PETERSBURG INDIAN ASSOCIATION



12th & Howkan Lot Revitalization Project PHASE I 2023

CONTRACT DOCUMENTS & SPECIFICATIONS

12th & Howkan Lot Revitalization Project PHASE I - 2023

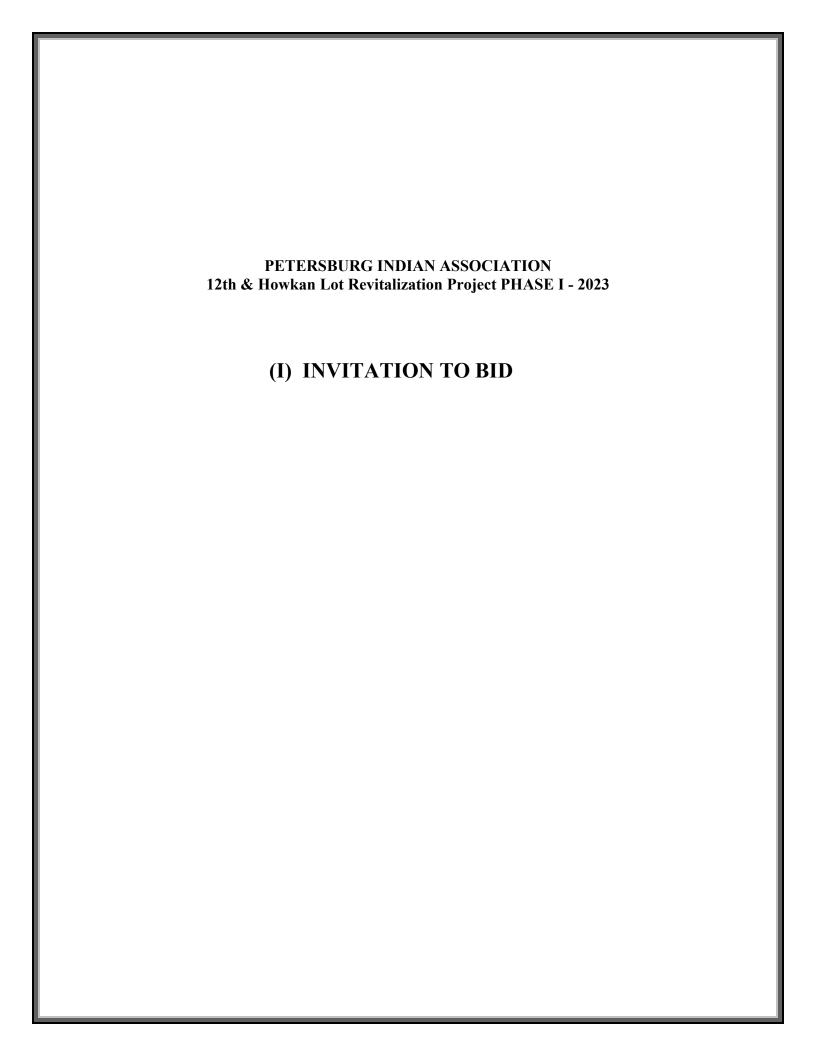
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INVITATION TO BID

Notice is hereby given that the Petersburg Indian Association will receive sealed bids for the 12th & Howkan Lot Revitalization Project PHASE I \sim 2023. Project scope: to construct a parking lot of approximately 0.61 acres. The project will include the removal of trees, excavation, and disposal of approximately 10,500 cubic yards of muskeg, and placement of approximately 9,530 cubic yards of shotrock with approximately 500 cubic yards of gravel topping. Approximately 150 linear feet of rock retaining wall and 300 linear feet of perimeter rock will be constructed around the parking lot. A stormwater area drain will be installed to the existing storm drain system. The estimated construction cost for the base bid is between \$500,000 & \$1,000,000. All Work must be completed by September 15, 2024.

Sealed bids will be received by the Petersburg Indian Association, Post Office Box 1410, Petersburg, Alaska 99833, located upstairs in the Elizabeth Peratrovich Building, 15 North 12th Street, Petersburg, Alaska, (Telephone 907-772-3636) until 2:00 p.m. prevailing time on Friday, August 25, 2023, at which time the bids will be publicly opened and read aloud in the Conference Room.

The Contract Documents may be obtained from the Petersburg Indian Association Office at 15 North 12th Street, Petersburg, Alaska (Telephone 907-772-3636), Petersburg, Alaska 99833, or viewed online at piatribal.org. A non-refundable fee of \$30.00 made payable to the PETERSBURG INDIAN ASSOCIATION is required for each set of contract documents. Additional charges will be required for special handling or delivery of the documents by means other than first-class mail. The Contract Documents may also be downloaded free of charge on the PETERSBURG INDIAN ASSOCIATION website (piatribal.org). All changes or addenda will be listed on the website. The Offeror's responsible for ensuring that they have received all Addenda affecting this Solicitation.

The City of Petersburg Standard Specifications (CPSS) that will be used in this contract are available for an additional fee of \$60.00 made payable to the Petersburg Borough or available for free on the Borough's website www.petersburgak.gov. Additional charges will be required for special handling or delivery of the documents by means other than first-class mail. The City of Petersburg Standard Specifications documents may also be obtained at the Petersburg Borough Public Works office.

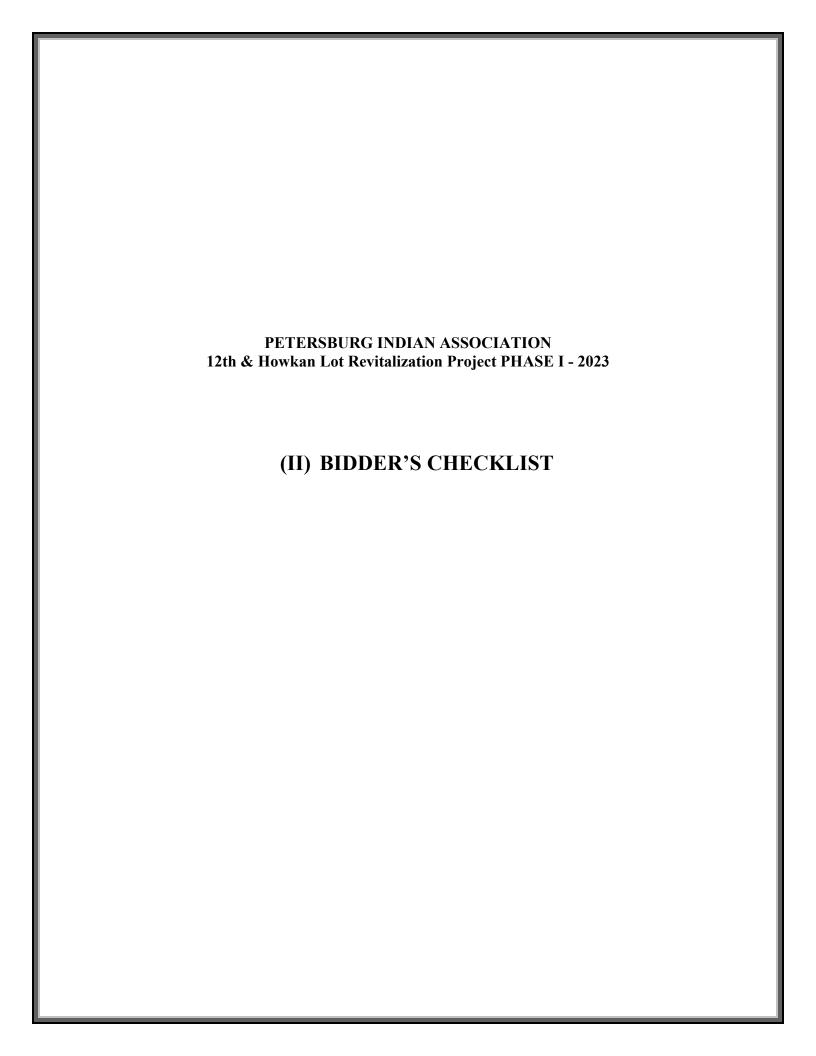
Prospective bidders are encouraged to attend a Pre-Bid Conference that will be held in Petersburg at Peratrovich Building, 15 North 12th Street, Petersburg, Alaska on August 18, 2023. Attendance by teleconference will be available by calling 1-800-315-6338. Technical questions regarding this project may be directed to the Tribal Transportation Director, Susan Harai, (907) 772-3636. She is located at the Petersburg Indian Association Office, located at 15 North 12th Street, Petersburg, Alaska.

Each bid shall be accompanied by a bid bond, cashier's check, or certified check made payable to the PETERSBURG INDIAN ASSOCIATION in the amount of five percent of the total bid price.

The PETERSBURG INDIAN ASSOCIATION reserves the right to reject any or all bids, to waive any informality in a bid, and to make an award to the lowest responsive, responsible bidder as it may best serve the interest of the Petersburg Indian Association.

Authorized by: Chad Wright, Tribal Administrator

PUBLISHED: Petersburg Pilot; 7/27, 8/3, 8/10, 8/17, 8/24/2023



BIDDER'S CHECKLIST

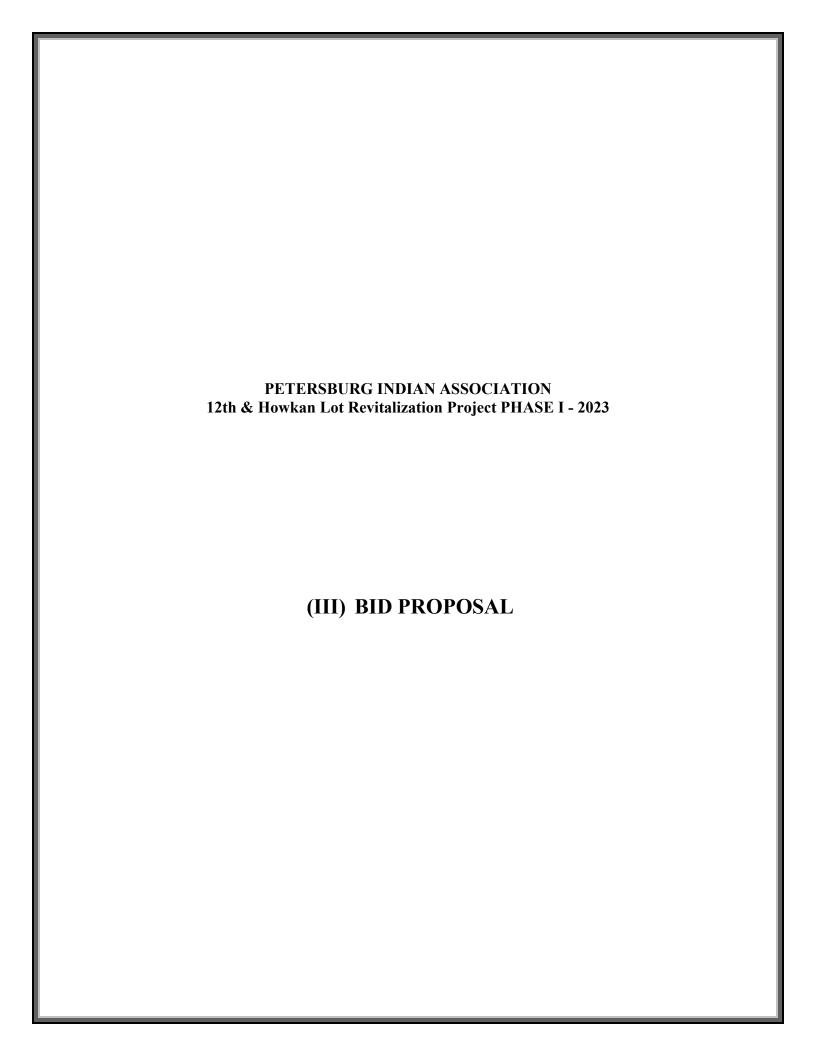
INSTRUCTIONS TO BIDDER

I. GENERAL:

Bidders are advised that notwithstanding any instructions or interferences elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid non-responsive. Bidder ranking will be on the lowest responsive Base Bid Proposal.

II. REQUIRED DOCUMENTS FOR BID:

NOTE:	The following listed items are required to be completely filled out, signed, and submitted with the bid.
	Bid proposal consisting of pages BP-1 through BP-2. BP-2 must be manually signed.
	Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
	Bid Bond, certified check, cashier's check, money order, or cash shall be submitted with the bid in the amount indicated.
	Non-Collusion Affidavit
	All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid.



PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023

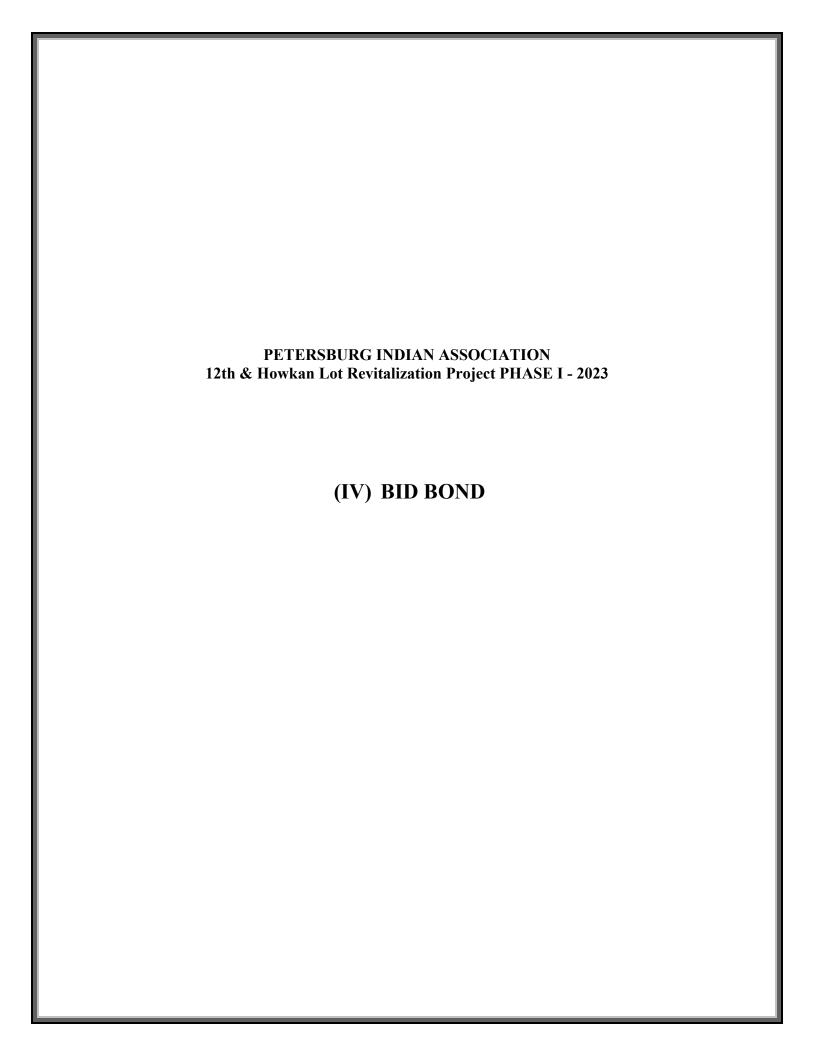
BASE BID PROPOSAL

Item No.	Pay Item Description	Pay	Approx.	Unit Price	Amount
Tem No.	1 ay 1tem Description	Unit	Quantity	Dollars	Dollars
1510.1	Mobilization	LS	All Req'd	Lump Sum	
2004.1	Clearing and Grubbing	LS	All Req'd	Lump Sum	
2010.1	Excavation	LS	All Req'd	Lump Sum	
2021.1	Embankment 12" minus shot rock	LS	All Req'd	Lump Sum	
2022.1	Crushed Gravel Topping	LS	All Req'd	Lump Sum	
5505.1	Catch Basin	LS	All Req'd	Lump Sum	
7021.1	Rock Wall	LS	All Req'd	Lump Sum	
7030.1	Erosion & Sediment Control	LS	All Req'd	Lump Sum	
7530.1	Final Project Clean up	LS	All Req'd	Lump Sum	

