

BID #B23-05

RELOCATE PORTABLE BUILDINGS

Due Date and Time: December 5, 2022 at 2:00 P.M.

Enclosed:

Bid Documents and Affidavit

Matanuska-Susitna Borough School District

Purchasing Department 690 Cope Industrial Way Palmer, AK 99645

P: (907) 861-5120 || F: (907) 861-5184 <u>bids@matsuk12.us</u> www.matsuk12.us/bids

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ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	November 11 and 13, 2022
Anchorage Daily News	November 11 and 13, 2022

Type of Ad: Classified / Public Notice

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

Matanuska-Susitna Borough School District Bid

BID #B23-05

RELOCATE PORTABLE BUILDINGS

Notice is hereby given that the Matanuska-Susitna Borough School District (MSBSD) will consider bids from qualified individuals and firms for the provision of:

RELOCATE PORTABLE BUILDINGS

Bids are due on or before

December 5, 2022

at 2:00 P.M.

Palmer, Alaska time. Sealed bids must

be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on

BID #B23-05

or before said date and time designated for receipt of bids. All bids must be marked"

Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645. For more information, call (907) 861-5120.

Bid documents can be viewed on the MSBSD website at www.matsuk12.us/bids and are also available at the MSBSD

The MSBSD reserves the right to accept or reject any or all bids and waive any minor technicalities, informalities,

and/or irregularities as it deems appropriate.

11/7/22 Requested By:	A. Carney	Approved By:	B. Munson
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RELOCATE PORTABLE BUILDINGS





RELOCATE PORTABLE BUILDINGS	

BID #B23-05

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

The Matanuska-Susitna Borough School District (MSBSD) is requesting bids from qualified bidders to provide

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RELOCATE PORTABLE BUILDINGS					
as specific herein.					
Bids will be accepted until	December 5, 2022	at	2:00 P.M.		
		-			
Questions will be accepted until	November 18, 2022	at	4:00 P.M.		
	RIDDED LICE ONLY				

THIS PAGE MUST BE COMPLETELY FILLED IN, SIGNED, AND RETURNED WITH YOUR PACKET.

	Company Name	
	Address	
City	State	Zip
Telephone Number		Fax Number
State of Alaska Business License Number	Matanuska-Si	usitna Borough Business License Number
Authorized Signature	Printed Name	Date



INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION:

The Matanuska-Susitna Borough School District (MSBSD) is soliciting bids from qualified bidders to provide the scope of services as specified in Attachment A, Scope of Services. Copies of the bid documents can be viewed in the Purchasing section of the MSBSD website at www.matsuk12.us/bids and can be obtained in the Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645 or by calling (907) 861-5120. Office hours are 7:00am - 4:30pm, Monday through Friday.

Bids must be fully executed, signed by each bidder, and enclosed in a sealed envelope with the bidder's name, address, and phone number clearly indicated on the outside, as per Section 8 of this Instructions to Bidders. Bids must be submitted to the MSBSD Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645. Signed bids must be in the office of the MSBSD Purchasing Department on or before the date and time designated for receipt of bids. The MSBSD will not accept or consider bids that are oral, telephonic, telegraphic, faxed, e-mailed, or otherwise electronically transmitted.

2. GENERAL STATEMENT:

In rendering the services hereunder, the selected bidder shall adhere to the following general terms and conditions. The term "selected bidder" refers to the bidder awarded a contract to provide services and/or products as required herein. The term "agreement" hereafter refers to this Invitation to Bid, any and all attachments and appendices, any and all addenda, and the bidder's response and acceptance by the MSBSD. A contract may be issued upon award of this bid.

3. PRE-BID CONFERENCE:

No pre-	bid conference will be	e held for this scope		

4. EXAMINATION OF BID DOCUMENTS:

- A. Bidders shall carefully examine 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.
- B. The MSBSD assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of the bid, unless such understanding or representations are expressly stated in the bid documents or addenda.
- C. Bidders shall include in their bid sums sufficient to cover all items and services required by the bid documents, 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.

5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS:

Bidders shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents. Requests from bidders for interpretation or clarification of the bid documents shall be made in writing to the Purchasing Department by

November 18, 2022 at 4:00 P.M. Palmer, Alaska time.

Any questions received after this date and time will not be answered. Questions should reference the applicable bid number and title and can be submitted by mail, fax, or e-mail to the following:

Mail: MSBSD Purchasing Department; 690 Cope Industrial Way; Palmer, AK 99645

Fax: MSBSD Purchasing Department; (907) 861-5184

RELOCATE PORTABLE BUILDINGS

E-mail: bids@matsuk12.us



5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS (CONT.):

Interpretations, corrections, responses to questions, and changes of the Bid Documents will be made by addenda. Interpretations, corrections, responses to questions, and changes of the Bid Documents made in any other manner will not be binding on the MSBSD and bidders shall not rely on them. All addenda issued shall become part of the agreement documents. It is the bidder's sole responsibility to ascertain that they have received all addenda issued by the Purchasing Department. Each addendum will be issued by both fax machine and U.S. mail. All addenda will also be posted in the Purchasing section of the MSBSD website at www.matsuk12.us/bids. All addenda must be acknowledged in the space provided on Appendix 1 or the bid may be deemed non-responsive.

6. PREPARATION AND SUBMISSION OF BIDS:

A. Each bid must be signed in longhand by the bidder with their usual signature. Bids submitted by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Bids submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature of the president, secretary, or other person authorized to bind in the matter. The full name and address of each person signing shall be typed or printed below the signature.

- B. Bids shall be submitted on the forms furnished and must be manually signed. Bids must be submitted in a sealed envelope and addressed as indicated in Section 8 of this Instructions to Bidders.
- C. Bids shall specify a price, typed or written in ink, for each bid item called for. Bids may be rejected if they show an omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- D. Bidders shall bear all costs directly or indirectly related to preparing a bid, preparing presentations or supplements, and/or clarifying a bid as may be required by the MSBSD in response to this solicitation.

7. SUBMITTAL REQUIREMENTS:

All of the following must be included with the bid or the bid may be considered non-responsive and be rejected:

A. Invitation to Bid signature page, signed by responsible party.

- B. Bid Form, fully executed and signed.
- C. Appendix 1, Addendum Acknowledgement, fully executed and signed.
- D. Appendix 2, Non-Collusion Certificate, fully executed and signed.
- E. Evidence of Insurance, as required in the Invitation to Bid and Appendix 3, will be required prior to an award to the successful bidder.
- F. Appendix 4, Vendor Paperwork, fully executed.
- G. Appendix 5, Proposed Subcontractors and Suppliers List, fully executed (if applicable)
- H. Copies of Alaska Business License and all other licenses, certificates, or permits required by city, borough, state, and federal law as applicable.
- I. Any additional submittal requirements per Attachment A: Scope of Services.

8. BIDS:

A. Signed bids **MUST** be in the MSBSD Purchasing Department office on or before

December 5, 2022 at 2:00 P.M. Palmer, Alaska time.

B. It is the responsibility of all bidders to ensure that their bids and associated documents are in the office of the Purchasing Department prior to the date and time designated for receipt of bids. Bids <u>MUST</u> be in <u>SEALED</u> envelopes clearly marked as follows:

Bid Number: BID #B23-05

Bid Title: RELOCATE PORTABLE BUILDINGS

Due: December 5, 2022 at 2:00 P.M.

RELOCATE PORTABLE BUILDINGS



8. BIDS (CONT.):

- C. Bidders are cautioned that mailed bids which arrive after the date time designated for receipt of bids will not be opened or considered. Bidders are further cautioned not to rely on the U.S. Postal System or any other second party for timely delivery of their bid. It is the bidder's sole responsibility to ensure that their bid and associated documents are in the physical possession of the Purchasing Department prior to the date and time scheduled for receipt of bids.
- D. All bids shall be submitted on the attached bid forms in the spaces indicated and must comply with these instructions. The bid must be completed and signed by an authorized representative of the firm submitting the bid.
- E. Scheduled bid openings are open to the public and are located in the Purchasing Department.

9. WITHDRAWAL FROM CONSIDERATION:

Bids may be withdrawn upon written request delivered to the MSBSD Purchasing Department on or before the date and time designated for receipt of bids. However, no bidder shall withdraw or cancel their bid for a period of ninety (90) calendar days prior to the date and time designated for receipt of bids, nor shall the selected bidder withdraw, cancel or modify their bid after having been notified by the Purchasing Department that said bid has been accepted by the MSBSD.

10. MODIFICATION OF BIDS:

Prior to the date and time designated for receipt of bids, a bid may be modified or withdrawn by notice to the MSBSD at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder. That notice shall be date and time stamped by the MSBSD on or before the date and time designated for receipt of bids. A modification must not reveal the amount of the original bid. A bid bond, if required, shall be in an amount sufficient for the bid as modified.

