzleman; Laying of decorative Pneumatic or

Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

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

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

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

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

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

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LAB00942-001 04/01/2019

Rates Fringes

Laborers: North of the 63rd

Parallel & East of Longitude

138 Degrees	
GROUP 1\$ 30.71	27.51
GROUP 2\$ 31.71	27.51
GROUP 3\$ 32.61	27.51
GROUP 3A\$ 35.89	27.51
GROUP 3B\$ 39.68	24.80
GROUP 4\$ 20.28	27.51
TUNNELS, SHAFTS, AND RAISES	
GROUP 1\$ 33.78	27.51
GROUP 2\$ 34.88	27.51
GROUP 3\$ 35.87	27.51
GROUP 3A\$ 39.48	27.51
GROUP 3B\$ 43.65	24.80

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers 1/28/2020 beta.SAM.gov GROUP 3B: Grade checker (setting or transfering of grade marks, line and grade) GROUP 4: Final Building Cleanup TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete. GROUP 3: Miner; Retimberman GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers. GROUP 3B: Grade checker (setting or transfering of grade marks, line and grade) Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar. \_\_\_\_\_ PAIN1959-001 07/01/2019 NORTH OF THE 63RD PARALLEL Rates Fringes PAINTER BRUSH/ROLLER PAINT OR WALL 22.37 COVERER.....\$ 31.91 TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....\$ 32.43 22.37 PAIN1959-002 07/01/2019 SOUTH OF THE 63RD PARALLEL Rates Fringes PAINTER General Painter.....\$ 29.75 22.52 Industrial Painter.....\$ 31.10 22.52 Taper / Paper & Vinyl Hanger.....\$ 31.00 22.52 PAIN1959-003 07/01/2019 NORTH OF THE 63RD PARALLEL Rates Fringes GLAZIER.....\$ 39.40 24.87

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PAIN1959-004 07/01/2019		
	Rates	Fringes
FLOOR LAYER: Carpet		14.44
PAIN1959-006 07/01/2019		
SOUTH OF THE 63RD PARALLEL		
	Rates	Fringes
GLAZIER		
PLAS0867-001 04/01/2019		
	Rates	Fringes
PLASTERER North of the 63rd paral South of the 63rd paral	lel\$ 37.88	21.68 21.68
PLAS0867-004 04/01/2019		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISH North of the 63rd paral South of the 63rd paral	lel\$ 38.13 lel\$ 37.88	21.68 21.68
PLUM0262-002 07/01/2019		
East of the 141st Meridian		
	Rates	Fringes
Plumber; Steamfitter		27.62
PLUM0367-002 12/03/2018		
South of the 63rd Parallel		
	Rates	Fringes
Plumber; Steamfitter		26.70
PLUM0375-002 07/01/2018		
North of the 63rd Parallel		
	Rates	Fringes
Plumber; Steamfitter		26.40
PLUM0669-002 04/01/2019		
	Rates	Fringes
SPRINKLER FITTER	-	26.49
R00F0189-006 04/01/2019		
	Rates	Fringes

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ROOFER\$ 44.62	
SHEE0023-003 07/01/2018	
South of the 63rd Parallel	
Rates	Fringes
SHEET METAL WORKER\$ 42.70	
SHEE0023-004 07/01/2017	
North of the 63rd Parallel	
Rates	Fringes
SHEET METAL WORKER\$ 47.74	23.48
TEAM0959-003 03/01/2019	
Rates	Fringes
TRUCK DRIVER	
GROUP 1\$ 39.94	24.12
GROUP 1A\$ 41.21	24.12
GROUP 2\$ 38.68	24.12
GROUP 3\$ 37.86	24.12
GROUP 4\$ 37.28	
GROUP 5\$ 36.52	24.12
CPOUD 1. Comi with Double Dov Mixon.	Dump Toucks (including

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

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

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

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

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted ""A"" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

# FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Carrie Brown

Kenaitze Indian Tribe (907) 335-7200 cbrown@kenaitze.org

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION UNITED STATES DEPARTMENT OF LABOR 1-866-487-9243 TTY: 1-877-889-5627 www.dol.gov/whd



WH1321 REV 10/17