TOTAL BID AMOUNT (In Figures):
\$
TOTAL BID AMOUNT (In Words):
BIDDER NAME:

BID PROPOSAL (CERTIFICATION)

TO:	PETERSBURG INDIAN ASSO	CIATION	, 2023
	15 N 12 STREET POST OFFICE BOX 1410 PETERSBURG, ALASKA 9983	3	
SUBJECT:	Project Title: PETERSBURG IN Project PHASE I - 2023	NDIAN ASSOCIATION12th &	t Howkan Lot Revitalization
bidder hereby above-referer	nd in compliance with the subject In proposes to furnish all labor and maked project in strict accordance with ges BP-1 through BP-2 submitted he	naterials and to perform all work the bid documents at the price	k for the construction of the
	grees, if awarded the contract, to ne bid documents.	commence and complete the	work within the time
The bidder ac	knowledges receipt of the following	g addenda:	
Addenda No.	Da	te of	
Addenda No.	Dat	te of	
Addenda No.	Dat	te of	
Addenda No.	Dat	te of	
Enclosed is a	Rid Bond in the amount of		
Type of Rusi	Bid Bond in the amount of	(Dollar Amount or Percentage	of Bid)
The bidder, b	y checking the applicable box, represent the state ofofft organization, or () a joint ventu	esents that it operates as () a, () an individual are. If a partnership or joint ver	corporation incorporated under a, () a partnership, nture, identify all parties on a
Bidder/Com	pany Name	Alaska Contractor's Li Number:	
Address of l	Bidder	Employer's Tax Identi Number:	
•		 Signature	
Phone:		·Nam	ne/Title



PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023

KNOW ALL MEN BY	Y THESE PRESENTS, that we, the	undersigned
	as Principal and	
INDIAN ASSOCIATION	as Surety, are he ON, as Owner in the penal sum of	eld and firmly bound unto the PETERSBURG
	d truly to be made, we hereby join ors, successors and assigns.	Dollars, for payment atly and severally bind ourselves, our heirs,
Signed this	day of	, 20
The condition of the al	pove obligation is such that whereas	s the Principal has submitted to the

PETERSBURG INDIAN ASSOCIATION
12th & Howkan Lot Revitalization Project PHASE I - 2023

PETERSBURG INDIAN ASSOCIATION, a certain Bid, attached hereto and hereby made a part

NOW, THEREFORE

a.) If said Bid shall be rejected or in the alternate,

hereof to enter into a contract in writing, for:

b.) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of a said contract, and a bond for the payment of all persons performing labor, furnishing materials or furnishing equipment in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it is expressly understood and agreed that the liability of the Surety of any and all claims thereunder shall in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

	· Principal	
	1	
	·	
	BY:	
	Surety	
	2012004	
	•	
	BY:	
(SEAL)		
•	·	
Principal		Surety

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these

presents to be signed by their proper officers, and day and year first

PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023
(V) NON-COLLUSION AFFIDAVIT
(V) NON-COLLEGION APPIDAVII

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)	
STATE OF ALASKA) ss.)	
I,	of	
	, b	eing duly sworn, so depose and state:
That I, or the firm, association, or coawarded, by the Council of the PET certain construction project designate	TERSBURG INDIAN ASSOC	mber, a bidder on the contract to be HATION for the construction of the
12th & Howkar	1 Lot Revitalization Project	PHASE I - 2023
	Located in Petersburg, Alaska	a
		red into any agreement, participate in mpetitive bidding in connection with
(Bidder)	_	
Subscribed and sworn to this		
	Notary Public	
	My Commission	Expires:

PETERSBURG INDIAN ASSOCIATION	
12th & Howkan Lot Revitalization Project PHASE I - 2023	
(VI) OWNER-CONTRACTOR AGREEMENT	

PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023

OWNER-CONTRACTOR AGREEMENT

AGREEMENT made as of the	day ofin the year of 20
BETWEEN the Owner:	PETERSBURG INDIAN ASSOCIATION P.O. Box 1410 Petersburg, Alaska 99833
and the Contractor:	
The Project:	PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023
Owner's Representative:	Chad Wright, Tribal Administrator PETERSBURG INDIAN ASSOCIATION
The Owner and the Contractor agree	e as set forth below:
Article 1 The Contract Documents	
The Contract Documents constitute Contract Documents consist of the	the entire agreement between the Owner and the Contractor. To following:
	RSBURG INDIAN ASSOCIATION ot Revitalization Project PHASE I ~ 2023. Project
Owner-Contractor Agreem	ent
2. City of Petersburg Standard	Specifications (CPSS), 2012, all-inclusive
3. CPSS Special Provisions	
4. Supplemental Technical Sp	ecifications
5. 12 th & Howkan Lot Revital	ization Project Phase 1, Project Manual all inclusive
6. 12th & Howkan Lot Revita	lization Project Phase 1, Design Drawings
7. Army Corp Permit POA-20	21-00144
8. Addenda numbers	to, inclusive
9. Change orders which may	be issued after the effective date of this agreement

- 10. Bid Proposal
- 11. Bid Bond
- 12. Performance and Payment Bonds
- 13. State of Alaska Laborer's and Mechanics Minimum Rates of Pay, latest edition at bid
- 14. Notice of Award
- 15. Notice to Proceed

These form the Contract, and all are as full a part of the Contract as if attached to this Agreement or repeated herein.

Article 2 The Work

The Contractor shall perform all Work required by the Contract Documents for furnishing all labor, materials, equipment, tools, transportation, and supplies necessary. All Work shall be in accordance with the project plans and specifications.

Article 3 Times of Commencement and Completion

The Work to be performed under this Contract shall be commenced within ten (10) days following receipt of a written Notice to Proceed.

Substantial completion for all Work shall be achieved no later than August 30, 2024. Final Contract Completion shall be achieved no later than September 15, 2024.

the Contractor and his Sureties shall be liable for and shall pay the Owner the sum of two hundred dollars (\$200) per calendar day of delay beyond the substantial and final completion dates stipulated above.

Article 4 Contract Sum

The Owner shall pay the Contractor in U.S. funds for the performance of the Work, subject to additions and deductions by change order as provided in the Contract Documents, the contract sum

of_____(\$_____)

The contract sum is determined as the total amount bid as shown on the bid proposal attached hereto.

Article 5 Payments

Payments shall be made in accordance with Division 10, Section 10.07 of CPSS.

Article 6 <u>Miscellaneous Provisions</u>

Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

OWNER:	PETERSBURG INDIAN ASSOCIATION P. O. Box 1410 Petersburg, Alaska 99833
igned:	
itle:	
Oate:	
Takamula A alim annila dann anki	
lotary's Acknowledgment:	Notary Public - State of Alaska
EAL	My Commission Expires:
CONTRACTOR:	
igned:	
itle:	
Oate:	
	Notary Public - State of Alaska My Commission Expires:
Jotary's Acknowledgment:	
EAL	

PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023	
(VII) CONTRACT PERFORMANCE AND PAYMENT BONDS	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we		, a
_	(Name of contractor	
	(Corporation, Partnership, Individual)	hereinafter called "Principal" and
	of	, State of
(Surety) Unto	hereinafter calle	ed the "Surety" are held and firmly bound
		(Owner)
hereinafter o	called "Owner", in the penal sum of	
		rs (\$
	oney of the United States, for the payment of which ur heirs, executors, administrators, and successors,	

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

PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023

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

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

PROVIDED, FURTHER, that no final settler right of any beneficiary thereunder, whose cla		een the Owner and the principal shall abridge the e unsatisfied.
IN WITNESS WHEREOF, this instrument is be deemed an original, this the	executed day	in five (5) counterparts, each one of which shall of, 20
ATTEST:		
·	(Princip	al)
	BY:_	
(Principal's) Corporate Secretary		
(Affix CORPORATE SEAL if applicable)		
		(Address - Zip Code)
Witness as to Principal	_	
Address - Zip Code		
	•	(Suraty)
ATTEST:	BY:	(Surety) Attorney -in- fact
		Attorney -in- fact
(5,,1,) 5,,1,		
(Surety) Secretary		
		Address - Zip Code
(Affix SURETY'S SEAL)		
Witness as to Surety		
Address - Zip Code		

Note: if the principal is a partnership, <u>all</u> partners must execute a bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we		, a
(Name	of contractor)	
		hereinafter called "Principal" and
(Corporation, Parts	nership, Individual)	•
	of	, State of
(Surety)		
unto <u>Petersburg Indian Asso</u>	hereinafter called "Owner	ed the "Surety " are held and firmly bound r", in the penal
sum of		dollars
	oind ourselves, our heirs, execut	States, for the payment of which sum well tors, administrators, and successors, jointly
THE CONDITION OF TH	IS ODI ICATION is such that Y	Whomas the Dringing has aris about to enter

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

PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023

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

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

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary thereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____day of ______, 20____. ATTEST: (Principal) BY: _____ (Principal's) Corporate Secretary (Affix CORPORATE SEAL if applicable) (Address - Zip Code) Witness as to Principal Address - Zip Code BY: _____Attorney -in- fact ATTEST: (Surety) Secretary Address - Zip Code (Affix SURETY'S SEAL) Witness as to Surety Address - Zip Code

Note: if the principal is a partnership, <u>all</u> partners must execute the bond

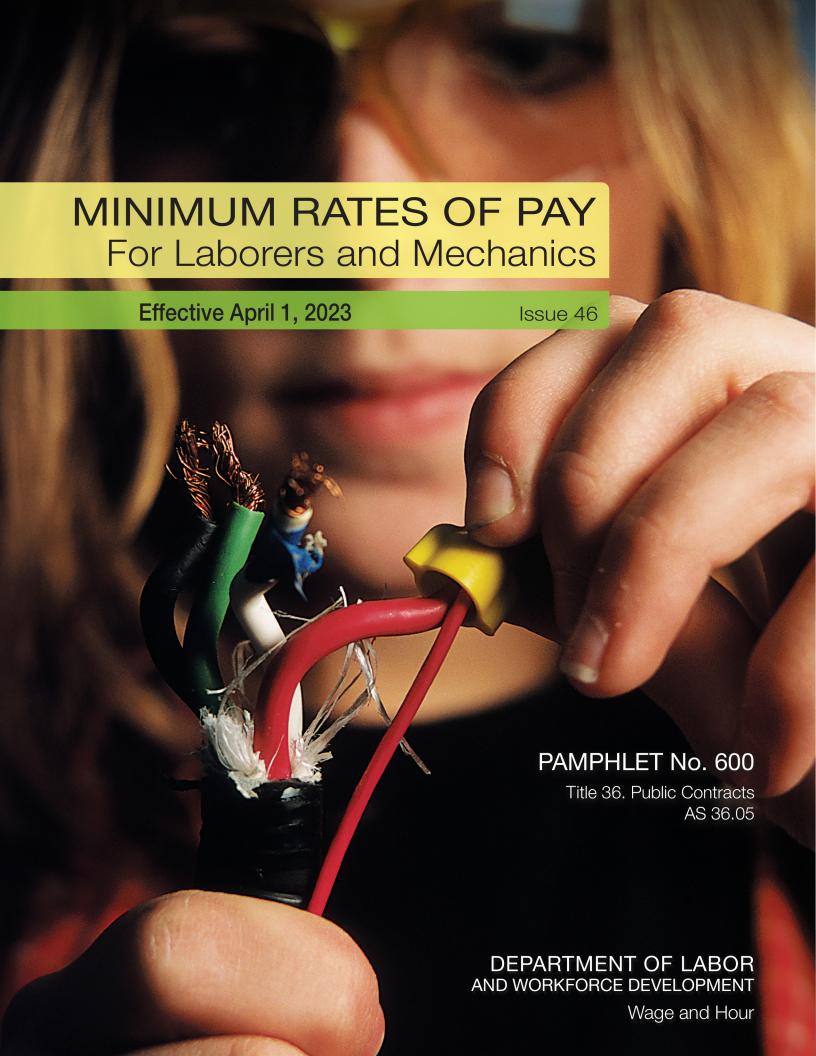
PETERSBURG INDIAN ASSOCIATION 12th & Howkan Lot Revitalization Project PHASE I - 2023				
(VIII) MINIMUM RATES OF PAY				

MINIMUM RATES OF PAY

- I. General: The Contractor shall be responsible to pay all workers the state rates listed herein.
- II. State: State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and A.S. 36.05.00, Wage and Hour Administration, Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this Contract by reference. The Contractor is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations prior to bid.
- III. Required Reporting During Contract (to be reported by every Contractor and Subcontractor):
- A. Before each Friday, each Contractor and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous week. If there was no activity for that week, indicate "No Activity." Indicate "Start" on your first payroll and "Final" on your last payroll for this project. Send to:

Labor Standard & Safety, DOLWD P.O. Box 111149 1111 8th Street, Rm 302 Juneau, Alaska 99811-1149 (907) 465-4842 PETERSBURG INDIAN ASSOCIATION Tribal Administrator P.O. Box 1410 Petersburg, Alaska 99833 (907) 772-3636

- B. Within 10 days of the Notice of Award/Notice to Proceed make a list of all Subcontractors. Include their names, address, phone numbers, estimated subcontract amount, and estimated start and finish dates. Send the list to both addresses above.
- C. As part of the final payment request package, provide the following:
- 1. A completed Compliance Certificate and Release form from every Contractor and Subcontractor.
- 2. A final Subcontractor list complete with final subcontract amounts and including all equipment rentals (with operators.)