11. AWARD OF CONTRACT:

- A. The MSBSD will award a contract to the lowest responsive and responsible bidder. This bid will be awarded on the basis defined in Attachment A, Scope of Services.
- B. The MSBSD, as it deems appropriate, shall have the right to reject any and all bids. Bids may be rejected if they do not include a required bid bond or other data required by the bid documents. All responsive bids may be rejected if the MSBSD, in its sole judgment, considers them too costly.
- C. The MSBSD has the right to accept Alternatives in any order or combination unless otherwise specifically provided in the Bid Documents, and to determine the low bidder on the basis of the sum of the Base Bid and Alternatives accepted.
- D. In determining the lowest responsive and responsible bidder, the MSBSD may consider, in addition to price, at any point in the selection process, any of the following factors:
 - I. The ability, capacity, and skill of the bidder to perform the contract.
 - II. Whether the bidder can perform the contract within the time specified without delay or interference.
 - III. The character, integrity, judgment, experience, and efficiency of the bidder.
 - IV. The quality of performance by the bidder on previous contracts of a similar nature.
 - V. Whether the bidder is in arrears on any existing contract with the MSBSD or is in litigation, arbitration, or other legal dispute with the MSBSD.
 - VI. Previous compliance by the bidder with laws and regulations relating to the contract.
 - VII. The number and scope of conditions attached to the bid.
 - VIII. The number and scope of minor variations contained in the bid.
 - IX. If the contract is one which will require future maintenance or repairs, the availability of replacements, replacement parts, and maintenance service for any machinery, equipment, or other material proposed to be installed or supplied by the bidder.
 - X. The quality, availability, and adaptability of the supplier, equipment, or contractual services to the particular use required.
 - XI. Whether the bidder is prepared to furnish supplies, equipment, or contractual services which meet the specifications of the MSBSD.
- E. The MSBSD reserves the right to make award within a ninety (90) calendar day award period from the date the bids are opened. Bids submitted must be firm for the award period and the contracted service period.

12. AVAILABILITY OF FUNDS:

A. The MSBSD reserves the right, at its sole discretion, to cancel this Invitation to Bid or any part thereof, at any time, prior to an award of contract issued under this Invitation to Bid.

RELOCATE PORTABLE BUILDINGS



12. AVAILABILITY OF FUNDS (CONT.):

B. Awards are contingent upon the appropriation of MSBSD budget funds.

13. REQUEST FOR ADDITIONAL INFORMATION:

A. The MSBSD reserves the right to request current audited financial statements; qualifications of management personnel, including project manager or field supervisors performance references; or other information deemed relevant at any time prior to bid award. Bidder agrees to provide such requested information within three (3) business days of the request.

- B. Prior to the final selection, bidders may be required to submit additional information, which the MSBSD may deem necessary to further evaluate the bids.
- C. The MSBSD reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to a background investigation conducted by proper authorities.

14. PUBLIC RECORDS CLAUSE:

This Invitation to Bid and the resulting bids received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made a part of the record which will be open to public inspection, unless restricted by the bidder and School Board Policy, once the Notice of Intent to Award has been issued. If a bid contains any information which is proprietary or confidential, each page of the confidential information must be clearly marked with a diagonal watermark that reads "CONFIDENTIAL"; such information will be kept confidential if appropriate and will not be released to the public. The MSBSD is not responsible for the release of any documents not marked in this manner. A confidential watermark is required. The bid tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

15. PROTEST OF AWARD:

The MSBSD has a process in place for an unsuccessful bidder to submit a written protest, requesting a review of the bid award.

A. An unsuccessful bidder must submit its protest within	three (3)	days of the date of the Notice of
Intent to Award issued by the MSBSD's Purchasing Depart	ment.	

- B. The protest must be made in writing, delivered to the same location as the original bid, and must set forth in detail the reason(s) for the protest, with specific reference to the relevant provision of the Bid Documents.
- C. Upon receipt of the protest, the Purchasing Department shall schedule an informal hearing to include the successful bidder, the protesting bidder, the Assistant Superintendent of Business and Operations, and a representative of the Purchasing Department. At such time, the bidder making protest can express his/her concerns with said award.
- D. Following the informal hearing, the Assistant Superintendent of Business and Operations will send the MSBSD's decision on the protest to all involved parties.
- E. If the contract award for the proposed project is required to be approved by the MSBSD School Board, the involved parties will be notified of the date and time of the applicable School Board meeting.

16. CONTRACT:

The contract between the MSBSD and the bidder shall consist of (1) the Invitation to Bid and any attachments and/or amendments and/or addenda thereto; (2) the bid submitted by the bidder in response to the Invitation to Bid; and (3) the actual written agreement or contract. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the bid documents shall govern.

17. INSURANCE:

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of this agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. The successful bidder shall procure and maintain minimum insurance requirements and shall provide all required documentation as per attached Appendix 3 to the MSBSD upon award of this agreement. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of this agreement, may be grounds for termination. The duties required under this subsection shall survive the termination expiration of this agreement. It is highly recommended that the

RELOCATE PORTABLE BUILDINGS



17. INSURANCE (CONT.):

bidders confer with their respective insurance companies or brokers to determine if their insurance program complies with the MSBSD's insurance requirements, as per attached Appendix 3.

18. LICENSES:

All individuals or businesses conducting business within the State of Alaska and within the Matanuska-Susitna Borough are hereby advised that they must obtain both a State of Alaska and a Matanuska-Susitna Borough business license. For information on how to obtain the appropriate business license or see if any exemptions may apply, please visit the following websites.

State of Alaska:

https://www.commerce.alaska.gov/web/cpbl/BusinessLicensing/BusinessLicensingFormsFees.aspx

Matanuska-Susitna Borough

http://www.matsugov.us/business-licenses

19. INVOICES AND METHOD OF PAYMENT:

Billings for services must be verified by a responsible representative of the MSBSD before payment can be made. Payments shall be made to the bidder within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice. The request for payment or invoice may be submitted to the MSBSD, Attn: Accounting Department, 501 N. Gulkana St., Palmer, AK 99645, or invoices can be e-mailed to accounting@matsuk12.us.

20. FEDERAL EXCISE TAXES:

The MSBSD is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished upon request.

21. MODIFICATIONS:

The MSBSD may, from time to time, require modifications in the scope of services to be performed under this agreement. However, it is expressly understood that this agreement shall not under any circumstances be modified without written authorization from the MSBSD. All modifications in the terms of this agreement, to include adding additional schools or sites, shall be incorporated by written amendments to this agreement executed by both parties.

22. INDEMNIFICATION:

A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.

23. PROTECTION OF EQUIPMENT AND PROPERTY:

The bidder assumes full responsibility for and shall indemnify the MSBSD for any loss or damage to any MSBSD property resulting in whole or in part from the acts or omissions of the bidders, or any employee, agent or representative of the bidder.

24. BIDDER'S PERSONNEL REQUIREMENTS:

The MSBSD may, by serving written notice, require the bidder to promptly remove from the site of work any employee or worker the MSBSD deems incompetent, careless, or otherwise objectionable including, but not limited to, violation of MSBSD policies relating to alcohol, illegal drugs or firearms on MSBSD property.

25. EQUAL EMPLOYMENT OPPORTUNITY:

Bidders, in submitting bids, certify that if awarded a contract under this Invitation to Bid, they will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national or ethnic origin, disability, marital status, change in marital status, pregnancy, parenthood, or any other basis prohibited by Alaska state or federal laws. The bidder will take affirmative action to ensure non-discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

26. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE:

The selected bidder agrees to comply with MSBSD School Board Policy (BP) 4020, Drug, Tobacco and Alcohol-Free Workplace. This policy states, in part: "In the interest of the health and safety of students and employees, it is a violation of this policy for students, staff, parents, visitors, contractors and all others to use, distribute or sell tobacco, any non-FDA-approved tobacco or nicotine delivery products or devices including but not limited to, cigarettes, cigars, dip, hookah pens, e-cigarettes, and dissolvable nicotine products on District premises, at school-sponsored activities on or off District premises and in District-owned, rented or leased vehicles."

27. CODE OF ETHICS:

- A. The selected bidder shall comply with MSBSD School Board Policy BP 4119.21, Code of Ethics.
- B. The selected bidder shall also comply with BP 3515.7, Restrictions on Sex Offenders on Campus. This policy states, in part: "To protect the morals, health, and safety of students, it is the policy of the district to deny entrance onto the premises of any district school or any building used for school activities to registered sex offenders or persons required to register under the sex offender registration act of whom the district has knowledge."
- C. The selected bidder shall take affirmative action to ensure that no contractor, employee, or subcontractor who will be working on MSBSD property has a criminal record of any conviction for child abuse or assault, be on the State of Alaska or any State Sexual Offender Registry, or has been convicted of a crime of moral turpitude. Any waiver of this section must be in writing, signed by the District's Superintendent. The MSBSD has the right to verify such records at any time during the life of the contract.

28. OCCUPATIONAL SAFETY AND HEALTH WARRANTY:

If awarded the agreement, the bidder warrants that the products sold or services rendered shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto. In the event the product sold does not conform to the OSHA standards and/or regulations, the MSBSD may return the product for correction or replacement at bidder's option and at bidder's expense. Services performed by the bidder which do not conform to OSHA standards and/or regulations must be corrected by bidder at bidder's expense or by the MSBSD at bidder's expense in the event bidder fails to make the appropriate correction within a reasonable time.

29. **COMPLIANCE:**

The selected bidder shall comply with all state, federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the service.

General Conditions:

- I. General Statement: The following conditions shall be followed by the selected bidder. These conditions shall be adhered to, relative to any project for which the selected bidder provides services. The MSBSD reserves the right to delete or alter the following terms and conditions or to add additional terms and conditions at its discretion. The selected bidder shall perform services and otherwise comply with all conditions as set forth in this Invitation to Bid including all attachments and appendices hereto and all additional requirements identified in the bid documents.
- II. Governing Laws: The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.
- III. Compliance with All Laws: The bidder shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner affect the performance of the agreement and all applicable MSBSD policies, rules and procedures.
- IV. Relationship of All Parties: It is expressly understood and agreed by the bidder and the MSBSD that the bidder's relationship to the MSBSD is that of an independent contractor.



30. CONFLICT OF INTEREST:

A. The contracting party expressly represents that the contract is not contrary to MSBSD School Board Policy BP 2300, Conflict of Interest and that the contracting party has read and understands BP 2300. If this representation is false, the Superintendent may terminate the contract without regard to partial performance and in the event of such a termination, the MSBSD will have no further liability or obligation to the contracting party.

B. Any employee and/or employee with immediate family members that may have a financial interest in the contract must file an annual BP 2300, Conflict of Interest Affidavit with MSBSD. The following definitions apply to this policy: Immediate family member means an employee's grandparent, parent, child, grandchild, brother, sister, spouse, child of a spouse, or regular member of the employee's household.

31. ASSIGNMENTS AND SUBCONTRACTORS:

A. The bidder shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent of the MSBSD.

- B. The bidder shall ensure that subcontractors are appropriately licensed, insured and bonded, and qualified to meet all of the requirements of this Invitation to Bid. If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five (5) working days of the written request by the MSBSD:
 - I. The complete name and address of the subcontractor;
 - II. The type and percentage of work the subcontractor will perform;
 - III. Certificate of Insurance
 - IV. Other requested information relevant to the qualifications of the subcontractor.

C. contractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the bidder.

32. TERMINATION FOR CAUSE:

- A. If, through any cause, the bidder shall fail to fulfill in a timely and proper manner their obligation under this agreement, or if the bidder shall violate any of the covenants, agreements, or stipulations of any awarded contract, the MSBSD shall thereupon have the right to terminate this agreement by serving written notice to the bidder of such termination and specifying the effective date thereof, at least 30 (thirty) days before the effective date of such termination. However, if the MSBSD determines that the continuation of this agreement constitutes an imminent threat to the health and safety of its students and staff, this agreement may be terminated by the MSBSD effective immediately.
- B. In the event it becomes necessary to terminate this agreement awarded as a result of this bid, regardless of the circumstances or time remaining on the contract, the bidder will be responsible for any and all expenses incurred by the MSBSD. These expenses can include, but are not limited to, cost of locating interim services, cost of re-issuing a bid, and any additional cost to the MSBSD by the new bidder greater than the current contract.
- C. The bidder shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision as set forth under Section 18 of this bid document. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The MSBSD's contract administrator shall determine whether work completed is satisfactory.

33. TERMINATION FOR CONVENIENCE OF THE MSBSD:

- A. The MSBSD may terminate any awarded contract or agreement at any time by serving written notice to the bidder of such termination and specifying the effective date of such termination at least 30 (thirty) days prior to the effective date of termination.
- B. Upon termination of any awarded contract or agreement, the MSBSD shall pay the bidder any payments due at that time.

34. FAILURE OF FUNDING:

- A. The MSBSD shall be excused from performance under the contract if funding is not appropriated.
- B. The MSBSD may reduce the scope and amount ofservices provided under the contract to counteract a funding shortfall.

ATTACHMENT A: SCOPE OF SERVICES

1. SCOPE

The Matanuska Susitna Borough School District (MSBSD) is seeking bids from qualified contractors for the purpose of relocating portable buildings as directed by the MSBSD during the term of the contract.

2. GENERAL INFORMATION

- A. The MSBSD will perform or subcontract separately the following work in relation to moving and set-up of the portable classrooms:
 - 1. Disconnection and reconnection of any utilities (i.e. power, data, gas, water, and sewer).
 - 2. Fire plan reviews.
 - 3. Site preparation.
 - 4. Removal and replacement of skirting, stairs, ramps, and deck.
 - 5. Securing of furniture inside portable classrooms, as needed.
 - Delineation and marking of the exact location for setting up portable classrooms at each new site.

B. The contractor shall:

- 1. Track employee wages and "on-site" costs and notify the MSBSD if the costs meet or exceed \$25,000 so the State of Alaska can be notified. See Attachment B: Special Conditions for Construction Bids for more information.

 *Please Note: All work performed "on-site" is covered by and subject to the provisions of Title 36, Little Davis Bacon Act. This includes ground leveling and blocking and leveling of the structures. State of Alaska, Title 36, Public Contracts, AS 36.05 and AS 36.10, Wage & Hour Administration, Pamphlet No. 600, Issue 43 applies. This pamphlet is included as Appendix 9.
- 2. Furnish all blocking.
 - a. Current blocking that is in good condition can be reused. If the blocking is unusable, the contractor will be responsible for supplying any replacement blocking.
 - b. All blocking used must be wood. Concrete blocking is not acceptable.
 - c. Blocking placement to be determined by the floor system construction in each portable classroom. The contractor should take note as to how blocking placement is currently being used and reconstruct that placement at the new site.
 - d. If the contractor feels that additional blocking is needed or if the new site conditions warrant a change in block placement, contractor shall contact Tony Weese, MSBSD Facilities Capital Planning and Construction Manager for consultation.
- 3. Relocate portable classrooms as specified on Attachment C: Bid Form. <u>Bid price must be inclusive of any and all costs and fees associated with the scope of work.</u> For bidding purposes, mileage between sites should be determined using the official MSBSD mileage chart (Appendix 8) or you must include a justification for the deviation.
- 4. Procure and provide copies of moving permits to the MSBSD before work and relocations begin.
- 5. Provide evidence of insurance coverage as specified in Appendix 3.
- 6. Provide leveling of buildings when placed on new site.
- 7. Repair all damage resulting from the contractor modifying the buildings to accommodate contractor's moving equipment.

- 8. Place the portable classrooms within eighteen (18) inches of the ground at the point of highest ground elevation.
- 9. If requested by the MSBSD, deliver portable steps/ramps to each new location.
- 10. Provide copies to the MSBSD of all licensing, certifications, permits, etc., required by the Matanuska-Susitna Borough, State of Alaska and/or Federal Government as stated in the bid documents.

C. Additional specifications are as follows:

- 1. Contractor must bid as indicated on Attachment C: Bid Form.
- 2. When at all possible, moving must be done during regular MSBSD Facilities Department working hours, Monday through Friday, 7:00 AM to 3:30 PM. Contractor must prearrange moving schedule with Tony Weese, MSBSD Facilities Capital Planning and Construction Manager.
- 3. Most portable classrooms in the MSBSD are 24' x 40' and are approximately 12' to 13' high (including the floor system). The approximate weight of each portable classroom is unknown.
- 4. Any portable classrooms designated as "oversized" are 24' x 40' at the base, 27' x 42' at the roof, and 13' high (including the floor system). The approximate weight of each portable classroom is unknown.

3. ESTIMATES OF QUANTITIES APPROXIMATE ONLY

It is expressly agreed that the quantity estimates shown in Attachment C: Bid Form are approximate, are only for use as a basis for comparison of bids and are not guaranteed. The MSBSD does not expressly, nor by implication, agree that the actual amount of work will match listed quantities. **Payment will be based on actual work completed and not estimates listed in the bid.**

4. **CONTRACT AWARD**

The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder based on total base bid. Additive alternates will not affect total base bid. Pricing must be included for all line items, or the bid may be considered non-responsive.

5. <u>CONTRACT TERM</u>

The term of any contract resulting from this solicitation shall be for a term beginning March 1, 2023 and ending December 31, 2023. The MSBSD reserves the right to renew the contract for four (4) additional one (1) year terms, upon mutual written agreement between the MSBSD and the contractor. The total contract will not extend beyond December 31, 2027.

6. CONTRACT MANAGEMENT

At the commencement of any resulting contract, the MSBSD and the successful bidder shall each designate a contract administrator. Such persons shall be the respective party's single point of contact for purposes of management of the contract. The bidder's contract administrator shall assume responsibility for the coordination of all contract issues under the contract.