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

April 1, 2023

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 April 1, 2023.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2023, 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,

Catherine Muñoz Acting Commissioner

To the wine Muinz

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under <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 <u>AS 36.05.070.</u>
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under 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

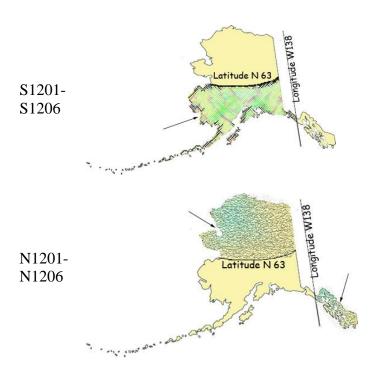
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter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

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

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

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

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other I	Benefits	THR
<mark>Boilern</mark>	nakers						
* (See per diem note on last page						
A0101	Boilermaker (journeyman)	48.15 8.57	18.40	2.15	VAC 4.25	SAF 0.34	81.86
Brickla	yers & Blocklayers						
* (See per diem note on last page						
A0201	Blocklayer	42.01 9.00	10.20	0.62	L&M 0.20		62.03
	Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter						
A 0.2.02 '	Tuck Pointer Caulker	42.01 9.00	10.20	0.62	L&M 0.20		62.03
	Cleaner (PCC)				L&M		
A0203	Marble & Tile Finisher	35.84 9.00	10.20	0.62	0.20		55.86
	Terrazzo Finisher Torginal Applicator	35.84 9.00	10.20	0.62	L&M 0.20		55.86
Carnen	ters, Region I (North of 63 latitude)						
_	See per diem note on last page						
N0301	Carpenter (journeyman)	43.34 10.35	15.82	1.75	L&M 0.20	SAF 0.20	71.66
	Lather/Drywall/Acoustical						
-	See per diem note on last page						
S0301	Carpenter (journeyman)	43.34 10.35	16.36	1.75	L&M 0.20	SAF 0.20	72.20
	Lather/Drywall/Acoustical						
	t Masons See per diem note on last page						

Class Code	Classification of Laborers & Mechanics	BHR H	&W PE	N TRN	Other Bend	efits THR
Cemer	nt Masons					
*	See per diem note on last page					
					L&M	
A0401	Group I, including:	44.43 8	.80 11.3	30 1.53	0.10	66.66
	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:	44.43 8	.80 11.3	30 1.53	0.10	66.66
	Form Setter					
	1 of the Sector				L&M	
A0403	Group III, including:	44.43 8	.80 11.3	30 1.53		66.66
	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)					
	Trowering machine operator (an concrete surfaces)				L&M	
A 0404	Group IV, including:	44.43 8	80 11 3	80 1 53	0.10	66.66

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

Class Code	Classification of Laborers & Mechanics	BHR H&V	V PEN	TRN	Other Benefits	THR
<mark>Ceme</mark> i	nt Masons					
;	*See per diem note on last page					
					L&M	
A0404	Group IV, including:	44.43 8.80	11.80	1.53	0.10	66.66
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile					
	Tunnel Worker					
A0405	Group V, including:	44.43 8.80	11.80	1.53	L&M 0.10	66.66
	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	ary Workers					
					LEG	
A0501	Baker/Cook	29.95 7.53	8.68			46.16
					LEG	
A0503	General Helper	25.82 7.53	8.68			42.03
	Housekeeper					
	Janitor					
	Kitchen Helper					
	Titolion Tiespol				LEG	
A0504	Head Cook	29.95 7.53	8.68			46.16
					LEG	
A0505	Head Housekeeper	26.20 7.53	8.68			42.41
	Head Kitchen Help					
	•					
Dredg						
	*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

74.21

0.05

L&M

0.10

46.91 11.40 14.75 1.00

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other l	Benefits	THR
Dredg						
*	See per diem note on last page					
<u>A0601</u>	Assistant Engineer	46.91 11.40 14.75	1.00	L&M 0.10	0.05	74.21
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder					
<u>A0602</u>	Assistant Mate (deckhand)	45.65 11.40 14.75	1.00	L&M 0.10	0.05	72.95
A0603	Fireman	46.13 11.40 14.75	1.00	L&M 0.10	0.05	73.43
A0605	Leverman Clamshell	49.64 11.40 14.75	1.00	L&M 0.10	0.05	76.94
<u>A0606</u>	Leverman Hydraulic	47.74 11.40 14.75	1.00	L&M 0.10	0.05	75.04
<u>A0607</u>	Mate & Boatman	46.91 11.40 14.75	1.00	L&M 0.10	0.05	74.21
A0608	Oiler (dredge)	46.13 11.40 14.75	1.00	L&M 0.10	0.05	73.43
Electri	icians *See per diem note on last page					
	Inside Cable Splicer	44.44 14.40 14.22	0.95	L&M 0.25	LEG 0.15	74.41
<u>A0702</u>	Inside Journeyman Wireman, including:	44.44 14.40 14.22	0.95	L&M 0.25	LEG 0.15	74.41
	Technicians (including use of drones in electrical construction)					
<u>A0703</u>	Power Cable Splicer	65.19 14.40 19.15	0.95	L&M 0.25		100.09
<u>A0704</u>	Tele Com Cable Splicer	52.53 14.40 17.98	0.95	L&M 0.25	LEG 0.15	86.26
<u>A0705</u>	Power Journeyman Lineman, including:	63.44 14.40 19.09	0.95	L&M 0.25	LEG 0.15	98.28
	Power Equipment Operator Technician (including use of drones in electrical construction)					
<u>A0706</u>	Tele Com Journeyman Lineman, including:	50.78 14.40 17.92	0.95	L&M 0.25	LEG 0.15	84.45

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
Electri	Scians See per diem note on last page					
A0707	Straight Line Installer - Repairman	50.78 14.40 17.92	2 0.95	L&M 0.25		84.45
<u>A0708</u>	Powderman	61.44 14.40 19.03	0.95	L&M 0.25		96.22
<u>A0710</u>	Material Handler	28.07 14.02 5.84	0.15	L&M 0.15	LEG 0.15	48.38
A0712	Tree Trimmer Groundman	31.78 14.40 14.30	0.15	L&M 0.15	LEG 0.15	60.93
A0713	Journeyman Tree Trimmer	40.71 14.40 14.57	0.15	L&M 0.15	LEG 0.15	70.13
A0714	Vegetation Control Sprayer	44.26 14.40 14.68	3 0.15	L&M 0.15	LEG 0.15	73.79
<u>A0715</u>	Inside Journeyman Communications CO/PBX	44.44 14.40 14.22	2 0.95	L&M 0.25	LEG 0.15	74.41
	or Workers See per diem note on last page					
	see per diem note on last page			L&M	VAC	
A0802	Elevator Constructor	46.08 16.07 20.56	0.70	1.00		89.52
A0803	Elevator Constructor Mechanic	65.83 16.07 20.56	6 0.70	L&M 1.00	VAC 7.30	111.46
	& Frost Insulators/Asbestos Workers					
-	See per diem note on last page			TAE	T 3.41	
A0902	Asbestos Abatement-Mechanical Systems	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
A0903	Asbestos Abatement/General Demolition All Systems	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
A0904	Insulator, Group II	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
<u>A0905</u>	Fire Stop	41.35 9.24 11.12	2 1.50	IAF 0.14	LML 0.05	63.40
	orkers					
>	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

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other I	Benefits	THR
<mark>IronW</mark>	orkers						
*	See per diem note on last page						
<u>A1101</u>	Ironworkers, including:	41.49 9.91	24.95	0.77	L&M 0.20	IAF 0.24	77.56
	Bender Operators						
	Bridge & Structural						
	Hangar Doors						
	Hollow Metal Doors						
	Industrial Doors						
	Machinery Mover						
	Ornamental						
	Reinforcing						
	Rigger						
	Sheeter						
	Signalman						
	Stage Rigger						
	Toxic Haz-Mat Work						
	Welder						
A1102	Helicopter	42.49 9.91	24 95	0.77	L&M 0.20	IAF 0.24	78.56
711102	•	12.19 9.91	2 1.75	0.77	0.20	0.21	70.50
	Helicopter (used for rigging and setting)						
	Tower (energy producing windmill type towers to include nacelle and blades)						
A1103	Fence/Barrier Installer	37.99 9.91	24.95	0.77	L&M 0.20	IAF 0.24	74.06
					T 0 3 4		
A 1104	Guard Rail Layout Man	38.73 9.91	24 95	0.77	L&M 0.20	IAF 0.24	74.80
AIIUT	Guard Rail Layout Mail	30.73 7.71	27.73	0.77	0.20	0.24	74.00
		•	• • • •		L&M		
A1105	Guard Rail Installer	38.99 9.91	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					
N1201	Cuova I in alvedia ac	26.00. 0.55	21 16	1 65	L&M	LEG	68.86
NIZUI	Group I, including:	36.00 9.55	21.10	1.03	0.30	0.20	00.00
	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						

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:

36.00 9.55 21.16 1.65 0.30 0.20 68.86

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

Burning & Cutting Torch

Watchman (construction projects)

Window Cleaner

L&M LEG

37.00 9.55 21.16 1.65 0.30 0.20 69.86

N1202 Group II, including:

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:

37.00 9.55 21.16 1.65 0.30 0.20 69.86

Environmental Laborer (asbestos, marine work)

Floor Preparation, Core Drilling

Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Gunite Operator

Hod Carrier

Jackhammer/Chipping Gun or Pavement Breaker

Laser Instrument Operator

Laying of Mortarless Decorative Block (retaining walls, flowered

decorative block over 4 feet - highway or landscape work)

Mason Tender & Mud Mixer (sewer work)

Pilot Car

Pipelayer Helper

Plasterer, Bricklayer & Cement Finisher Tender

Powderman Helper

Power Saw Operator

Railroad Switch Layout Laborer

Sandblaster

Scaffold Building & Erecting

Sewer Caulker

Sewer Plant Maintenance Man

Thermal Plastic Applicator

Timber Faller, Chainsaw Operator, Filer

Timberman

L&M LEG

0.20

70.76

0.30

37.90 9.55 21.16 1.65

41.78 9.55 21.16 1.65 0.30

N1203 Group III, including: Bit Grinder

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

74.64

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

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 41.78 9.55 21.16 1.65 0.30 0.20 74.64

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 25.57 9.55 21.16 1.65 0.30 0.20 58.43

Final Building Cleanup

Permanent Yard Worker

L&M LEG

N1206 Group IIIB 47.36 5.50 21.16 1.65 0.30 0.20 76.17

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

68.86

S1201 Group I, including: 36.00 9.55 21.16 1.65 0.30 0.20

Asphalt Worker (shovelman, plant crew)

Brush Cutter

Camp Maintenance Laborer

Carpenter Tender or Helper

Choke Setter, Hook Tender, Rigger, Signalman

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

screeding)

Crusher Plant Laborer

Demolition Laborer

Ditch Digger

Dumpman

Environmental Laborer (hazard/toxic waste, oil spill)

Fence Installer

Fire Watch Laborer

Flagman

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:

36.00 9.55 21.16 1.65 0.30 0.20 68.86

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

69.86

S1202 Group II, including: 37.00 9.55 21.16 1.65 0.30 0.20

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

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:

37.00 9.55 21.16 1.65 0.30 0.20 69.86

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:

37.90 9.55 21.16 1.65 0.30 0.20 70.76

Bit Grinder

Camera/Tool/Video Operator

Guardrail Machine Operator

High Rigger & Tree Topper

High Scaler

Multiplate

Plastic Welding

Slurry Seal Squeegee Man

Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

L&M LEG

S1204 Group IIIA

41.78 9.55 21.16 1.65 0.30 0.20 74.64

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)

Class							
Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other 1	Benefits	THR
<mark>Labor</mark>	ers (The area that is south of N63 latitude and west of W138 long	gitude)					
,	See per diem note on last page						
S1204	Group IIIA	41.78 9.55	21.16	1.65	L&M 0.30	LEG 0.20	74.64
	Traffic Control Supervisor, DOT Qualified						
S1205	Group IV	25.57 9.55	21.16	1.65	L&M 0.30	LEG 0.20	58.43
	Final Building Cleanup Permanent Yard Worker						
<u>S1206</u>	Group IIIB	47.36 5.50	21.16	1.65	L&M 0.30	LEG 0.20	76.17
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)						
	Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper						
Millw	- -						
,	*See per diem note on last page						
A1251	Millwright (journeyman)	46.48 10.35	12.87	1.10	L&M 0.40	0.05	71.25
<u>A1252</u>	Millwright Welder	47.48 10.35	12.87	1.10	L&M 0.40	0.05	72.25
	rs, Region I (North of N63 latitude) *See per diem note on last page						
N1301	Group I, including:	36.08 9.27	15.10	1.08	L&M 0.07		61.60
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll						
N1302	Group II, including:	36.60 9.27	15.10	1.08	L&M 0.07		62.12
	Bridge Painter Epoxy Applicator General Drywall Finisher Hand/Spray Texturing Industrial Coatings Specialist						

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR
Painte	ers, 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:	42.74 9.27 18.21 1.05 0.05 71.32
	Glazier	
	Storefront/Automatic Door Mechanic	
N1305	Group V, including:	39.86 9.27 5.00 1.10 0.10 55.33
	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	
Painte	ers, Region II (South of N63 latitude)	
;	*See per diem note on last page	
		L&M
S1301	Group I, including:	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	
<u>S1302</u>	Group II, including:	L&M 34.47 9.27 15.95 1.08 0.07 60.84
	General Drywall Finisher	
	Hand/Spray Texturing	
	Machine/Automatic Taping	

Wallpaper/Vinyl Hanger

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Bene	fits THR
	ers, Region II (South of N63 latitude)		
	*See per diem note on last page		
<u>S1303</u>	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		
		L&M	
<u>S1304</u>	Group IV, including:	42.95 9.27 17.25 1.08 0.07	70.62
	Glazier		
	Storefront/Automatic Door Mechanic		
		L&M	
S1305	Group V, including:	39.86 9.27 5.00 1.10 0.10	55.33
	Carpet Installer		
	Floor Coverer		
	Heat Weld/Cove Base		
	Linoleum/Soft Tile Installer		
<u>S1306</u>	Group VI, including:	50.44 10.23 5.00 1.10 0.10	66.87
	Traffic Control Striper		
<mark>Piledr</mark>	ivers		
3	*See per diem note on last page		
		L&M IA	F
A1401	Piledriver	43.34 10.35 15.82 1.75 0.20 0.2	
	Assistant Dive Tender		
	Carpenter/Piledriver		
	Rigger		
	Sheet Stabber		
	Skiff Operator		
	Skiii Operator	L&M IA	F
A1402	Piledriver-Welder/Toxic Worker	44.34 10.35 15.82 1.75 0.20 0.2	
A 1403	Remotely Operated Vehicle Pilot/Technician	L&M IA 47.65 10.35 15.82 1.75 0.20 0.2	
111703	• •	77.00 10.00 10.02 1.70 0.20 0.2	20 13.71
	Single Atmosphere Suit, Bell or Submersible Pilot		
11101	D'- (- 1') **0	L&M IA	
A1404	Diver (working) **See note on last page	87.45 10.35 15.82 1.75 0.20 0.2	20 115.77