ATTACHMENT B: SPECIAL CONDITIONS FOR CONSTRUCTION BIDS

1. **GENERAL INFORMATION:**

The following special conditions apply to bids and contracts of a construction nature.

2. CONTRACT MANAGEMENT:

At the commencement of the resulting contract, the MSBSD and the successful bidder shall each designate a project manager. Such person shall be the respective party's single point of contact for purposes of management of the contract. The bidder's project manager shall assume responsibility for the coordination of all contract issues under the contract.

3. BONDS OF CONTRACTORS FOR PUBLIC BUILDING OR WORKS:

In certain circumstances, Alaska Statute AS 36.25.010 requires contractors to furnish to the state or a political subdivision of the state certain bonds, which become binding upon the award of the contract. If required, the successful bidder shall furnish a performance and payment bond in the full amount of the contract and shall maintain the bond in force during the duration of the contract. The bond shall be for the faithful performance of this contract 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 contract documents may be made without securing the consent of the surety of sureties. The bond shall be with a corporate surety authorized to do business in Alaska, having an A.M. Best rating of B+7 or higher, and acceptable to the MSBSD. A Power of Attorney for the person signing the bond for the surety must be submitted with the bond.

4. WAGE RATES (STATE OF ALASKA PREVAILING WAGE SCALE AND ALASKA HIRE):

Attention of bidders is particularly called to the requirements of conditions of employment to be observed and minimum wage rates to be paid under the contract. The requirements of Alaska's Little Davis Bacon Act (AS 36.050.010) are applicable to this project. All work performed "on-site" is covered and subject to the provisions of this act. Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon and adhere to those conditions. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. The State of Alaska, Department of Labor, Wage and Hour Administration Pamphlet No. 600 is available online at http://labor.alaska.gov/lss/pamp600.htm. Laborers' and Mechanics' minimum rates of pay are updated April 1 and September 1 of each year. It is the responsibility of the bidder to obtain the new labor wage and hour rates when available from the State of Alaska, Department of Labor, and to use the prevailing wage scale and hiring requirements when formulating their bid. For the purposes of this Invitation to Bid, Issue # 45 September 1, 2022 will apply.

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5. LICENSES:

In addition to the licenses required in section 18 of the Instructions to Bidders, all individuals or businesses contracting for construction work under Alaska's Little Davis Bacon Act (AS 36.050.010) are hereby advised that they must obtain a contractor's license. For information on how to obtain the appropriate license or see if any exemptions may apply, please visit the following website: https://www.commerce.alaska.gov/web/cbpl/ ProfessionalLicensing/ConstructionContractors.aspx.

6. SUBCONTRACTORS:

Refer to Section 31 of the Instructions to Bidders, entitled "Assignments and Subcontractors", for the MSBSD's requirements regarding subcontractors.

7. CONTRACTOR PERSONNEL:

The personnel identified or described in the bidder's proposal shall perform the services provided for the MSBSD under any resulting contract. The bidder agrees that any personnel substituted during the term of the contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The MSBSD reserves the right to approve personnel assigned to work under the contract, and any changes or substitutions to such personnel. The MSBSD's approval of a substitution will not be unreasonably withheld. Any such approval or disapproval shall not relieve the bidder from its obligations under the contract. In the event that personnel become unavailable, it will be the bidder's responsibility to provide an equally qualified replacement in time to avoid delays to the work.

8. MEETINGS AND NOTIFICATIONS:

A. Technical or Contractual Problems: The bidder will be required to meet with the MSBSD's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the MSBSD. Meetings will occur as problems arise and will be coordinated by the MSBSD. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the contract.

- B. Progress Meetings: During the term of the contract, the MSBSD's project manager will plan and schedule Project Status Meetings with the successful bidder to discuss the progress made by the bidder and the MSBSD in the performance of their respective obligations under the contract. Project managers for all subcontractors who are then performing work on the project or whose work affects the status of the project shall participate in person or by telephone conference in the Project Status Meeting. At each such meeting, the successful bidder shall provide the MSBSD with a written status report that identifies project status including all work completed and milestones completed, issue tracking/resolution including projected schedule to resolve issues, change management, any problem or circumstance encountered by bidder, or of which bidder gained knowledge during the period since the last such status report, which may prevent bidder from completing any of its obligations as required or that may generate charges in excess of those previously agreed to by the parties. The successful bidder shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same. Either party also may request additional Progress Status meetings. Upon two (2) business days' prior telephone, e-mail, or written notice from a party, the other party shall use good faith efforts to make itself available for any meetings during business hours reasonably requested by the other party. The successful bidder's subcontractors shall make good faith efforts to attend such meetings if requested by the MSBSD.
- C. Failure to Notify: In the event successful bidder fails to specify in writing any problem or circumstance with respect to the period during the term covered by bidder's status report, it shall be conclusively presumed for purposes of the resulting contract that no such problem or circumstance arose during such period, and the bidder shall not be entitled to rely upon such problem or circumstance as a purported justification for either claiming it is entitled to receive any amount (including without limitation damages or additional charges arising out of a breach by the MSBSD of any MSBSD obligation) with respect to any of bidder's obligations under the contract in excess of those previously agreed to; or failing to complete any of bidder's obligations. Submission by the successful bidder of the status reports shall not alter, amend or modify the bidder's or the MSBSD's rights or obligations pursuant to any provision of the resulting contract.
- D. MSBSD's Failure or Delay: For a problem or circumstance identified in the bidder's status report, which the bidder claims was the result of the MSBSD's failure or delay in discharging any MSBSD obligation, the MSBSD shall review and determine if such problem or circumstance was in fact the result of such alleged failure or delay. If the MSBSD agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the bidder. If the MSBSD does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

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ATTACHMENT C: BID FORM

The undersigned hereby further proposes to furnish all services, including labor, supplies, and supervision necessary to perform the work to relocate portable buildings in full accordance with the bid documents. Price is for all costs required to move one portable from its existing site to the requested site. Please include a price for each distance range and size listed below:

BASE BID	ESTIMATED RELOCATIONS*	UNIT COST	EXTENDED PRICE
Relocate standard size portable 0 – 10 miles	3	\$	\$
Relocate standard size portable 11 – 25 miles	4	\$	\$
Relocate standard size portable 26 – 50 miles	4	\$	\$
Relocate oversized portable 0 – 10 miles.	1	\$	\$
Relocate oversized portable 11 – 25 miles	1	\$	\$
Relocate oversized portable 26 – 50 miles	1	\$	\$
		TOTAL BID PRICE	\$

^{*}The estimated quantity of relocations will be used as a basis for the comparison of bids only. The MSBSD does not guarantee any portables will be relocated.

	ADDITIVE ALTERNATE		UNIT BID PRICE
Relocate st	andard size portable 51 – 200 miles		\$
Relocate ov	versized portable 51 – 200 miles		\$
Company: _	Printed	Date:	·
Contractor:	Signature		
Contractor:	Printed Name		



APPENDIX 1: ADDENDUM ACKNOWLEDGEMENT

Please sign below to acknowledge receipt of all addenda. Return this form with your bid packet. Failure to acknowledge receipt of addenda may result in a determination of your proposal as non-responsive.

If no addenda have been issued, please indicate "NONE" below.

Addendum No.	Receipt Acknowledged (Signature)	Date
		1
	-	

APPENDIX 2: NON-COLLUSION CERTIFICATE

The bidder certifies that:

- 1. The prices in this offer have been arrived at independently and neither the bidder nor any representatives of the bidder has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person relating to:
 - Those prices;
 - The intention to submit an offer; or
 - The methods or factors used to calculate the prices offered.
- 2. The prices in this offer have not and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law.
- 3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

Signature
Printed Name
Title
Business Name
Data
Date

APPENDIX 3:

INSURANCE REQUIREMENT FOR CONTRACTORS

It is highly recommended that contractors and subcontractors confer with their respective insurance companies or brokers to determine if their insurance program complies with the Matanuska-Susitna Borough School District's (MSBSD) insurance requirements.

The contractor and subcontractors shall procure and maintain in force at all times during the term of this agreement, and at its own cost, the following insurance policies required hereunder. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the contract, may be grounds for termination.

The insurance companies shall be rated no less than A-7 by AM Best rating service. MSBSD reserves the right to review and revise any of the following insurance requirements, based on insurance market conditions, availability or affordability of coverage, or changes within the scope of work that applies to this contract. In addition, the MSBSD reserves the right to reject any insurance policies that fail to meet the criteria listed within this section, or insurance carriers that are in poor financial condition or become in poor financial condition during the term of this contract.

The Policies of insurance required shall include the following:

1. WORKERS' COMPENSATION INSURANCE:

Workers' Compensation insurance in compliance with the laws of the State of Alaska, with Statutory Limits, and Employers' Liability insurance with a limit no less than \$500,000 Bodily Injury by Accident-Each Accident, \$500,000 Bodily Injury by Disease-Each Employee, \$500,000, Bodily Injury by Disease Policy Limit, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.

2. COMMERCIAL GENERAL LIABILITY INSURANCE:

Commercial General Liability insurance on an occurrence form with limits of liability not less than \$1,000,000 per occurrence bodily injury and property damage, \$1,000,000 personal and advertising injury, and \$2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; B) Premises/Operations; and C) Products/Completed Operations.

3. EXCESS LIABILITY INSURANCE:

Contractors and subcontractors shall procure and maintain during the life of this agreement, Excess Liability insurance with a limit of liability not less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

4. BUSINESS AUTOMOBILE / MOTOR VEHICLE LIABILITY:

The contractors and subcontractors shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

5. ADDITIONAL INSURED:

The following shall be listed as an Additional Insured on each policy listed except Workers' Compensation, Professional Liability, and Errors & Omissions: the Matanuska-Susitna Borough School District including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of the MSBSD.

6. INDEMNIFICATION AND HOLD HARMLESS:

A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.



7. CANCELLATION NOTICE:

All insurance policies, as described above, shall include an endorsement stating the following: "thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: MSBSD, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645.

8. WAIVER OF SUBROGATION:

The insurer(s) shall agree to waive all rights of subrogation against the District, its Administrators, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any of its subcontractors for the District.

9. CERTIFICATES OF INSURANCE:

The contractors and subcontractors shall provide the MSBSD two (2) Certificates of Insurance and/or copies of policies acceptable to the MSBSD for the coverage's listed herein at the time the agreements are returned for execution.

10. CONTINUATION OF COVERAGE:

If any of the above coverage expires during the term of this agreement, the contractors and subcontractors shall deliver renewal certificates of insurance and/or policies to the MSBSD at least ten (10) days prior to the expiration date.

The duties required under this appendix shall survive the termination or expiration of this agreement.

APPENDIX 4:

VENDOR PAPERWORK Please complete this form in its entirety. Any applicable supplemental documents can be attached as needed. A W-9, available at www.irs.gov/uac/about-form-w9, must be submitted with this form or the application will be denied. □ Vendor Update/Change New Vendor Application Please check one: EIN or SSN Vendor Legal Name Operating Name (DBA) Vendor Mailing Address City, State, Zip Code Vendor Remit-To Address City, State, Zip Code Vendor Contact Name Contact E-mail Address Phone # Vendor Website URL Fax # Describe the services, materials, and/or equipment to be provided: How long have you been in business providing these services, materials, and/or equipment? Describe any special instructions for shipping to Alaska: Do you accept Purchase Orders (POs)? Yes ■ No How to you prefer to receive POs? Mail ☐ Email ☐ Fax What is your preferred method of payment? ☐ EFT Check Do you provide services to the public? ☐ Yes □ No Do you have a current Business License?Do ☐ Yes □ No License # State you have a State of AK Business License?Do Tyes ■ No License # you have a Mat-Su Business License? Yes ■ No License # Are you currently an MSBSD employee? ☐ Yes* □ No *Stop. Complete a Conflict of Interest Affidavit. Are you related to an MSBSD employee? ☐ Yes* □ No *Stop. MSBSD employee must complete a Conflict of Interest Affidavit. ☐ Yes* □ No *Do you carry Worker's Compensation insurance? 🔲 Yes 🔲 No Do you have employees? Upon request, can you provide three (3) references from individuals/companies you have served? Printed Name and Title Authorized Agent Signature (Required) Date Purchasing Department Use Only: ■ No* Approved? Yes Vendor # W-9 Attached? ☐ Yes □ No Approved/Denied By Pre-Pay? ☐ Yes ∏ No *Reason for Denial Alt. Vendor Name Sent to Acctg.: Alt. Vendor #

APPENDIX 5: PROPOSED SUBCONTRACTORS AND SUPPLIERS LIST

NOTE: Please return this with your bid, if applicable. Put an "X" in the right columns indicating if the company is a sub-contractor or a supplier.

#	ITEM	CONTRACTOR NAME, ADDRESS, & E-MAIL	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	Signature			
	Company N	lame		
	Date			

21





APPENDIX 6: SCHOOL CALENDAR Matanuska-Susitna Borough School District **School Calendar** 2022-2023

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			JULY			
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24	25	26	27	28	29	30
31						

AUGUST						
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28	29	30	31			

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August

10	Work Day for Teachers (WD)*
11-12	Professional Development Days (PD)*
15	Work Day for Teachers (WD)*
16	School Opens for 1-12 (SO)
23	First Day for Preschool/Kindergarten

September

1-2	Professional Development Days (PD)*
5	Labor Day Holiday (H)*

October

14	Quarter 1 Ends (41 Days)
31	Parent Conference Day (PC)*

November

11	Professional Development Day (PD)*
24-25	Thanksgiving Holiday (H)*

December

22	Quarter 2 Ends (45 Days)
23	Work Day for Teachers (WD)*
26	Christmas Holiday (H)*
27-30	Winter Vacation (V)*

January

2	New Years Day (H)*
3-6	Winter Vacation (V)*
16	Martin Luther King Jr. Day (H)*

February

24	Parent	Conference	Day (PC)	*
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March

9	Quarter 3 Ends (42 Days)
10	Work Day for Teachers (WD)*
13-17	Spring Vacation (V)*

April

29 Professional Davale	nmont Day (DD)*
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May

•	
19	School Closes/Quarter 4 Ends (44 Days)
22	Work Day for Teachers (WD)*

^{*} Indicates no school for students

SMTWTFS	,
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JANUARY							
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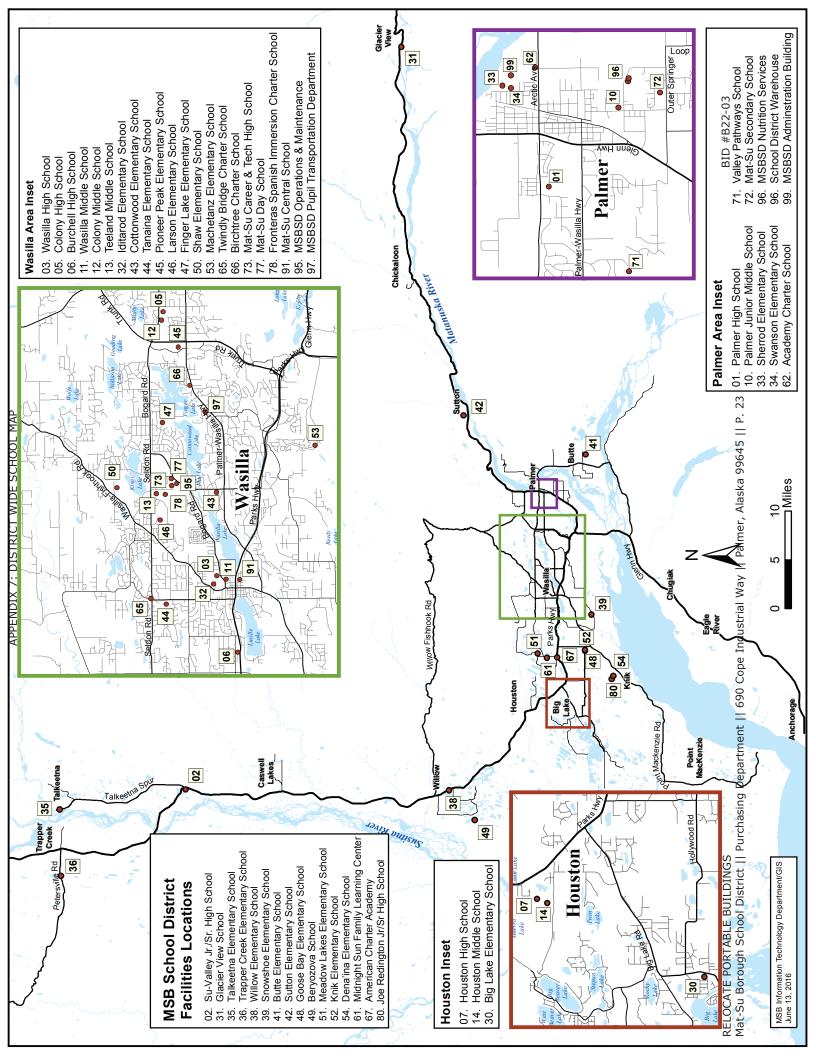
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19	20	21	22	23	PC	25		
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MARCH								
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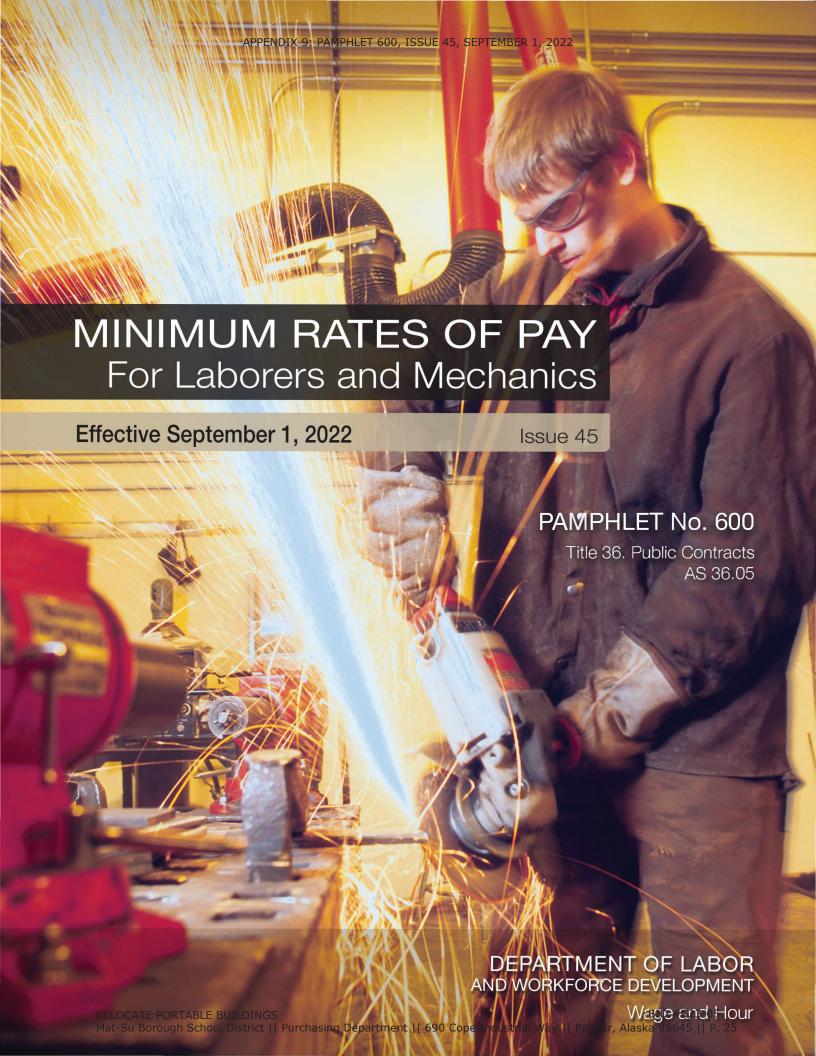
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APPENDIX 9: PAMPHLET 600, ISSUE 45, SEPTEMBER 1, 2022