Class						
Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other E	Benefits	THR
Piledri						
7	See per diem note on last page					
<u>A1405</u>	Diver (standby) **See note on last page	47.65 10.35 15.82	1.75	L&M 0.20	IAF 0.20	75.97
A1406	Dive Tender **See note on last page	46.65 10.35 15.82	1.75	L&M 0.20	IAF 0.20	74.97
A1407	Welder (American Welding Society, Certified Welding Inspector)	48.90 10.35 15.82	1.75	L&M 0.20	IAF 0.20	77.22
	ers, Region I (North of N63 latitude) See per diem note on last page					
	see per diem note on last page					
N1501	Journeyman Pipefitter	46.06 11.75 17.45	1.50	L&M 0.75	S&L	77.51
	Plumber Welder					
Plumb	ers, Region II (South of N63 latitude)					
k	See per diem note on last page					
S1501	Journeyman Pipefitter	41.00 11.88 15.27	1.55	L&M 0.20		69.90
	Plumber Welder					
Plumb	ers, Region IIA (1st Judicial District)					
	See per diem note on last page					
X1501	Journeyman Pipefitter	41.50 13.67 11.75	2.70	L&M 0.24		69.86
	Plumber					
	Welder					
	Equipment Operators See per diem note on last page					
A1601	Group I, including:	47.74 11.40 14.75	1.00	L&M 0.10	0.05	75.04
111001	Asphalt Roller: Breakdown, Intermediate, and Finish Back Filler	11.10	2.00	2.10	2.00	, 5.01

Barrier Machine (Zipper)

Beltcrete with Power Pack & similar conveyors

Bending Machine Boat Coxswain

Bulldozer

Cableways, Highlines & Cablecars

Power Equipment Operators

*See per diem note on last page

L&M

A1601 Group I, including:

47.74 11.40 14.75 1.00 0.10 0.05 75.04

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:

47.74 11.40 14.75 1.00 0.10 0.05 75.04

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:

49.64 11.40 14.75 1.00 0.10 0.05 76.94

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:

46.91 11.40 14.75 1.00 0.10 0.05 74.21

Boiler - Fireman

Cement Hogs & Concrete Pump Operator

Conveyors (except those listed in Group I)

Hoists on Steel Erection, Towermobiles & Air Tuggers

Horizontal/Directional Drill Locator

Locomotives, Rod & Geared Engines

Mixers

Screening, Washing Plant

Class
Code

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:

46.91 11.40 14.75 1.00 0.10 0.05 74.21

Sideboom (cradling rock drill, regardless of size)

Skidder

Trenching Machines (under 16 inches)

Water/Waste Water Treatment Operator

L&M

A1604 Group III, including:

46.13 11.40 14.75 1.00 0.10 0.05 73.43

"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:

39.42 11.40 14.75 1.00 0.10 0.05 66.72

Crane Assistant Engineer/Rig Oiler

Drill Helper

Parts & Equipment Coordinator

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
Power	Equipment Operators					
*	See per diem note on last page					
A 1605	Group IV, including:	39.42 11.40 14.75	1.00	L&M 0.10	0.05	66.72
A1003	Group IV, including.	35.42 11.40 14.73	1.00	0.10	0.03	00.72
	Spotter					
	Steam Cleaner					
	Swamper (on trenching machines or shovel type equipment)					
Roofer	·s					
*	See per diem note on last page					
				L&M		
A1701	Roofer & Waterproofer	47.62 13.75 3.91	0.81	0.10	0.06	66.25
				L&M		
A1702	Roofer Material Handler	34.23 13.75 3.91	0.81	0.10	0.06	52.86

N1801 Sheet Metal Journeyman 50.83 12.25 14.86 1.80 0.12 79.86

Air Balancing and duct cleaning of HVAC systems

Brazing, soldering or welding of metals

*See per diem note on last page

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

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

L&M

Class	
Code	Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

~					
Sheet Metal	Workers	Region II	(South	of N63	latitude
Silect Mictai	VV OI IXCI 39	IXCZIUII II	(Douth	01 1 103	iautuuc)

*See per diem note on last page

L&M 45.35 12.23 14.70 1.83 0.43

74.54

S1801 Sheet Metal Journeyman

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

A1901 Sprinkler Fitter	54.01 10.55 18.25 0.52	L&M 0.25	83.58
Surveyors			
*See per diem note on last page			
		L&M	
A2001 Chief of Parties	54.50 12.48 13.64 1.20	0.10	81.92
		L&M	
A2002 Party Chief	50.69 12.48 13.64 1.20	0.10	78.11
		L&M	
A2003 Line & Grade Technician/Office Technician/GPS, Drones	47.94 12.48 13.64 1.20	0.10	75.36
		L&M	
A2004 Associate Party Chief (including Instrument Person & Head Chain	45.69 12.48 13.64 1.20		73.11
Person)/Stake Hop/Grademan			

Class Code	Classification of Laborers & Mechanics	BHR H	I&W	PEN	TRN	Other Benefits	THR
<mark>Surve</mark> y	yors						
*	See per diem note on last page						
A2006	Chain Person (for crews with more than 2 people)	41.09 1	2.48	13.64	1.20	L&M 0.10	68.51
	Drivers See per diem note on last page						
A2101	Group I, including:	46.84 1	2.48	13.64	1.20	L&M 0.10	74.26
	Air/Sea Traffic Controllers Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards	l					
	Fueler						
	Helicopter Transporter						
	Liquid Vac Truck/Super Vac Truck						
	Material Coordinator or Purchasing Agent						
	Oil Distributor Truck						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Medium Duty (Truck Tires up to 1200-24")						
	Water Wagon (250 Bbls and above)						
A2102	Group 1A including:	48.19 1	2.48	13.64	1.20	L&M 0.10	75.61

Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)

Jeeps (driver under load)

Lowboys, including tractor attached trailers & jeeps, up to & including

12 axles (over 12 axles or 150 tons to be negotiated)

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

L&M A2103 Group II, including: 45.51 12.48 13.64 1.20 0.10 72.93

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

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:

45.51 12.48 13.64 1.20 0.10

72.93

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

belly dump, & trucks with pups) over 20 yards up to & including 40 yards

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating over 5 tons)

Mechanics

Partsman

Ready-mix (up to & including 12 yards)

Stringing Truck

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

L&M

A2104 Group III, including:

44.64 12.48 13.64 1.20 0.10

72.06

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

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

belly dump, & trucks with pups) over 10 yards up to & including 20 yards

Expeditor (electrical & pipefitting materials)

Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame

manufactured rating 5 tons & under)

Greaser - Shop

Semi or Truck & Trailer

Thermal Plastic Layout Technician

Traffic Control Technician

Trucks/Jeeps (push or pull)

L&M

A2105 Group IV, including:

44.02 12.48 13.64 1.20 0.10

71.44

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

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: 44.02 12.48 13.64 1.20 0.10 71.44

Grease Truck

Hydro Seeder, Dual Axle

Hyster Operators (handling bulk aggregate)

Loadmaster (air & water operations)

Lumber Carrier

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

Rigger (air/water/oilfield)

Tireman, Light Duty

Track Truck Equipment

Truck Vacuum Sweeper

Warehouseperson

Water Truck (Below 250 Bbls)

Water Truck (straight)

Water Wagon, Semi

L&M

A2106 Group V, including: 43.22 12.48 13.64 1.20 0.10 70.64

Buffer Truck

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

Attachments (up to & including 5 tons)

Bus Operator (up to 30 passengers)

Farm Type Rubber Tired Tractor (when material handling or pulling

wagons on a construction project)

Flat Beds, Single Rear Axle

Foam Distributor Truck Single Axle

Fuel Handler (station/bulk attendant)

Gear/Supply Truck

Gravel Spreader Box Operator on Truck

Hydro Seeder, Single Axle

Pickups (pilot cars & all light-duty vehicles)

Rigger

Swamper

Tack Truck (welders/gear)

Team Drivers (horses, mules, & similar equipment)

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: 39.60 9.55 21.16 1.65 0.30 0.20 72.46

Brakeman

Mucker

Class	
Code	

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: 39.60 9.55 21.16 1.65 0.30 0.20 72.46

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

L&M

LEG

N2202 Group II, including: 40.70 9.55 21.16 1.65 0.30 0.20 73.56

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 N2203 Group III, including: 41.69 9.55 21.16 1.65 0.30 0.20 74.55

Miner

Retimberman

L&M LEG N2204 Group IIIA, including: 45.96 9.55 21.16 1.65 0.30 0.20 78.82

Asphalt Raker, Asphalt Belly Dump Lay Down

Drill Doctor (in the field)

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

hydraulic drills)

Pioneer Drilling & Drilling Off Tugger (all type drills)

Pipelayer

Powderman (Employee Possessor)

Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Traffic Control Supervisor, DOT Qualified

N2206 Group IIIB, including: 52.10 5.50 21.16 1.65 0.30 0.20 80.91

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

hydraulic drills)(over 5,000 hours)

Federal Powderman (Responsible Person in Charge)

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

GPS, drones)

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

Stake Hopper

Class
Code

Classification of Laborers & Mechanics

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: 39.60 9.55 21.16 1.65 0.30 0.20 72.46

Brakeman

Mucker

Nipper

Storm Water Pollution Protection Plan Worker (SWPPP Worker -

erosion and sediment control Laborer)

Topman & Bull Gang

Tunnel Track Laborer

L&M LEG

S2202 Group II, including: 40.70 9.55 21.16 1.65 0.30 0.20 73.56

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

LEG

LEG

L&M

L&M

S2203 Group III, including: 41.69 9.55 21.16 1.65 0.30 0.20 74.55

Miner

Retimberman

S2204 Group IIIA, including: 45.96 9.55 21.16 1.65 0.30 0.20 78.82

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

S2206 Group IIIB, including: 52.10 5.50 21.16 1.65 0.30 0.20 80.91

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)

L&M

0.10

0.05

78.04

50.74 11.40 14.75 1.00

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

*See per diem note on last page

		L&M	LEG	
S2206 Group IIIB, including:	52.10 5.50 21.16 1.65	0.30	0.20	80.91

Stake Hopper

A2210 Group III

State Tropper	
Tunnel Workers, Power Equipment Operators	
*See per diem note on last page	
	L&M
A2207 Group I	52.51 11.40 14.75 1.00 0.10 0.05 79.8
	т оли
	L&M
A2208 Group IA	54.60 11.40 14.75 1.00 0.10 0.05 81.9
	L&M
A2209 Group II	51.60 11.40 14.75 1.00 0.10 0.05 78.9

L&M A2211 Group IV 43.36 11.40 14.75 1.00 0.10 0.05 70.66

^{*} 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
Shipyaro *Se	d Workers ee total hourly(THR) note below	
A2300	Ship Building/Repair Boilermaker	50.35
A2305	Ship Building/Repair Carpenter	50.95
A2310	Ship Building/Repair Crane Operator	45.06
A2315	Ship Building/Repair Electrician	50.42
A2320	Ship Building/Repair Heat & Frost Insulator	84.58
A2325	Ship Building/Repair Laborer	50.95
A2330	Ship Building/Repair Mechanist	50.95
A2335	Ship Building/Repair Operating Engineer	45.06
A2340	Ship Building/Repair Painter	50.95
A2345	Ship Building/Repair Pipefitter	50.95
A2350	Ship Building/Repair Rigger	50.35
A2355	Ship Building/Repair Sheet Metal	50.35
A2360	Ship Building/Repair Shipwright	50.95
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.

PETERSBURG INDIAN ASSOCIATION 12 TH & Howkan Lot Revitalization Project PHASE 1 -2023
(IX) CPSS SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL INFORMATION

REFERENCE TO CITY OF PETERSBURG STANDARD SPECIFICATIONS (CPSS)

This Contract is subject to and hereby incorporates by reference the City of Petersburg Standard Specifications: Streets - Drainage - Utilities - Parks, dated 2012, hereafter referred to as CPSS. These Special Provisions amend the CPSS. Standard details (CPSD) contained in the CPSS are also to be considered a part of this contract. Details shown on the plans shall govern over any like standard details contained in the CPSS unless otherwise noted in the Special Provisions.

MODIFICATIONS AND/OR ADDITIONS TO THE CITY OF PETERSBURG STANDARD SPECIFICATIONS

The following provisions of CPSS are hereby amended:

DIVISION 10 - GENERAL PROVISIONS

SECTION 10.03 AWARD AND EXECUTION OF CONTRACT

Article 3.1 General

Add the following: NO Bid Preference for Residents is allowed in this contract. Petersburg Borough Municipal Code; Chapter 4.04 - Purchasing, Section 4.04.050 - Bid Preference for Residents does not apply to this contract.

Article 3.2 Receipt and Opening of Bids

Add the following to the end of the second paragraph:

Telegraphic modifications shall be received by Fax at Ph. (907) 772-3637.

Article 3.6 Execution of Contract

Replace the words "five (5)" with the words "ten (10)" in the first sentence

SECTION 10.04 SCOPE OF WORK

SECTION 10.05 CONTROL OF WORK

Article 5.22 Time for Completion of Work

Replace the first sentence in the first paragraph with the following:

The Contract Commencement and Completion Dates are stipulated in Article 3 of the Owner-Contractor Agreement.

Article 5.27 Liquidated Damages

Replace the words "the Special Provisions" with "Article 3 of the Owner-Contractor Agreement" at two locations in the first paragraph.

SECTION 10.07 MEASUREMENT AND PAYMENT

Article 7.1 Method of Measurement

Delete all paragraphs except the first paragraph.

SECTIONS 15-75

All articles titled; "MEASUREMENT" and "BASIS OF PAYMENT" shall be deleted in their entirety. Measurements and payments shall be made as described in the Supplemental Technical Specification SECTION 1015 MEASUREMENT AND PAYMENT. Applicable sections within the CPSS for which there is no direct reference within Section 1015, Measurement and Payment shall be considered incidental to other pay items.

END OF SECTION

		TERSBURG wkan Lot Rev			
(X)	SUPPLEM	ENTAL T	ECHNIC	AL SPEC	CIFICATIONS
REFERE	NCE TO THE CI	ITY OF PETER	RSBURG STA	ANDARD SPE	CCIFICATIONS (C
		nage - Utilities	- Parks, dated as work in conj	2012, hereafter unction with the	of Petersburg Standar referred to as CPSS. ne CPSS. These there is a conflict bet

12th & Howkan Lot Revitalization Project Phase I - 2023

INDEX TO SUPPLEMENTAL TECHNICAL SPECIFICATIONS

TECHNI	ICAL SPECIFICATIONS	No. of Pages
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1015	Measurement and Payment	3
1510	Mobilization	1
DIVISIO	ON 20 – SITEWORK	
2004	Clearing & Grubbing	1
2010	Excavation	1
2021	12" Minus pit Run Shot Rock	2
2022	Crushed Gravel Aggregate	1
DIVISIO	ON 55 – STORM DRAIN SYSTEMS	
5505	Catch Basin (Type A)	1
DIVISIO	ON 65 – CONSTRUCTION SURVEYS	
6503	Construction Surveying	2
DIVISIO	ON 70 – MISCELLANEOUS	
7021	Rock Wall	1
7030	Erosion & Sediment Control	1
1510	Mobilization	1
DIVISIO	ON 75 – LANDSCAPING IMPROVEMENTS	
7530	Final Cleanup Project Site	1

SECTION 1010 - SUMMARY OF WORK

PART 1 – GENERAL

1.1 GENERAL

A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles, labor, transportation and services, including fuel, power, water, and essential communications, and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. WORK generally consists of constructing approximately 0.61 acres of new parking lot. The project will include the removal of trees, excavation, and disposal of approximately 10,500 cubic yards of muskeg and placement of approximately 9,530 cubic yards of shotrock with approximately 500 cubic yards of gravel topping. Approximately 150 linear feet of rock retaining wall and 300 linear feet of perimeter rock will be constructed around the parking lot. A stormwater area drain will be installed to the existing storm drain system

1.3 SITE OF THE WORK

A. The site of the WORK is located in Petersburg, Alaska, at the southeast corner of the intersection of 12th Street and Howkan Street.