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,

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.

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

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

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

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

Sec. 36.05.900. Definition.

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

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

- ***Notice: Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here***
- **8 AAC 30.051. Purpose.** The purpose of 8 AAC 30.052 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.
- **8 AAC 30.052. Board and lodging; remote sites.** (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.
- (b) A contractor is not required to provide board and lodging:
 - (1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or
 - (2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.
- (c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:
 - (1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or
 - (2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.
- **8 AAC 30.054. Per diem instead of board and lodging.** (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:
 - (1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet Laborers and Mechanics Minimum Rates of Pay;
 - (2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*; and

- (3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.
- (b) A contractor may not pay per diem instead of board and lodging on a highway project located
 - (1) west of Livengood on the Elliot Highway, AK-2;
 - (2) on the Dalton Highway, AK-11;
 - (3) north of milepost 20 on the Taylor Highway, AK-5;
 - (4) east of Chicken on the Top of the World Highway; or
 - (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.
- **8 AAC 30.056. Alternative arrangement.** Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided
 - (1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and
 - (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

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

In this chapter and in AS 36

- (22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;
- (23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

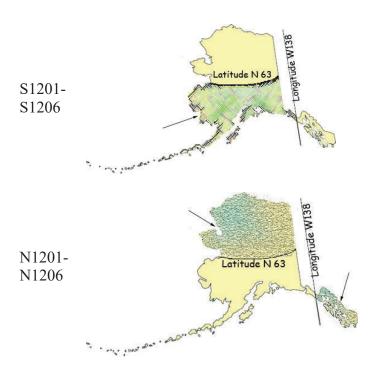
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

Per Diem Rate: As of May 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

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

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Debarment Expires Company Name

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR H	&W F	PEN	TRN	Other I	Benefits	THR
Boilerm								
*5	See per diem note on last page							
A0101	Boilermaker (journeyman)	46.97 8.	.57 1	8.08	1.90	VAC 4.25	SAF 0.34	80.11
Brickla	yers & Blocklayers							
*5	See per diem note on last page							
A0201 I	Blocklayer	42.01 9.	.00 1	0.20	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							
A 0202 T	Tuck Pointer Caulker	42.01 9.	00 1	0.20	0.62	L&M 0.20		62.03
	Cleaner (PCC)	.2.01	.00 1	0.20	0.02	L&M		02.00
A0203 1	Marble & Tile Finisher	35.84 9.	.00 1	0.20	0.62	0.20		55.86
	Terrazzo Finisher					L&M		
A0204	Torginal Applicator	35.84 9.	.00 1	0.20	0.62	0.20		55.86
Carpen	ters, Region I (North of 63 latitude)							
•	See per diem note on last page							
N0301 (Carpenter (journeyman)	43.34 10).35 1	5.82	1.75	L&M 0.20	SAF 0.20	71.66
	Lather/Drywall/Acoustical							
	ters, Region II (South of N63 latitude) See per diem note on last page							
S0301 (Carpenter (journeyman)	43.34 10).35 1	6.36	1.75	L&M 0.20	SAF 0.20	72.20
	Lather/Drywall/Acoustical							
	t Masons See per diem note on last page							

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Cement Masons

*See per diem note on last page

L&M

62.16

A0401 Group I, including:

40.13 8.70 11.80 1.43 0.10

Application of Sealing Compound

Application of Underlayment

Building, General

Cement Finisher

Cement Mason (journeyman)

Concrete

Concrete Paving

Concrete Polishing

Concrete Repair

Curb & Gutter, Sidewalk

Curing of All Concrete

General Concrete Pour Tender

Grouting & Caulking of Tilt-Up Panels

Grouting of All Plates

Patching Concrete

Screed Pin Setter

Screeder or Rodder

Spackling/Skim Coating

L&M

A0402 Group II, including:

40.13 8.70 11.80 1.43 0.10

Form Setter

A0403 Group III, including:

L&M

40.13 8.70 11.80 1.43 0.10 62.16

62.16

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)

L&M

A0404 Group IV, including:

40.13 8.70 11.80 1.43 0.10

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

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

Page 2

Class	APPENDIX 9: PAMPHLET 600, ISSUE 45, SEP						
Code	Classification of Laborers & Mechanics	BHR H	I&W	PEN	TRN	Other Benefits	THR
	t Masons						
*	See per diem note on last page						
A0404	Group IV, including:	40.13	8.70	11.80	1.43	L&M 0.10	62.16
	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	1.43	L&M 0.10	62.16
	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						
Culina	ry Workers						
A0501	Baker/Cook	29.12	7.31	8.68		LEG	45.11
A0503	General Helper	25.82	7.31	8.68		LEG	41.81
	Housekeeper Janitor Kitchen Helper						
A0504	Head Cook	29.72	7.31	8.68		LEG	45.71
A0505	Head Housekeeper	26.20	7.31	8.68		LEG	42.19
	Head Kitchen Help						
Dredge	emen See per diem note on last page						