BEGINNING AND COMPLETION OF THE WORK

A. Time is the essence of the contract. All WORK shall be completed in accordance with the following schedule:

WORK DESCRIPTION

COMPLETION DATE

Substantial Completion for all Work

August 30, 2024

Final Completion for All WORK under the Contract Documents

September 15, 2024

1.5 CONTRACT METHOD

A. The WORK hereunder will be constructed under a unit-price contract

1.6 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR is not provided with a staging area.

END OF SECTION

SECTION 1015 – MEASUREMENT & PAYMENT

PART 1-GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of PERMITS and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- B. No separate payment will be made for any pay item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered incidental to other items of WORK under this contract:
 - 1. Re-vegetating areas disturbed during construction.
 - 2. Siltation and pollution control.
 - 3. Maintenance of all services throughout the Project area, including water, storm, garbage pickup, mail delivery, other deliveries, and emergency vehicles.
 - 4. Miscellaneous attachment hardware as required to install new equipment.
 - 5. Transport, shipping, and delivery of all materials to the project site, undamaged and in new condition.
 - 6. Minor grading of fill and leveling course materials as required to maintain positive surface drainage at all locations.
 - 7. Coordination with work being performed by others on the site

1.2 MOBILIZATION (Pay Item Nos. 1510.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Mobilization shall be based upon the completion of the entire WORK as a Lump Sum Pay unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization under the Bid shall be made at the amount shown on the Bid Schedule under Pay Item No. 1510.1, which payment shall constitute full compensation for all WORK described in Section 1505 Mobilization, as shown on the Plans and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:
 - 1. When 10% of the total original contract amount is earned from other pay items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
 - 2. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total original contract amount will be paid.

SECTION 1015 – MEASUREMENT & PAYMENT

- 2.1 MEASUREMENT FOR PAYMENT, CLEARING & GRUBBING (Pay Item No. 2004.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for CLEARING & GRUBBING shall be a lump sum for all material needed to construct the project as specified in the plans. This includes all labor, equipment, and materials needed for removing trees and brush needed during this portion of the project. It also includes disposal off-site at an approved disposal site.
- 2.2 MEASUREMENT FOR PAYMENT, EXCAVATION (Pay Item No. 2010.2) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for EXCAVATION shall be a lump sum for all material excavated as needed to construct the project as specified in the plans. This includes all labor, equipment, and materials needed for the excavation and disposal for this portion of the project.
- 2.3 MEASUREMENT FOR PAYMENT, 12" MINUS PIT RUN SHOT ROCK (Pay Item No. 2021.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for 12" MINUS PIT RUN SHOT ROCK shall be a lump sum for all material needed to construct the project as specified in the plans. This includes all labor, equipment, and materials needed for the shot rock backfill needed during this portion of the project.
- 2.4 MEASUREMENT FOR PAYMENT, CRUSHED GRAVEL AGGREGATE (Pay Item No. 2022.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for, CRUSHED GRAVEL AGGREGATE, shall be a lump sum for all material needed to construct the project as specified in the plans. This includes all labor, equipment, and materials needed for the crushed gravel aggregate needed during this portion of the project.
- 5.1 MEASUREMENT FOR PAYMENT, CATCH BASIN (TYPE A), (Pay Item No. 5505.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for CATCH BASIN (TYPE A) shall be a lump sum for all material needed to construct the project as specified in the plans. This includes all labor, equipment, and materials needed for the installation of the storm drain system needed during this portion of the project.
- 7.1 MEASUREMENT FOR PAYMENT, ROCK WALL (Pay Item No. 7021.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for MEASUREMENT FOR PAYMENT, ROCK WALL, shall be a lump sum for all material needed to construct the project as specified in the plans. This includes all labor, equipment, and materials needed for the rock retaining wall and the perimeter rocks needed during this portion of the project.
- 7.2 MEASUREMENT FOR PAYMENT OF EROSION AND SEDIMENT CONTROL (Pay Item No. 7030.1) PRICE PER LUMP SUM.

SECTION 1015 – MEASUREMENT & PAYMENT

- A. Measurement for payment for Erosion and Sediment Control shall be based upon the completion of the entire Work as a Lump Sum, Pay Unit, complete, all in accordance with the requirements of the Contract Documents and as shown on the Plans. This includes all permits, labor, equipment, and material needed for the erosion and sediment control including dewatering as needed during the entire project.
- 7.9 MEASUREMENT FOR PAYMENT, COMPLETED PROJECT CLEAN UP (Pay Item No. 7530.1) PRICE PER LUMP SUM.
 - A. Measurement for payment for Completed Project Clean Up shall be based lump sum upon the completion of the project and the final cleanup of the 12th & Howkan Lot Revitalization Project Phase I 2023, work as Lump Sum All Required, complete, all in accordance with the requirements of the Contract Documents and as shown on the Plans. This includes all labor, equipment, and material needed for the work as shown on the plans and specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 1510 – MOBILIZATION

PART 1 – GENERAL

1.1 GENERAL

- A. Mobilization shall include the obtaining of all PERMITS; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK.
 - 1. Moving on to and off the site of all CONTRACTOR's plant and equipment required for operations.
 - 2. Obtaining all required PERMITS from Federal, State, and Borough.
- 3. Having all OSHA required notices and establishment of safety programs.

1.2 PAYMENT FOR MOBILIZATION

- A. Mobilization or any part thereof will be approved for payment under the contract until all Mobilization/ Demobilization items listed above have been completed as specified.
- B. As soon as practicable after receipt of the Notice to Proceed, the CONTRACTOR shall submit a breakdown to the ENGINEER for approval, which shall show the estimated value of each major component of Mobilization. When approved by the ENGINEER, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 2004 - CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 DESCRIPTION

A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to remove the trees, brush, and surface duff from within the project property lines for the excavation and embankment placement necessary for the construction of the project. No clearing and grubbing will be outside the right-of-way on private property. The Contractor will be responsible for delineating the project boundary. Disposal of clearing and grubbing material will be the contractor's responsibility at an approved site not provided by P.I.A.

1.2 SUBMITTALS

A Provide location of the approved disposal site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 WORK

A. The contractor will use what equipment is necessary for the removal of trees, brush, and duff necessary for the excavation and placement of the embankment required in the project. The equipment used will not break down or deteriorate the existing road pavement. The material will be disposed of and the site cleaned up for continued construction of the project.

SECTION 2010 - EXCAVATION

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary for all the excavation during construction project. All safety procedures will be taken during any excavation. All excavation for the project will be considered as one pay item, all necessary amounts will not be measured.
- 1.2 SUBMITTALS (NOT USED)

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

- 3.1 WORK
 - A. To the extent indicated on the Drawings, and as directed by the Engineer, the Contractor will excavate the areas needed for the satisfactory completion of the project. Caution will be used working around existing utilities. Sidewalk crossing will be protected with ¾" steel plates, any damage to utilities, sidewalk or pavement will be repaired at the contractor's expense.

SECTION 2021 – 12" MINUS PIT RUN SHOT ROCK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to place and compact 12" minus pit run shot rock in the areas as specified in the plans.
- B. The final product will be a compacted surface.

1.2 SUBMITTALS

A. Provide the engineer with the location of the rock pit to be used on this project.

PART 2 – PRODUCTS

A. 12" minus pit run shot rock will be of a clean and hard nature to hold up to traffic and not break down. It will be free of organics.

PART 3 – EXECUTION

3.1 WORK

- A. To the extent indicated on the Drawings, and as directed by the Engineer, the Contractor shall place the material as shown on the plans at a maximum depth shown and then compacted.
- B. The required compaction shall be ninety-five percent (95%) of the maximum density. Graded material which is excessively wet shall not be compacted until the moisture content is satisfactory. 95% of the maximum density can be achieved a minimum level of compactive effort consisting of 6 complete coverage passes per lift with a 10-ton vibratory steel drum roller. Small areas can use 3 passes using a vibratory plate compactor rated at a minimum of 2300 pounds of impact pressure.
- C. Shot rock backfill will be placed in layers not to exceed 2', spread evenly, and compacted over the entire area. Backfill will not be dumped for the full depth of excavated area before compaction.

SECTION 2022 – CRUSHED AGGREGATE

PART 1- GENERAL

1.1 DESCRIPTION

A. The WORK under this section includes providing all labor, materials, tools, and equipment necessary for furnishing and placing one or more layers of aggregate base or leveling course on a prepared surface to the lines and grades shown on the Plans. This includes the crushed aggregate finish surface parking and miscellaneous area where crushed aggregate is needed.

PART 2- PRODUCTS

2.1 MATERIAL (CRUSHED AGGREGATE)

- A. The crushed aggregate course shall consist of crushed gravel or crushed stone, conforming to the quality requirements of AASHTO M 147. The aggregate shall be free from lumps, balls of clay, or other objectionable matter, and shall be durable and sound.
- B. Crushed Aggregate material shall conform to the following gradations as specified by weight.

CRUSHED AGGREGATE GRADATIONS (Percent passing by weight)

Sieve Designation	% passing by weight
3/4	100
1/2	40-60
3/8	50-80
No. 4	35-65
No. 8	20-50
No. 10	
No. 40	80-30
No. 200	0-6

PART 3- EXECUTION

3.1 CONSTRUCTION

- A. The CONTRACTOR shall not salvage and reuse all existing crushed aggregate course materials but shall provide new crushed aggregate course material.
- B. Prior to placement of the crushed aggregate course, the underlying surface shall be prepared by dressing, shaping, wetting or drying, and compacting the underlying material to a minimum density of 95% as determined by AASHTO T 180-D or as specified under Section 02202 Excavation. Surfaces shall be cleaned of all foreign substances and debris. Any ruts or soft yielding spots that may appear shall be corrected by loosening and removing unsatisfactory material and adding approved material as required, reshaping, and recompacting the affected areas to the lines and grades indicated on the plans. If required by the ENGINEER, the CONTRACTOR shall proof load questionable areas with a loaded truck or other piece of equipment approved by the ENGINEER.

SECTION 2022 – CRUSHED AGGREGATE

- C. Crushed aggregate course material shall be deposited and spread in a uniform layer to the required grades, and to such loose depth that when compacted to the density required, the thickness will be as indicated on the plans. Portions of the layer which become segregated shall be removed and replaced with a satisfactory mixture, or shall be remixed to the required gradation.
- D. The maximum compacted thickness of any one layer shall not exceed six inches. If the required compacted depth exceeds six inches, the crushed aggregate shall be constructed in two or more layers of approximately equal thickness. Each layer shall be shaped and compacted before the succeeding layer is placed.
- E. The crushed aggregate course shall be compacted as per plans or to at least 95% of maximum density as determined by AASHTO T 180-D if not specified. Compaction of 95% can be achieved with 3 passes using a vibratory plate compactor rated at a minimum of 2300 pounds of impact pressure. In places not accessible to rolling equipment, the mixture shall be compacted with hand tamping equipment.
- F. The required compaction shall be ninety-five percent (95%) of the maximum density. Graded material which is excessively wet shall not be compacted until the moisture content is satisfactory. 95% of the maximum density can be achieved a minimum level of compactive effort consisting of 6 complete coverage passes per lift with a 10-ton vibratory steel drum roller. Small areas can use 3 passes using a vibratory plate compactor rated at a minimum of 2300 pounds of impact pressure.
- G. The finished surface of the crushed aggregate course, when tested using a 10-foot straightedge, shall not show any deviation in excess of 1-inch between two contact points. The finish surface shall not vary more than 1-inch from established grade. Additionally, the algebraic average of all deviations from established grade of the finish crushed aggregate course surface elevations taken at 50-foot intervals shall be less than 0.2-foot.

SECTION 5505 – CATCH BASIN (TYPE A)

PART 1 – GENERAL

1.1 DESCRIPTION

A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to construct and install the pre-fabricated concrete catch basin (type A) and the cast iron frame and grate as detailed in the plans.

Requirements for earthwork including excavating and backfill are specified in Division 20 - Earthwork. All excavation and backfill will be considered incidental and not be measured for payment. Installation of catch basin and storm drain piping will be covered under Division 55 – Storm Drain System.

1.2 SUBMITTALS

- A. Provide certification for the pre-fabricated concrete catch basin (type A) to the engineer for approval.
- B. Provide certification for the cast iron grates as specified to the engineer for approval.

PART 2 – PRODUCTS

- A. Backfills are specified in Division 20 Earthwork or the Plans.
- B. Pre-fabricated concrete catch basin (type A) as per plans. Welded wire reinforcement will be grade 40 minimum of size specified in plans. Concrete will be a minimum:

5 sacks of cement per cubic yard
3500 psi @ 28 days
3/4" maximum aggregate size

6% air content per ASTM C 260
.45 maximum water/cement ratio
4" maximum slump

C. Cast iron frames and grates as specified in plans. Frames and grates shall be cast iron and conform to the dimension shown in the plans. The requirement for tensile strength of the gray iron shall be 30,000 PSI minimum in accordance with the requirements of ASTM A-48 and the requirement for transverse breaking load shall be 2,000 pounds in accordance with the requirements of ASTM A-438. Contact surfaces between frames and covers shall be machined to provide a uniform contact surface.