A0601 Assistant Engineer

Craneman

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

68.71

L&M

0.10

0.05

BID #B23-05

42.76 11.05 13.75 1.00

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TR	N Other l	Benefits THR
Dredge	emen			
*	See per diem note on last page			
A0601	Assistant Engineer	42.76 11.05 13.75 1.0	L&M 0 0.10	0.05 68.71
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder			
A0602	Assistant Mate (deckhand)	41.60 11.05 13.75 1.0	L&M 0 0.10	0.05 67.55
A0603	Fireman	42.04 11.05 13.75 1.0	L&M 0 0.10	0.05 67.99
A0605	Leverman Clamshell	45.29 11.05 13.75 1.0	L&M 0 0.10	0.05 71.24
A0606	Leverman Hydraulic	43.53 11.05 13.75 1.0	L&M 0 0.10	0.05 69.48
A0607	Mate & Boatman	42.76 11.05 13.75 1.0	L&M 0 0.10	0.05 68.71
A0608	Oiler (dredge)	42.04 11.05 13.75 1.0	L&M 0 0.10	0.05 67.99
Electri	icians See per diem note on last page			
	Inside Cable Splicer	42.77 14.23 13.92 0.9	L&M 5 0.20	LEG 0.15 72.22
	Inside Journeyman Wireman, including:	42.44 14.23 14.16 0.9	L&M 5 0.20	LEG 0.15 72.13
	Technicians (including use of drones in electrical construction)			
A0703	Power Cable Splicer	63.04 14.23 19.08 0.9	L&M 5 0.25	LEG 0.15 97.70
<u>A0704</u>	Tele Com Cable Splicer	50.53 14.23 17.17 0.9	L&M 5 0.20	LEG 0.15 83.23
A0705	Power Journeyman Lineman, including:	61.29 14.23 19.03 0.9	L&M 5 0.25	LEG 0.15 95.90
	Power Equipment Operator Technician (including use of drones in electrical construction)			
A0706	Tele Com Journeyman Lineman, including:	48.78 14.23 17.11 0.9	L&M 5 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 I	Benefits THR
Electricians				
*See per diem note on last page				
A0707 Straight Line Installer - Repairman	48.78 14.23 17.11	0.95	L&M 0.20	LEG 0.15 81.42
A0708 Powderman	59.29 14.23 18.97	0.95	L&M 0.25	LEG 0.15 93.84
A0710 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	0.15	L&M 0.15	LEG 0.15 57.15
			L&M 0.15	LEG 0.15 66.35
A0713 Journeyman Tree Trimmer	38.05 14.23 13.62	0.13		
A0714 Vegetation Control Sprayer	41.60 14.23 13.73	0.15	L&M 0.15	LEG 0.15 70.01
A0715 Inside Journeyman Communications CO/PBX	41.02 14.23 13.87	0.95	L&M 0.20	LEG 0.15 70.42
Elevator Workers				
*See per diem note on last page				
A0802 Elevator Constructor	44.21 16.02 20.21	0.65	L&M 0.60	VAC 4.90 86.59
A0803 Elevator Constructor Mechanic	63.16 16.02 20.21	0.65	L&M 0.60	VAC 7.01 107.65
Heat & Frost Insulators/Asbestos Workers				
*See per diem note on last page				
A0902 Asbestos Abatement-Mechanical Systems	40.32 9.24 11.12	2 1.20	IAF 0.14	LML 0.05 62.07
A0903 Asbestos Abatement/General Demolition All Systems	40.32 9.24 11.12		IAF 0.14	LML 0.05 62.07
A0904 Insulator, Group II	40.32 9.24 11.12		IAF 0.14	LML
AUJUT HISUIAIOI, OTOUP II	70.32 7.24 11.12	1.20		
A0905 Fire Stop	40.32 9.24 11.12	1.20	IAF 0.14	LML 0.05 62.07
IronWorkers				
*See per diem note on last page				
A1101 Ironworkers, including:	41.49 9.91 24.95	0.77	L&M 0.20	IAF 0.24 77.56

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

BID #B23-05

Class Code	Classification of Laborers & Mechanics	BHR H&	W PEN	TRN	Other l	Benefits	THR
	orkers						
	See per diem note on last page						
<u>A1101</u>	Ironworkers, including:	41.49 9.9	1 24.95	0.77	L&M 0.20	IAF 0.24	77.56
	Bender Operators						
	Bridge & Structural						
	Hangar Doors						
	Hollow Metal Doors						
	Industrial Doors						
	Machinery Mover						
	Ornamental						
	Reinforcing						
	Rigger Sheeter						
	Signalman						
	Stage Rigger						
	Toxic Haz-Mat Work						
	Welder						
					L&M	IAF	
A1102	Helicopter	42.49 9.9	1 24.95	0.77	0.20	0.24	78.56
	Helicopter (used for rigging and setting)						
	Tower (energy producing windmill type towers to include nacelle and blades)						
<u>A1103</u>	Fence/Barrier Installer	37.99 9.9	1 24.95	0.77	L&M 0.20	IAF 0.24	74.06
11104	C IN II W	20.72 0.0	1 2405	0.77	L&M	IAF	74.00
A1104	Guard Rail Layout Man	38.73 9.9	1 24.95	0.//	0.20	0.24	74.80
					L&M	IAF	
A1105	Guard Rail Installer	38.99 9.9	1 24.95	0.77	0.20	0.24	75.06
Labor	ers (The Alaska areas north of N63 latitude and east of W138 lo	ngitude)					
	See per diem note on last page	g					
					L&M	LEG	
N1201	Group I, including:	33.00 8.9	5 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						

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

Page 6

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

N1201 Group I, including:

33.00 8.95 21.16 1.40 0.20 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

N1202 Group II, including:

L&M LEG

0.20

65.91

0.20

34.00 8.95 21.16 1.40

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

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

N1202 Group II, including:

34.00 8.95 21.16 1.40 0.20 0.20 65.91

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

Bit Grinder

L&M LEG

0.20

66.81

0.20

34.90 8.95 21.16 1.40

38.18 8.95 21.16 1.40

N1203 Group III, including:

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

N1204 Group IIIA

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

0.20

0.20

70.09

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

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Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

N1204 Group IIIA 38.18 8.95 21.16 1.40 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

L&M LEG

N1205 Group IV 22.57 8.95 21.16 1.40 0.20 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 longitude)

*See per diem note on last page

L&M LEG

0.20

64.91

0.20

33.00 8.95 21.16 1.40

Asphalt Worker (shovelman, plant crew)

Brush Cutter

S1201 Group I, including:

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

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

screeding)

Crusher Plant Laborer

Demolition Laborer

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

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

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Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

S1201 Group I, including:

33.00 8.95 21.16 1.40 0.20 0.20 64.91

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

0.20

65.91

0.20

\$1202 Group II, including: 34.00 8.95 21.16 1.40

Burning & Cutting Torch

Cement or Lime Dumper or Handler (sack or bulk)

Certified Erosion Sediment Control Lead (CESCL Laborer)

Choker Splicer

Chucktender (wagon, air-track & hydraulic drills)

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

vibratorman)

Culvert Pipe Laborer

Cured Inplace Pipelayer

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

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

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Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

S1202 Group II, including:

34.00 8.95 21.16 1.40 0.20 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

L&M LEG

S1203 Group III, including:

34.90 8.95 21.16 1.40 0.20 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)

L&M LEG

S1204 Group IIIA

38.18 8.95 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)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

	APPENDIX 9: PAMPHLET 600, ISSUE 45, SEP	ΓΕΜΒΕR 1, 2	022				
Class Code	Classification of Laborers & Mechanics	BHR H&V	W PEN	TRN	Other I	Benefits	THR
	ers (The area that is south of N63 latitude and west of W138 long See per diem note on last page	gitude)					
S1204	Group IIIA	38.18 8.95	5 21.16	1.40	L&M 0.20	LEG 0.20	70.09
	Traffic Control Supervisor, DOT Qualified						
S1205	Group IV	22.57 8.95	5 21.16	1.40	L&M 0.20	0.20	54.48
	Final Building Cleanup Permanent Yard Worker						
S1206	Group IIIB	41.97 6.24	1 21.16	1.40	L&M 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						
Millwr							
*	*See per diem note on last page						
A1251	Millwright (journeyman)	46.48 10.3	5 12.87	1.10	L&M 0.40	0.05	71.25
A1252	Millwright Welder	47.48 10.3	5 12.87	1.10	L&M 0.40	0.05	72.25
Painte	rs, Region I (North of N63 latitude)						
*	See per diem note on last page						
N1301	Group I, including:	36.08 9.27	7 15.10	1.08	L&M 0.07		61.60
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll						
N1302	Group II, including:	36.60 9.27	7 15.10	1.08	L&M 0.07		62.12
	Bridge Painter Epoxy Applicator General Drywall Finisher Hand/Spray Texturing						

Hand/Spray Texturing

Industrial Coatings Specialist

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	L&M
S1302 Group II, including:	34.47 9.27 15.95 1.08 0.07 60.84
General Drywall Finisher Hand/Spray Texturing Machine/Automatic Taping	

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

Wallpaper/Vinyl Hanger

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Painters, Region II (South of N63 latitude)	
*See per diem note on last page	
S1303 Group III, including:	L&M 34.57 9.27 15.95 1.08 0.07 60.94
Bridge Painter	
Epoxy Applicator	
Industrial Coatings Specialist	
Pot Tender	
Sandblasting	
Specialty Painter	
Structural Steel Painter	
S1304 Group IV, including:	L&M 40.95 9.27 17.25 1.08 0.07 68.62
Glazier	
Storefront/Automatic Door Mechanic	
	L&M
S1305 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	
S1306 Group VI, including:	50.44 10.23 5.00 1.10 0.10 66.87
Traffic Control Striper	
Piledrivers	
*See per diem note on last page	
A1401 Piledriver	L&M IAF 43.34 10.35 15.82 1.75 0.20 0.20 71.66
A ' P' T 1	
Assistant Dive Tender	
Carpenter/Piledriver	
Rigger	
Sheet Stabber	
Skiff Operator	L&M IAF
A1402 Piledriver-Welder/Toxic Worker	44.34 10.35 15.82 1.75 0.20 0.20 72.66
A1402 Demotely Operated Webiele Dilet/Thairies	L&M IAF
A1403 Remotely Operated Vehicle Pilot/Technician	47.65 10.35 15.82 1.75 0.20 0.20 75.97
Single Atmosphere Suit, Bell or Submersible Pilot	
	L&M IAF
A1404 Diver (working) **See note on last page	87.45 10.35 15.82 1.75 0.20 0.20 115.77