SECTION 6503 – CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to perform all surveying and staking necessary for the completion of the Project in conformance with the Plans and Specifications, including all calculations required to accomplish the WORK.
- B. The WORK shall include the staking, referencing, and all other actions as may be required to preserve or restore land monuments and property corners which are situated within the Project area, and to establish monuments as shown on the Plans.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. All surveying involving property lines or monuments shall be done by, or under the direction of, a Registered Land Surveyor licensed to practice in the State of Alaska.
- B. The OWNER will supply information relative to the approximate locations of monuments and corners, but final responsibility for locations, referencing, and restoration shall rest with the CONTRACTOR.
- C. In the event the CONTRACTOR does not replace the survey monuments and property corners disturbed by the CONTRACTOR's operations, the OWNER may, after first notifying the CONTRACTOR, replace the monuments in question and the cost of such replacements shall be deducted from payments to the CONTRACTOR.
- D. The CONTRACTOR shall provide the OWNER with a copy of all surveyor's notes, if requested by the ENGINEER, prior to each Pay Request.
- E. The CONTRACTOR shall provide the OWNER with a copy of all surveyors' notes, prior to the request for final payment, and include the information on the record drawings.
- F. The CONTRACTOR shall obtain all information necessary for as-built plan production from actual measurements and observations made by the CONTRACTOR's own personnel, including Subcontractors, and submit this information to the ENGINEER.
- G. The CONTRACTOR shall use competent, qualified personnel and suitable equipment for the layout WORK required and shall furnish all stakes, templates, straightedges, and other devices necessary for establishing, checking, and maintaining the required points, lines, and grades.
- H. The CONTRACTOR shall perform all staking necessary to delineate clearing and/or grubbing limits; all cross sections necessary for determination of excavation, and embankment, including preliminary, intermediate, and/or re-measure cross sections as may be required; all slope staking; all staking and all staking of culverts and drainage structures, including the necessary checking to establish the proper location and grade to best fit the conditions on site; the setting of such finishing stakes as may be required; the staking, referencing, and other actions as may be required to preserve or restore land monuments and property corners; and all other staking

SECTION 6503 – CONSTRUCTION SURVEYING

- I. necessary to complete the project
- J. The CONTRACTOR's field books shall be available for inspection by the ENGINEER at any time.
- K. The ENGINEER may randomly spot-check the CONTRACTOR's surveys, staking, and computations at the ENGINEER's discretion. After the survey, or staking has been completed, the CONTRACTOR shall provide the ENGINEER with a minimum of 72 hours notice prior to performing any WORK and shall furnish the appropriate data as required to allow for such random spot-checking. The OWNER assumes no responsibility for the accuracy of the WORK.
- L. The ENGINEER may make minor adjustments in grades and locations of improvements based on the staking information provided by the CONTRACTOR. The CONTRACTOR shall adjust the grade stakes as required to accommodate minor changes at no additional cost to the OWNER.

SECTION 7021- ROCK WALL

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to construct a rock wall as detailed in the plans. This includes both the rock retaining wall and the rock perimeter around the project limits.
- 1.2 SUBMITTALS (NOT USED)

PART 2 - PRODUCTS

A. Typical rocks used in construction are rectangular boulders of a dimension shown in the plans. The rocks can vary 12" larger in any dimension shown in plans. Rocks will be of a durability equivalent or better than the properties listed for shot rock.

PART 3 – EXECUTION

3.1 WORK

A. The contractor will clear and grade the area under rock placement. The first layer of rocks will be embedded about 6" below the surrounding area. The rocks will be staggered and interlocked for stability. The top of the rock wall will be uniform as possible. The top back of the rock wall will be up to the property lines, the bottom of the wall will be offset accordingly.

SECTION 7030 – EROSION & SEDIMENT CONTROL

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. This project will be classified as under one acre.
- B. The CONTRACTOR shall provide for erosion control during construction in accordance with the requirements of the Alaska Department of Environmental Conservation (ADEC). All discharges of pollutants and sedimentation from onsite drainage shall be caught on-site.
- C. Erosion Control includes preparation and maintenance of a Storm Water Pollution Prevention Plan (SWPPP), control of erosion, sedimentation, and discharge of pollutants, in accordance with the ADEC Construction General Permit (CGP) for projects disturbing less than 1 acre.
- D. The WORK under this section includes providing all labor, materials, tools and equipment necessary to construct and maintain temporary erosion control works; including but not limited to, wattles, silt fences, floating silt containment booms, settling ponds, check dams, ditches, etc.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials shall be suitable for the intended use and perform the dewatering of the project and effectively control silt and surface erosion. All materials shall remain the property of the CONTRACTOR

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR is responsible to prepare, submit and maintain a SWPPP, as required by the CGP that is in accordance with their construction methodologies and sequences.
- B. For projects disturbing greater than 1 Acre, this requirement shall include submission of a Notice of Intent (NOI) to ADEC prior to the beginning of WORK. Copies of the NOI and SWPPP shall also be submitted to the ENGINEER within 5 days of submittal to ADEC.
- C. For projects disturbing less than 1 acre, the SWPPP shall be submitted to the ENGINEER prior to the beginning of WORK; submittal to ADEC or an NOI is not required.
- D. WORK at the Project site will not be permitted until the above documents are submitted to the ENGINEER and acceptance of this plan has been obtained from the governing agency or agencies (if required by the CGP).
- E. The CONTRACTOR shall install temporary erosion control structures and devices as required by their SWPPP, prepared in accordance with ADEC CGP regulations. They shall be maintained in effective operating condition at all times. Prior to the completion of work, the CONTRACTOR shall clean and remove all silt and debris from the settling pond and check dams.
- F. Temporary erosion control structures shall remain in place until the project is completed and replaced by permanent erosion control WORK, protected by final stabilization or until the ENGINEER approves their removal.

SECTION 7530 - COMPLETE PROJECT CLEANUP

PART 1 - GENERAL

1.1 DESCRIPTION.

A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary for the final cleanup of the 12th & Howkan Lot Revitalization Project Phase I all portions. Any other areas that were used or affected by this project will be brought back to the original condition prior to construction of this project.

PART 2 - PRODUCTS

2.1 MATERIALS N/A

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR is responsible for the final cleanup and restoration of the 12th & Howkan Lot Revitalization Project Phase I all portions that were constructed during this contract and any other areas that were used or affected by this project will be brought back to the original condition prior to construction of this project.
- B. This includes but is not limited to the grading of the project areas, disposal of waste material from the project to approved waste sites.

12th & Howkan Lot Revitalization Project Phase I Phase I (XI) PERMITS



DEPARTMENT OF THE ARMY

ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS REGULATORY DIVISION
P.O. BOX 6898
JBER, AK 99506-0898

May 11, 2021

Regulatory Division POA-2021-00144

Petersburg Indian Association Attention: Ms. Tracy Welch Post Office Box 1418 Petersburg, Alaska 99833

Dear Ms. Welch,

This is in response to Peterburg Indian Association's March 12, 2021, request for a Department of the Army (DA) General Permit verification, submitted by Mr. Alan Murph of Harai & Associates, Inc., to discharge up to 3,400 cubic yards of fill material into 0.61-acre of waters of the U.S., including wetlands, to construct a multi-purpose transit facility providing a maintenance building and parking area for public transit system equipment. The parking lot will be constructed by overlaying the existing muskeg with up to three feet of clean shotrock and gravel, while the maintenance building's foundation will be constructed by excavating the muskeg to hardpan and then backfilling with clean rock. The project site is located at Latitude 56.8104° N., Longitude 132.9425° W.; in Petersburg, Alaska.

DA authorization is necessary because your project will involve placement of fill material into waters of the U.S. under our regulatory jurisdiction.

Department of the Army Regional General Permit (RGP) 7, Rural Development, issued on September 11, 2019, authorizes your activity described above.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-3), dated February 6, 2021, is authorized by RGP 7. RGP 7, its associated conditions, and its Clean Water Act Section 401 Water Quality Certification are enclosed and are available online at the following web address: www.poa.usace.army.mil/Missions/Regulatory/Permits/RegionalGeneralPermits. You must comply with all terms and conditions associated with GP 7. General Condition number 38 of RGP 7 requires that you submit to the Corps a statement of compliance within 60 days of the completion of the work. Please note that the time limit for authorizing work under this RGP ends on September 30, 2024. If you will not complete the authorized work prior to the RGP's expiration, please contact this office for information on a time extension.

If changes to the activity are planned, including a change in use of the site, a change in lease or ownership, or additional placement of dredged and/or fill material, please notify this office as soon as possible. We will then confirm that authorization would continue under the GP, or notify you of any additional requirements and/or authorizations.

This verification that your proposed work is authorized under the GP shall not be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations that may affect this work.

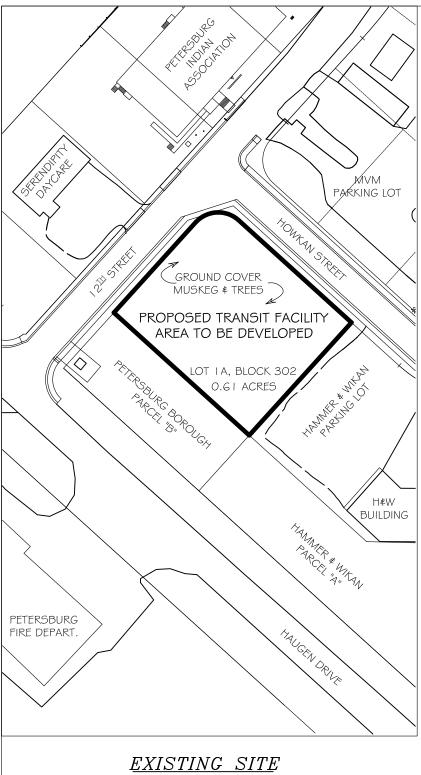
Please contact me via email at roberta.k.budnik@usace.army.mil, by mail at the address above, by phone at (907) 753-2785, or toll free from within Alaska at (800) 478-2712, if you have questions. For additional information about our Regulatory Program, visit our web site at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

Roberta K. Budnik Project Manager

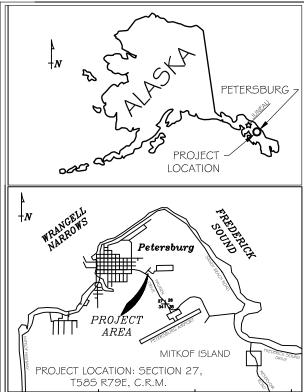
Roberta K. Budnik

Enclosures





LOCATION: PETERSBURG, ALASKA LAT: 56.8105° N LONG: 132.9427° W



<u>VICINITY MAP</u>

O ½ 1 2 MIL

PROPOSED TRANSIT FACILITY

IN: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG INDIAN ASSOC.

PREPARED BY: HARAI \$ ASSOC, INC.

DATE: FEBRUARY 06, 2021

NOTES:

- I. PURPOSE: CONSTRUCT A MULTI-PURPOSE TRANSIT FACILITY TO PROVIDE MAINTENANCE BUILDING # PARKING TO MAINTAIN PUBLIC TRANSIT SYSTEM EQUIPMENT.
- 2. PARKING LOT WILL BE CONSTRUCTED BY OVERLAYING EXISTING MUSKEG WITH 2 FEET OF CLEAN SHOTROCK AND GRAVEL. BUILDING FOUNDATION CONSTRUCTED BY EXCAVATE EXISTING MUSKEG TO HARDPAN, BACKFILL OF CLEAN ROCK.
- 4. ADJACENT PROPERTY OWNERS:

PETERSBURG BOROUGH P.O. BOX 329

P.O. BOX 329 | P.O. BOX 249 PETERSBURG, AK 99833 | PETERSBURG, AK 99833

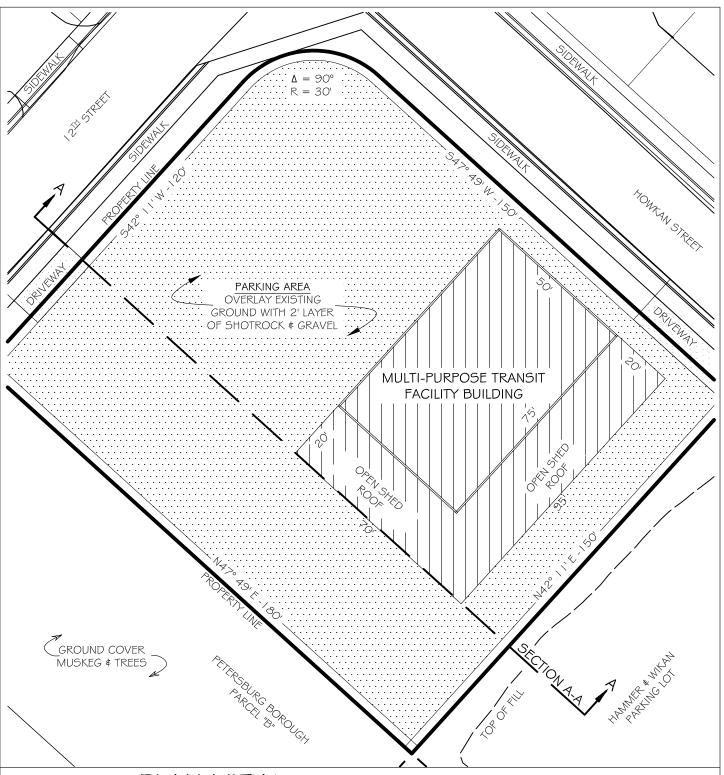
HAMMER & WIKAN, INC. P.O. BOX 249 PETERSBURG, AK 99833

NAME: PETERSBURG INDIAN ASSOC. MULTI-PURPOSE TRANSIT FACILITY LOCATION: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG INDIAN ASC. PREPARED BY: HARAI & ASSOCIATES, INC.

SHEET I OF 3

FEBRUARY 06, 2021



PLAN VIEW MULTI-PURPOSE TRANSIT FACILITY

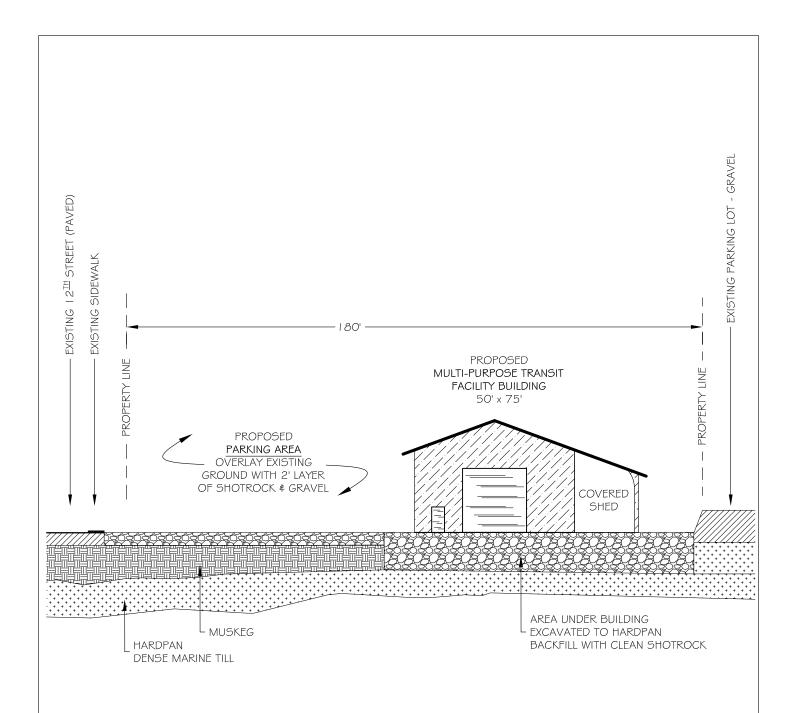
SCALE: I"= 30'

LOCATION: PETERSBURG, ALASKA LAT: 56.8105° N LONG: 132.9427° W NAME: PETERSBURG INDIAN ASSOC.

MULTI-PURPOSE TRANSIT FACILITY
LOCATION: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG INDIAN ASC. PREPARED BY: HARAI & ASSOCIATES, INC.

SHEET 2 OF 3 FEBRUARY 10, 2021



TYPICAL SECTION A-A PROPOSED TRANSIT FACILITY

SCALE: I"= 30'

SECTION VIEW MULTI-PURPOSE TRANSIT FACILITY

SCALE: I"= 30'

LOCATION: PETERSBURG, ALASKA LAT: 56.8105° N LONG: 132.9427° W NAME: PETERSBURG INDIAN ASSOC.

MULTI-PURPOSE TRANSIT FACILITY
LOCATION: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG INDIAN ASC. PREPARED BY: HARAI & ASSOCIATES, INC.

SHEET 3 OF 3

FEBRUARY 10, 2021

DEPARTMENT OF THE ARMY GENERAL PERMIT

Permittee: The General Public

Permit No. RGP-07, Rural Development (POA-2007-00541-M2)

Issuing Office: U.S. Army Engineer District, Alaska

<u>Issuance Date</u>: September 6, 2019

Expiration Date: September 30, 2024

NOTE: The term "wetlands", as used in this permit, refers to jurisdictional wetlands, a category of waters of the United States (U.S.). The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the Alaska District of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

GENERAL PERMIT AUTHORIZATIONS

The general public is authorized to perform work in accordance with the terms and conditions of the Regional General Permit (RGP) specified below, after satisfying all applicable permit terms and conditions.

Under the authority of Section 404 of the Clean Water Act (Public Law 95-217, 33 U.S.C.), the Secretary of the Army authorizes the discharge of dredged and/or fill material into wetlands within specific areas of Alaska, for the purpose of rural development.

AUTHORIZED ACTIVITIES

The RGP-07, Rural Development, authorizes the discharge of dredged and/or fill material into waters of the U.S. for the purpose of constructing and/or expanding building foundation pads, utilities, roads, driveways, and parking areas for residential and community developments. The RGP also authorizes mechanized land clearing and other activities that will result in a re-deposition of dredged material into waters of the U.S.

Residential and community developments are defined as residential housing, and community infrastructure such as schools, daycare and eldercare centers, utility buildings, health clinics, multi-use centers, water & wastewater treatment facilities, and

the ancillary driveways, utilities, yards, and access roads associated with these developments.

Maximum Acreage Limitations

The RGP-07, Rural Development, does not authorize any single and complete project¹ that would exceed 5 (five) acres of permanent loss of waters of the U.S. Single and complete non-linear projects may not be "piecemealed" to avoid the limits in a general permit authorization. When RGP limits would be exceeded, the proposed projects may be eligible for review and authorization by an individual permit.

Excluded areas and activities

- 1) Excluded include those areas within the city and municipal boundary limits of Anchorage, Palmer, Wasilla, Fairbanks, Juneau/Douglas, Homer, Seward, Kenai, Soldotna, Bethel, Nome, Annette Island, Denali National Park, and the coastal boundary of the Aleutians West Coastal Resource Service Area. The Aleutians West Coastal Resource Service area extends from Unalga Pass in the east to Attu Island in the west, encompassing all land and water areas to the three-mile offshore territorial limit. This includes the communities of Unalaska, Atka, and Nikolski, but does not include Adak Island.
- 2) Under this RGP, dredged and/or fill material may not be discharged into:
 - a. any non-tidal open waterbody (i.e. streams, rivers, ponds, lakes) (except for the construction of linear projects (utilities, roads, etc.);
 - b. permanently flooded wetlands (except for the construction of linear projects (utilities, roads, etc.);
 - c. any tidal waters; or
 - d. any wetlands within 300 feet of any waters of the U.S. listed in a thru c above;
- 3) Activities denied any required local, State or Federal authorization is not authorized by the RGP.
- 4) Activities that the Corps determines may result in more than minimal adverse impacts on aquatic resources or other public interest factors. The District will notify the applicant that the project does not qualify for the RGP and instruct the applicant on the procedures to seek authorization under a standard Department of the Army (DA) permit. The District may also, on a case-by-case basis, require a standard DA permit for unauthorized activities.
- 5) Activities specifically excluded from this RGP are discharges of dredged and/or fill material into waters of the U.S. for the construction of power generation plants, fuel storage areas, material barrow sites, work associated with the gas

¹ As defined at 33 CFR 330.2(i)

- and oil industry, or any project involving the use or storage of hazardous wastes or hazardous substances as part of its principal purpose.
- 6) This RGP does not apply to state-designated Critical Habitat Areas, Game Refuges and Sanctuaries, and habitat areas identified as important by the Alaska Department of Fish and Game unless the activity is specifically authorized by the agency with jurisdiction over these lands.

APPLICATION PROCEDURES

Individuals wishing to perform work under this RGP must submit to this office a complete General Permit Application (GPA) Form (Enclosure 1). The GPA must contain the following information at a minimum:

- 1) Name, address, and phone number of the applicant.
- 2) Location of the proposed work to include Section, Township, Range; and latitude/longitude; and a locality map.
- 3) A detailed description of the project, its purpose, the waters of the U.S., including wetlands clearing identified on the plans, and the project dimensions including the size of the fill area, fill quantity and type of fill is used.
- 4) Plan drawings, including a plan view and a cross-section view with dimensions of the project, showing the layout of the driveway, pads, and structures in relation to other features. Drawings do not have to be prepared by a professional, but should be clear and easily understood.
- 5) A mitigation statement consisting of Part B of the GPA (enclosure 1).

The application and drawings should be sent to: U.S. Army Corps of Engineers, Regulatory Division, Post Office Box 6898, JBER, Alaska 99506-0898, or by email to regpagemaster@usace.army.mil.

Corps Verification Process

The information provided will be reviewed by the Corps for compliance with the terms and conditions of the RGP. Normally, within 30 days of receiving the required information, a letter will be sent from this office to the applicant verifying whether or not the proposed project may proceed under the terms and conditions of the RGP.

RESTRICTIONS

The work authorized by this RGP is also subject to the following general conditions and any special conditions necessary to reduce impacts to the minimum level.

General Conditions:

Any verification issued may include general conditions that this office determines are necessary to ensure compliance with the terms and conditions of the RGP and to ensure that the activity will not result in more than minimal individual or cumulative adverse effects to the aquatic environment or other public interest factors.

- 1) The fill area shall be minimized by consolidating activities and uses of the fill. For example, utility lines (water, electrical, telephone, sewer, etc.) shall be located within the road or driveway fill when practicable.
- The boundaries of the permitted fill area in wetlands shall be staked and/or flagged prior to construction to prevent inadvertent encroachment of adjacent wetlands.
- 3) Natural drainage patterns shall be maintained in the project area using appropriate ditching, culverts, storm drain systems, and/or other measures, without introducing ponding or drying. Excessive ponding and/or dewatering of areas adjacent to fills indicate non-compliance with this condition.
- 4) During excavation and fill placement, heavy equipment must not be operated in wetlands outside the authorized excavation and fill area. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- 5) No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). The material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
- 6) No fill or construction materials shall be stockpiled in wetlands, outside of the project boundary which shall be staked, or otherwise delineated, prior to any mechanized land clearing or fill placement.
- 7) Temporary storage of excavated and/or excess material on-site must be managed to prevent sediment from being carried into adjacent wetlands and waters, and to prevent leachate from causing odor problems or degradation of water quality. Unusable or excess material must be disposed of at an approved disposal site.
- 8) Prior to construction, erosion control measures, such as silt fencing, sediment traps, or water diversion structures, must be properly deployed and installed. During construction, silt and sediment from the site work must be prevented from entering wetlands or water bodies outside the authorized project limits. Methods shall be implemented to filter or settle out suspended sediments from all construction-related wastewater prior to its direct or indirect discharge into any natural body of water.

- 9) All exposed fills (including side slopes) and disturbed areas shall be stabilized immediately after construction to prevent erosion. Re-vegetation of the disturbed areas shall begin as soon as site conditions allow. Species to be used for seeding and planting shall follow this order of preference:
 - a. Species native to the site.
 - b. Species native to the area.
 - c. Species native to the state.
 - Active sloughing, increased water turbidity and sediment in drainage ditches, streams, sloughs, and/or adjacent wetlands shall be evidence of insufficient stabilization.
- 10) Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA approved state or local floodplain management requirements. Fuel storage tanks shall be located above the 100-year flood level and must be designed to withstand a 100-year flood event when a 100-year flood level has been established for a site. If the 100-year flood level has not been established for a site, the tank flood design shall be developed by an engineer to withstand flood levels based on anecdotal evidence, physical evidence, climate data, and good engineering judgment.
- 11) Material must be available at the site to contain and clean up incidental spills and leaks, and must be used to contain and clean up any petroleum product spilled as a result of construction activity.
- 12) The proposed activity shall not be located within one-half mile of an eagle nest site unless the U.S. Fish and Wildlife Service determines that the activity will not impact the Eagles. The applicant has additional responsibilities to protect eagles under provisions of the Bald and Golden Eagle Protection Act (16 U.S.C. 668a-d) http://www.fws.gov/midwest/Eagle/guidelines/index.html).
- 13) No cultural resources shall be adversely affected by activities authorized by this RGP. If the permittee discovers any previously undiscovered archeological, paleontological, or historic resource, while conducting activities authorized by this RGP, the District Commander (DC) must be immediately stop work and notify by calling (800) 478-2712. The Corps will notify the SHPO, and the coastal district (if within a coastal district), of what has been found. The Corps or the appropriate federal land manager will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 14) Federal applicants must provide evidence that they have initiated consultation with other agencies as required by the National Environmental Protection Act.
- 15) No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

- 16) No subsistence resources shall be adversely impacted by activities.
- 17) The Migratory Bird Treaty Act prohibits the willful killing or harassment of migratory birds. No clearing, excavation, and fill activities shall be completed before or after the nesting season to avoid impacts to breeding migratory birds unless the site has been sufficiently disturbed or altered during non-breeding periods to eliminate suitable nesting habitat (for example, the work area could be cleared of vegetation before the breeding season. This would render the area unsuitable for breeding birds before their arrival and facilitate work during the breeding season without impacts to birds. Project areas should not be stripped of vegetation more than 30 days before initiating work, which could result in even greater damage caused by excessive erosion). Nesting seasons vary throughout the state, and U.S. Fish and Wildlife or the Corps should be contacted to determine when these disturbance activities should be avoided. For further information, you may look at the USFWS site, http://alaska.fws.gov/fisheries/fieldoffice/anchorage/pdf/vegetation_clearing.pdf
- 18) Prior to fill placement and installation of an on-site wastewater treatment system (including mounded systems or package plants) within the fill site or contiguous wetlands, on-site sewage system design plan approval shall be obtained from the Alaska Department of Environmental Conservation.
- 19) The proposed operation activity shall be in compliance with applicable State of Alaska, Department of Environmental Conservation, Alaska Pollution Discharge Elimination System Permit.
- 20) The permittee shall contact the Alaska Department of Transportation and Public Facilities if proposed access roads are connected to the State road system. This will ensure that the access roads and driveway widths are sufficient to meet State standards.
- 21) Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance. The permittee must maintain the lands and facilities subject to this RGP in good condition and in conformance with the terms and conditions of this RGP. The permittee is not relieved of this requirement even if the activity is abandoned. The permittee may transfer the permit to a third party in compliance with condition number 22 below. Should the permittee cease to maintain the authorized activity or should they desire to abandon the project without a transferee, then the permittee must obtain approval from this office, which may require restoration of the area.
- 22) If the permittee sells the property associated with an RGP verification, the permittee may transfer this RGP verification to the new owner by submitting a letter to the Corps to validate the transfer. A copy of this RGP verification must be attached to the letter, and the letter must contain the applicants full name,

address, phone number, and the following statement and signature: "When the structures or work authorized by this RGP are still in existence at the time the property is transferred, the terms and conditions of this RGP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this RGP and the associated liabilities associated with compliance with its terms and conditions, the signature of the transferee and date appear below."

(Transferee signature)	(Date)
(Printed name)	

- 23) Any activity being performed under this permit may be summarily suspended, in whole or in part, upon a finding by the DC that there is noncompliance with any of the terms or conditions of this RGP, or that there is noncompliance with a related nationwide or individual permit, or that there is a violation of Federal law associated with the activity, or that the immediate suspension of the activity authorized herein would be in the general public interest. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate: (1) the extent of the suspension; (2) the reasons for such action; and (3) any corrective or preventive measures to be taken by the permittee which are deemed necessary by the DC to abate imminent hazards to the general public interest. The permittee shall take immediate action to comply with the provisions of such notice. Within 10 days following receipt of a notice of suspension, the permittee may request a public hearing in order to present information relevant to a decision as to whether the authorization should be reinstated, modified, or revoked. If a hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the hearing, or within a reasonable time after issuance of the suspension notice to the permittee, if no hearing is requested, the authorization will either be reinstated, modified, or revoked.
- 24) The permittee shall allow the DC or their authorized representative(s) to inspect authorized work at any time deemed necessary to assure that on-going and completed work is in compliance with the terms and conditions of this RGP.
- 25) All activities identified and authorized herein shall be undertaken in a manner that is consistent with the terms and conditions of this RGP, and any activities undertaken by the permittee that are not specifically identified and authorized herein shall constitute noncompliance with the terms and conditions of this RGP, and consequently, a violation of the Clean Water Act, which may result in the modification, suspension, or revocation of any authorization by the Corps in

- whole or in part, and in the institution of such legal, administrative, or judicial proceedings as the United States Government may consider appropriate, whether or not these permits have been previously modified, suspended, or revoked in whole or in part.
- 26) Fill shall only be placed in wetlands for house pads, drives, or septic systems when lots have been sold for residential construction, or if the applicant chooses to build homes for sale, model, or personal use.
- 27) Measures shall be implemented to prevent the introduction and spread of invasive plant and animal species, such as washing equipment to remove dirt and debris that might harbor invasive seeds before entering the job site, using weed-free fill, disposing of spoil and vegetation contaminated with invasive species appropriately, and revegetating with local native plant species.
- 28) Permit Expiration. The RGP-07 expires on September 30, 2024. Unless activities authorized under the RGP-07 have commenced construction or are under contract to commence construction by September 30, 2024, the time limit for completing work ends upon the expiration date of RGP-07. Activities authorized under RGP-07 which have commenced construction or are under contract to commence construction by September 30, 2024, will have until September 30, 2025, to be completed under the terms and conditions of RGP-07, unless the District Engineer's discretionary authority is exercised on a case-by-case basis to modify, suspend, or revoke the authorization.
- 29) Verification. Written verification that the project may proceed under RGP-07 must be received from this office prior to commencing construction.
- 30) Avoidance and Minimization. The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on-site).
- 31) Fill Dimensions. Residential and community developments or the addition of fill to any existing subdivision or development must meet the following criteria:
 - a. Total fill area will not cumulatively exceed five acres of impacts (i.e. roads in combination with house pads, driveways and other fill on individual lots) in wetlands.
 - b. Fill pads for a single residential structure and associated development will not exceed a footprint size of 0.30 acres in wetlands (i.e., total fill for the house pad, parking area, utility lines, and driveway will not exceed 0.30 acres in wetlands).