	APPENDIX 9: PAMPHLET 600, ISSUE 45, SEPT	TEMBER 1, 2022				
Class Code (Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other E	Benefits	THR
Piledrive *Se	rs se per diem note on last page					
A1405 D	ver (standby) **See note on last page	47.65 10.35 15.82	1.75	L&M 0.20	IAF 0.20	75.97
A1406 Di	ive Tender **See note on last page	46.65 10.35 15.82	1.75	L&M 0.20	IAF 0.20	74.97
A1407 W	elder (American Welding Society, Certified Welding Inspector)	48.90 10.35 15.82	1.75	L&M 0.20	IAF 0.20	77.22
	s, Region I (North of N63 latitude) te per diem note on last page					
N1501 Jo	urneyman Pipefitter	45.41 11.75 17.45	1.50	L&M 0.65	S&L	76.76
	lumber Velder					
	s, Region II (South of N63 latitude) te per diem note on last page					
S1501 Jo	urneyman Pipefitter	41.00 11.88 15.27	1.55	L&M 0.20		69.90
	lumber Velder					
	s, Region IIA (1st Judicial District) se per diem note on last page					
X1501 Jo	urneyman Pipefitter	41.32 13.37 11.75	2.50	L&M 0.24		69.18
	lumber ⁷ elder					
	quipment Operators re per diem note on last page					
A1601 Gr	roup I, including:	43.53 11.05 13.75	1.00	L&M 0.10	0.05	69.48
A	sphalt Roller: Breakdown, Intermediate, and Finish					

Back Filler

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine **Boat Coxswain**

Bulldozer

Cableways, Highlines & Cablecars

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

BID #B23-05

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

43.53 11.05 13.75 1.00 0.10 0.05 69.48

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)

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

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

L&M

A1602 Group IA, including:

45.29 11.05 13.75 1.00 0.10 0.05 71.24

Camera/Tool/Video Operator (Slipline)

Certified Welder, Electrical Mechanic, Camp Maintenance Engineer,

Mechanic (over 10,000 hours)

Cranes (over 45 tons or 150 feet including jib & attachments)

- (a) Clamshells & Draglines (over 3 yards)
- (b) Tower Cranes

Licensed Water/Waste Water Treatment Operator

Loaders (over 5 yards)

Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to

final grade and/or to hubs, or for asphalt)

Power Plants (1000 k.w. & over)

Profiler, Reclaimer, and Roto-Mill

Quad

Scrapers (over 40 yards)

Screed

Shovels, Backhoes, Excavators with all attachments (over 3 yards)

Sidebooms (over 45 tons)

Slip Form Paver, C.M.I. & similar types

Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)

L&M

A1603 Group II, including:

42.76 11.05 13.75 1.00 0.10 0.05 68.71

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

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Power Equipment Operators

*See per diem note on last page

L&M

A1603 Group II, including:

42.76 11.05 13.75 1.00 0.10

.10 0.05 68.71

Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

L&M

A1604 Group III, including:

42.04 11.05 13.75 1.00 0.10 0.05 67.99

"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

L&M

A1605 Group IV, including:

35.83 11.05 13.75 1.00 0.10 0.05 61.78

Crane Assistant Engineer/Rig Oiler

Drill Helper

Parts & Equipment Coordinator

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

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Class	
Code	

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Po	ower	Ea	uipm	ent (O	perators
----	------	----	------	-------	---	----------

*See per diem note on last page

L&M

A1605 Group IV, including:

35.83 11.05 13.75 1.00 0.10 0.05 61.78

Spotter

Steam Cleaner

Swamper (on trenching machines or shovel type equipment)

Roofers

*See per diem note on last page

A1701 Roofer & Waterproofer	L&M 44.62 13.75 3.91 0.81 0.10 0.06 63.25
A1702 Roofer Material Handler	L&M 31.23 13.75 3.91 0.81 0.10 0.06 49.86

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

77.42

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning

ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial

food service equipment

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

Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

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

*See per diem note on last page

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M

\$1801 Sheet Metal Journeyman

45.35 12.23 14.70 1.83 0.43 74.54

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC systems

Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of heating, ventilation and air conditioning ducts and equipment

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial

food service equipment

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

Systems

Manufacture, fabrication assembly, installation and alteration of all

ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans

required for fabrication and erection of sheet metal work

Sheet Metal shelving

Sheet Metal venting, chimneys and breaching

Skylight installation

Sprinkler Fitters

*See per diem note on last page

	Law	
A1901 Sprinkler Fitter	51.51 10.55 18.15 0.52 0.25 80.	98

Surveyors

*See per diem note on last page

A2001	Chief of Parties	46.16 12.23 13.64 1.15	L&M 0.10	73.28
			L&M	
A2002	Party Chief	44.57 12.23 13.64 1.15		71.69
			L&M	
A2003	Line & Grade Technician/Office Technician/GPS, Drones	43.97 12.23 13.64 1.15		71.09
			L&M	
A2004	Associate Party Chief (including Instrument Person & Head Chain	41.85 12.23 13.64 1.15		68.97
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	41.85 12.23 13.64 1.15	0.10	68.97

Class	
Code	

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Surveyors

*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

70.06

Truck Drivers

*See per diem note on last page

L&M 0.10

A2101 Group I, including:

42.94 12.23 13.64 1.15

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)

L&M 0.10

A2102 Group 1A including:

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)

L&M

A2103 Group II, including:

41.68 12.23 13.64 1.15

44.21 12.23 13.64 1.15

.15 0.10

68.80

71.33

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)

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)

L&M

A2104 Group III, including:

40.86 12.23 13.64 1.15

0.10

67.98

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

Foam Distributor Truck Dual Axle

Front End Loader with Fork

Grease Truck

Hydro Seeder, Dual Axle

Hyster Operators (handling bulk aggregate)

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

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Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

Truck Drivers

*See per diem note on last page

L&M

A2105 Group IV, including:

40.28 12.23 13.64 1.15 0.10 67.40

66.64

Loadmaster (air & water operations)

Lumber Carrier

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

Rigger (air/water/oilfield)

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

A2106 Group V, including:

39.52 12.23 13.64 1.15 0.10

Buffer Truck

Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing

Attachments (up to & including 5 tons)

Bus Operator (up to 30 passengers)

Farm Type Rubber Tired Tractor (when material handling or pulling

wagons on a construction project)

Flat Beds, Single Rear Axle

Foam Distributor Truck Single Axle

Fuel Handler (station/bulk attendant)

Gear/Supply Truck

Gravel Spreader Box Operator on Truck

Hydro Seeders, Single axle

Pickups (pilot cars & all light-duty vehicles)

Rigger/Swamper

Tack Truck

Team Drivers (horses, mules, & similar equipment)

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

*See per diem note on last page

L&M **LEG**

36.30 8.95 21.16 1.40

0.20 0.20 68.21

N2201 Group I, including:

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

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

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

N2201 Group I, including: 36.30 8.95 21.16 1.40 0.20 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

LEG L&M N2203 Group III, including: 38.39 8.95 21.16 1.40 0.20 0.20 70.30

Miner

Retimberman

N2204 Group IIIA, including: 42.00 8.95 21.16 1.40 0.20 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

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,

N2206 Group IIIB, including:

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

Stake Hopper

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

*See per diem note on last page

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

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L&M LEG

L&M LEG

0.20

75.37

0.20

46.17 6.24 21.16 1.40

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

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

*See per diem note on last page

L&M LEG

S2201 Group I, including: 36.30 8.95 21.16 1.40 0.20 0.20 68.21

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M **LEG**

37.40 8.95 21.16 1.40 0.20 0.20 69.31 **S2202** Group II, including:

Burning & Cutting Torch

Certified Erosion Sediment Control Lead (CESCL Laborer)

Concrete Laborer

Floor Preparation, Core Drilling

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Nozzlemen, Pumpcrete or Shotcrete

Pipelayer Helper

L&M **LEG**

L&M

L&M

0.20

46.17 6.24 21.16 1.40

LEG

LEG

0.20

0.20 0.20 **S2203** Group III, including: 38.39 8.95 21.16 1.40 70.30

Miner

Retimberman

0.20 42.00 8.95 21.16 1.40 0.20 73.91 **S2204** Group IIIA, including:

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

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)

S2206 Group IIIB, including:

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

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

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75.37

Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

*See per diem note on last page

		L&M	LEG	
S2206 Group IIIB, including:	46.17 6.24 21.16 1.40	0.20	0.20	75.37

Stake Hopper	
Tunnel Workers, Power Equipment Operators *See per diem note on last page	
A2207 Group I	47.88 11.05 13.75 1.00 0.10 0.05 73.83
A2208 Group IA	L&M 49.82 11.05 13.75 1.00 0.10 0.05 75.77
A2209 Group II	L&M 47.04 11.05 13.75 1.00 0.10 0.05 72.99
A2210 Group III	L&M 46.24 11.05 13.75 1.00 0.10 0.05 72.19
A2211 Group IV	L&M 39.41 11.05 13.75 1.00 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			
	Shipyard Workers *See 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.