- c. Access roads will not cumulatively exceed 2,000 feet long by 60 feet wide footprint dimensions in wetlands. Access roads are defined as any road constructed primarily to access a community project or more than residential lots.
- d. Residential driveways are limited to a maximum footprint dimension of 200 feet long by 30 feet wide in wetlands, and are defined as a connecting link of fill between a road and an individual house.
- 32) Contractor Notification. All contractors involved in this RGP authorized activity must be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction. A complete copy of these documents shall remain on site at all times during implementation of the authorized activity.
- 33) Permafrost. If permafrost is present, sufficient fill (or other methods of insulation) must be placed on the ground to provide thermal stability. Signs of thermokarsting or standing water indicate non-compliance with this condition.
- 34) Water Quality Certification. You must comply with all conditions specified as part of the Alaska Department of Environmental Conservation Water Quality Certification, which is part of this RGP.
- 35) Endangered Species. The activity must not jeopardize the continued existence of any threatened or endangered species, as identified under the Endangered Species Act, nor endanger the critical habitat of such species.
- 36) Essential Fish Habitat. The activity must not adversely affect Essential Fish Habitat (EFH).
- 37) Maintenance. You must maintain the authorized activity in good state, and in conformance with the terms and conditions of this RGP.
- 38) Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps (U.S. Army Corps of Engineers, Regulatory Division. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
- 39) Modification by Other Authorizations. If the work proposed under this RGP is subsequently modified by any other Federal, State, or local governmental authorization, a re- verification by the Corps to perform activities under this RGP may need to be obtained.

- 40) Hazardous Materials. This RGP does not apply to any project involving the use or storage of hazardous wastes or hazardous substances as part of its principal purpose. These materials are defined in the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act (RCRA), 42 U.S.C. 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Contact the Alaska Department of Environmental Conservation or the U.S. Environmental Protection Agency for information about hazardous materials.
- 41) Use of multiple General Permits. The use of more than one GP for a single and complete project is prohibited.

MITIGATION

This RGP is conditioned to prohibit discharges of any fill material within 300 feet of any streams, sloughs, rivers, ponds, lakes, permanently flooded wetlands or tidal waters (except for those excluded areas and activities in section 2 above). This RGP also includes other conditions requiring best management practices to minimize impacts to wetlands. Additionally, a mitigation statement is required with the application showing the avoidance, minimization and compensatory mitigation proposal for unavoidable impacts.

For all other locations covered by this RGP the district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

- a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to wetlands to the maximum extent practicable at the project site (i.e., on-site).
- b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
- c) Compensatory mitigation will be considered on a case by case basis for all wetland losses that exceed 1/10-acre, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR 332.

MONITORING

The Corps will conduct an annual review of all projects authorized during the previous year. Pertinent information from these cases shall be compiled into a report and entered in the official RGP file. Copies of this report shall be made available to the interested public, and to local, state and federal agencies for their information upon request. In addition, periodic field inspections shall be undertaken by this office of projects authorized under this RGP. Reports shall be prepared for all field inspections and entered into the official RGP file. The Regulatory Division shall maintain a file of RGP-related documents and monitoring efforts. The information contained in this RGP file shall provide the basis for the decision whether or not to revise or renew this RGP. If it is determined that projects authorized by this RGP result in greater than minimal adverse environmental impacts, then this RGP shall be modified, suspended, or revoked to prevent further impacts.

COMPLIANCE

Compliance with the RGP requires strict adherence to the terms and conditions specified both herein and any special conditions within the verification. Corps representatives may inspect sites to determine whether the work is being, or has been, performed in conformance with the terms and conditions of this RGP.

Failure to comply with this the terms and conditions of this RGP can subject the permittee, as well as contractors or other persons acting for the permittee, to severe penalties. Should the Corps determine that an activity is not in compliance with this RGP, the permittee may be required—at their expense—to implement corrective measures, remove fill and/or restore any areas affected by the noncompliance, in accordance with 33 CFR Part 326 and Section 309 of the Clean Water Act. Noncompliance could also result in suspension, revocation or modification of the RGP authorization (pursuant to 33 CFR 325.7), initiation of legal action by the Federal Government, issuance of a monetary penalty ranging up to \$52,414 per day of violation, and/or imprisonment for up to one year.

FURTHER INFORMATION:

- 1) **Congressional Authorities.** Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344). Work that also requires authorization under Section 10 of the Rivers and Harbors Act must be authorized separately through nationwide or individual permits.
- 2) Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.

- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.
- 3) **Limits of Federal Liability**. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4) **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information provided by the applicant.
- 5) **Reevaluation of Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a revaluation include, but are not limited to, the following:
 - a. The permittee fails to comply with the terms and conditions of this permit.
 - The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5.

The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate.

6) Reevaluation this RGP. This office may also reevaluate its decision to issue the RGP-07 at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.

This General Permit becomes effective when the federal official, designated to act for the Secretary of the Army, has signed below.

FOR THE DISTRICT COMMANDER:

Bryan A. Herczeg Chief, South Section

Alaska District Corps of Engineers

September 10, 2019

Date



Department of Environmental Conservation

DIVISION OF WATER

Wastewater Discharge Authorization Program

555 Cordova Street Anchorage, Alaska 99501-2617 Main: 907.269.6285

Fax: 907.334.2415 www.dec.alaska.gov/water/wwdp

June 12, 2019

United States Army Corps of Engineers (USACE) Alaska District, Regulatory Division Attention: Colonel Phillip J. Borders P.O. Box 6898 IBER, Alaska 99506-0898

Re: USACE, Rural Development Regional General Permit Reissuance

POA-2007-541-M2 (RGP-07), Statewide Waters

Dear Colonel Borders:

In accordance with Section 401 of the Federal Clean Water Act of 1977 and provisions of the Alaska Water Quality Standards, the Department of Environmental Conservation (DEC) is reissuing the enclosed Certificate of Reasonable Assurance for placement of dredged and/or fill material in waters of the U.S., including wetlands and streams, associated with the construction and/or expansion of residential and community developments throughout Alaska, except for specifically excluded areas.

DEC regulations provide that any person who disagrees with this decision may request an informal review by the Division Director in accordance with 18 AAC 15.185 or an adjudicatory hearing in accordance with 18 AAC 15.195 – 18 AAC 15.340. An informal review request must be delivered to the Director, Division of Water, 555 Cordova Street, Anchorage, AK 99501, within 20 days of the permit decision. Visit http://dec.alaska.gov/commish/review-guidance/ for information on Administrative Appeals of Department decisions.

An adjudicatory hearing request must be delivered to the Commissioner of the Department of Environmental Conservation, 410 Willoughby Avenue, Suite 303, PO Box 111800, Juneau, AK 99811-1800, within 30 days of the permit decision. If a hearing is not requested within 30 days, the right to appeal is waived.

By copy of this letter we are advising the U.S. Army Corps of Engineers of our actions and enclosing a copy of the certification for their use.

Sincerely,

James Rypkema

Program Manager, Storm Water and Wetlands

Enclosure: 401 Certificate of Reasonable Assurance

cc: (with encl.)

Michael Gala, USACE, Anchorage Megan Marie, ADF&G/Habitat, Anchorage Anchorage USFWS Field Office Matt LaCroix, EPA, AK Operations

STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION CERTIFICATE OF REASONABLE ASSURANCE

In accordance with Section 401 of the Federal Clean Water Act (CWA) and the Alaska Water Quality Standards (18 AAC 70), a Certificate of Reasonable Assurance, is reissued to USACE Alaska District, Regulatory Division, Attention: Colonel Phillip J. Borders, at P.O. Box 6898, JBER, Alaska 99506-0898 for placement of dredged and/or fill material in waters of the U.S. including wetlands and streams in association with the construction and/or expansion of residential and community developments throughout Alaska, except for specifically excluded areas.

The purpose of Regional General Permit (RGP) was to streamline the permitting process and expedite rural development throughout Alaska. The RGP was originally issued in 2007 and was reissued for an additional five years in 2012, expiring on December 31, 2017. The USACE issued two time extensions that extended the permit to May 1, 2019. This reissuance will be effective for five years and will be renamed RGP-07 (POA-2007-541-M2). The activities intended for re-authorization under this RGP are essentially the same, with the following changes:

- General and Special Conditions were updated to be consistent with the 2017 Nationwide Permit reissuance;
- Limitations were updated;
- Application form was updated; and
- Removed Part II: Private Residential Subdivision Developments, throughout the State of Alaska from the RGP authorization.

The RGP defines residential and community developments as residential housing and community infrastructure such as schools, daycare and eldercare centers, utility buildings, health clinics, multi-use centers, water and wastewater treatment facilities, and ancillary driveways, utilities, yards, and access roads associated with these developments. The RGP also authorizes mechanized land clearing and other activities that will result in a re-deposition of dredged material into waters of the U.S. The RGP does not authorize any single and complete project that would exceed 5 acres of permanent loss of waters of the U.S. Single and complete non-linear projects may not be "piecemealed" to avoid the limits in a general permit authorization.

The RGP excludes the following:

- Those areas within the city and municipal boundary limits of Anchorage, Palmer, Wasilla, Fairbanks, Juneau/Douglas, Homer, Seward, Kenai, Soldotna, Bethel, Nome and the coastal boundary of the Aleutians West Coastal Resource Service Area. The Aleutians West Coastal Resource Service area extends from Unalga Pass in the east to Attu Island in the west, encompassing all land and water areas to the three-mile offshore territorial limit. This includes the communities of Unalaska, Atka, and Nikolski, but does not include Adak Island;
- Discharges of dredged and/or fill material may into:
 - a) any non-tidal open waterbody (i.e. streams, rivers, ponds, lakes) (except for the construction of linear projects (utilities, roads, etc.);

POA - 2007 - 541 - M2 (RGP - 07) CERT. docx

- b) permanently flooded wetlands (except for the construction of linear projects (utilities, roads, etc.);
- c) any tidal waters; or
- d) any wetlands within 300 feet of any waters of the U.S. listed in a thru c above;
- Activities denied any required local, State or Federal authorization is not authorized by the RGP;
- Activities that the Corps determines may result in more than minimal adverse impacts on aquatic resources or other public interest factors. The District will notify the applicant that the project does not qualify for the RGP and instruct the applicant on the procedures to seek authorization under a standard Department of the Army (DA) permit. The District may also, on a case-by-case basis, require a standard DA permit for unauthorized activities;
- Discharges of dredged and/or fill material into waters of the U.S. for the construction of power generation plants, fuel storage areas, material barrow sites, work associated with the gas and oil industry, or any project involving the use or storage of hazardous wastes or hazardous substances as part of its principal purpose; and
- Discharges within any state-designated Critical Habitat Areas, Game Refuges and Sanctuaries, and habitat areas identified as important by the Alaska Department of Fish and Game unless the activity is specifically authorized by the agency with jurisdiction over these lands.

A state issued water quality certification is required under Section 401 because the proposed activity will be authorized by a U.S. Army Corps of Engineers permit (POA-2007-541-M2) and a discharge of pollutants to waters of the U.S. located in the State of Alaska may result from the proposed activity. Public notice of the application for this certification was given as required by 18 AAC 15.180 in the Corps Public Notice POA-2007-541-M2 posted from May 3 to June 3, 2019.

The RGP authorizes activities throughout the state of Alaska, except for the specifically excluded areas listed above.

The Department of Environmental Conservation (DEC) reviewed the application and certifies that there is reasonable assurance that the proposed activity, as well as any discharge which may result, will comply with applicable provisions of Section 401 of the CWA and the Alaska Water Quality Standards, 18 AAC 70, provided that the following additional measures are adhered to.

- Reasonable precautions and controls must be used to prevent incidental and accidental discharge
 of petroleum products or other hazardous substances. Fuel storage and handling activities for
 equipment must be sited and conducted so there is no petroleum contamination of the ground,
 subsurface, or surface waterbodies.
- 2. During construction, spill response equipment and supplies such as sorbent pads shall be available and used immediately to contain and cleanup oil, fuel, hydraulic fluid, antifreeze, or other pollutant spills. Any spill amount must be reported in accordance with Discharge Notification and Reporting Requirements (AS 46.03.755 and 18 AAC 75 Article 3). The applicant must contact by telephone the DEC Area Response Team for Central Alaska at (907) 269-3063, Northern Alaska at (907) 451-2121, Southeast Alaska (907) 465-5340 during work hours or 1-800-478-9300 after hours. Also, the applicant must contact by telephone the National Response Center at 1-800-424-8802.

POA - 2007 - 541 - M2 (RGP - 07) CERT. docx

- 3. Runoff discharged to surface water (including wetlands) from a construction site disturbing one or more acres must be covered under Alaska's General Permit for Storm Water Discharges from Large and Small Construction Activities in Alaska (AKR100000). This permit requires a Storm Water Pollution Prevention Plan (SWPPP). For projects that disturb more than five acres, this SWPPP must also be submitted to DEC (William Ashton, 907-269-6283) prior to construction.
- 4. During the work on the culverts and bridges, construction equipment shall not be operated below the ordinary high water mark if equipment is leaking fuel, oil, hydraulic fluid, or any other hazardous material. Equipment shall be inspected and recorded in a log on a daily basis for leaks. If leaks are found, the equipment shall not be used and pulled from service until the leak is repaired.
- 5. All work areas, material access routes, and surrounding wetlands involved in the construction project shall be clearly delineated and marked in such a way that equipment operators do not operate outside of the marked areas.
- 6. Natural drainage patterns shall be maintained, to the extent practicable, without introducing ponding or drying.
- 7. During construction through project completion, project best management practices must be utilized that ensure that construction fill and sediments are restricted to project footprint.
- 8. Any disturbed ground and exposed soil not covered with fill must be stabilized and re-vegetated with endemic species, grasses, or other suitable vegetation in an appropriate manner to minimize erosion and sedimentation, so that a durable vegetative cover is established in a timely manner.

This certification expires five (5) years after the date the certification is signed. If your project is not completed by then and work under U.S. Army Corps of Engineers Permit will continue, you must submit an application for renewal of this certification no later than 30 days before the expiration date (18 AAC 15.100).

Date: June 12, 2019

James Rypkema, Program Manager
Storm Water and Wetlands

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: POA-2021-00144

Permittee's Name & Address (please print or type): Petersburg Indian Association		
Telephone Number:		
Location of the Work: 56.8104, -	132.9425	
Date Work Started:	Date Work Completed:	
PROPERTY IS INACCESSIBLE TO SCHEDULE AN INSPECTIONAT	WITHOUT PRIOR NOTIFICATION: YES NO ON PLEASE CONTACT	
	nk stabilization, residential or commercial filling, docks, dredging,	
Acreage or Square Feet of Impa	acts to Waters of the United States:	
	if applicable):	
	ermit (attach drawing(s) depicting the deviations):	
	ion (if applicable) was done in accordance with the limitations and ermit. Any deviations as described above are depicted on the	
	Signature of Permittee	
	Full Name of Permittee (printed or typed)	
	Date	