

PETERSBURG INDIAN ASSOCIATION



**CITY CREEK TRAIL
RECONSTRUCTION – PHASE II
~ 2023 ~**

CONTRACT DOCUMENTS & SPECIFICATIONS

Prepared By:
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November, 2023

CITY CREEK TRAIL RECONSTRUCTION PHASE II

PROJECT MANUAL INDEX

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**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II**

(I) INVITATION TO BID

INVITATION TO BID

Notice is hereby given that the Petersburg Indian Association will receive sealed bids for the CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II. The project generally consists rebuilding of 3,111' of existing trail with gravel to a new width of 8'. In addition 1,789' of elevated wooden boardwalk on steel pipe pile will be built along the 19' - 20' elevation tideline for improved viewing - replacing the same amount existing trail that will be abandoned. Two new 8' wide gravel trails will be built from Frederick Point Road down to the main trail. These trail lengths are approximately 447' and 637'.

The estimated construction cost for the base bid is between \$500,000 & \$1,000,000. All Work must be completed by December 31, 2024.

Sealed bids will be received by the Petersburg Indian Association, by US mail at Post Office Box 1410, Petersburg, Alaska 99833, OR hand delivered upstairs at the Elizabeth Peratrovich Building, 15 North 12th Street, Petersburg, Alaska, (Telephone 907-772-3636) until 2:00 p.m. prevailing time on Friday, January 5, 2024, at which time the bids will be publicly opened and read aloud in the Elizabeth Peratrovich Conference Room.

The Contract Documents may be obtained from the Petersburg Indian Association Office, located 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). Prospective bidders documents are required to sign the project bidders list to receive changes or addenda. All changes or addenda will be listed on the website. It is the Offeror's responsibility to ensure that they have received all Addenda affecting this Solicitation.

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. 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 Elizabeth Peratrovich Building, 15 North 12th Street, Petersburg, Alaska, on Thursday, December 14, 2023, at 2:00 PM in the PIA conference room. Attendance by teleconference will be available by calling 1-907-772-3636. 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; 11/30, 12/7, 12/14, 12/21, 12/28/23, 1/04/2024

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

(II) BIDDER'S CHECKLIST

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
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

(III) BID PROPOSAL

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

BASE BID PROPOSAL

Item No.	Pay Item Description	Pay Unit	Approx. Quantity	Unit Price	Amount
				Dollars	Dollars
1510.1	Mobilization	LS	All Req'd	Lump Sum	
7040.1	Main Trail – Wooden Walkway – Along Beach	LS	All Req'd	Lump Sum	
7040.2	Stream Crossings – Wooden Boardwalk	LS	All Req'd	Lump Sum	
7050.1	Main Trail – Gravel – Along Beach	LS	All Req'd	Lump Sum	
7050.2	Trail “A” – Gravel – To Frederick Pt Road	LS	All Req'd	Lump Sum	
7050.3	Trail “B” – Gravel – To Frederick Pt Road	LS	All Req'd	Lump Sum	
7060.1	6' Wide Concrete Stairs Between Sta. 44+98 & 45+43	LS	All Req'd	Lump Sum	
7070.1	Gravel Turnouts On Frederick Pt Road	LS	All Req'd	Lump Sum	
7085.1	Erosion & Sediment Control	LS	All Req'd	Lump Sum	
7530.1	Completed Project Clean Up	LS	All Req'd	Lump Sum	

TOTAL BID AMOUNT (In Figures):

\$ _____

TOTAL BID AMOUNT (In Words):

BIDDER NAME:

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

BID PROPOSAL
(CERTIFICATION)

TO: PETERSBURG INDIAN ASSOCIATION Date: _____,
NO. 12 SOUTH NORDIC DRIVE
POST OFFICE BOX 1410
PETERSBURG, ALASKA 99833

SUBJECT: Project Title: CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

Pursuant to and in compliance with subject Invitation to Bid, and other bid documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all work for the construction of the above referenced project in strict accordance with the bid documents at the prices established in the Bid Proposal, Pages BP-1 through BP-2 submitted herewith.

The bidder agrees, if awarded the contract, to commence and complete the work within the time specified in the bid documents.

The bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date of _____

Addenda No. _____ Date of _____

Addenda No. _____ Date of _____

Addenda No. _____ Date of _____

Enclosed is a Bid Bond in the amount of _____
(Dollar Amount or Percentage of Bid)

Type of Business Organization

The bidder, by checking the applicable box, represents that it operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, or () a joint venture. If a partnership or joint venture, identify all parties on a separate page.

Bidder/Company Name Alaska Contractor's License
Number: _____

Address of Bidder Employer's Tax Identification
Number: _____

Signature

Phone: _____
Name/Title

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

(IV) BID BOND

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as Principal and _____

_____ as Surety, are held and firmly bound unto the PETERSBURG INDIAN ASSOCIATION, as Owner in the penal sum of

_____ Dollars, for payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the PETERSBURG INDIAN ASSOCIATION, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for :

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II**

NOW, THEREFORE

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

- 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 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 being 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.

PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II

BID BOND

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

Principal

BY: _____

Surety

BY: _____

(SEAL)

Principal

Surety

PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II

(V) NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)
)
STATE OF ALASKA) ss.

I, _____ of _____

_____, being duly sworn, so depose and state:

That I, or the firm, association or corporation of which I am a member, a bidder on the contract to be awarded, by the PETERSBURG INDIAN ASSOCIATION for the construction of the certain construction project designated as:

CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

Located in Petersburg, Alaska

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

(Bidder)

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public _____

My Commission Expires: _____

PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL
RECONSTRUCTION ~ PHASE II

(VI) OWNER-CONTRACTOR AGREEMENT

PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

OWNER-CONTRACTOR AGREEMENT

AGREEMENT made as of the _____ day of _____ in 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
City Creek Trail Reconstruction ~ Phase II

Owner's Representative:

Chad Wright, Tribal Administrator
PETERSBURG INDIAN ASSOCIATION

The Owner and the Contractor agree as set forth below:

Article 1 The Contract Documents

The Contract Documents constitute the entire agreement between the Owner and the Contractor. The Contract Documents consist of the following:

PETERSBURG INDIAN ASSOCIATION,
CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

1. Owner - Contractor Agreement
2. Petersburg Borough Standard Specifications (CPSS), 2012, all inclusive.
3. CPSS Special Provisions
4. Supplemental Technical Specifications
5. City Creek Trail Reconstruction ~ Phase II, Project Manual all inclusive
6. City Creek Trail Reconstruction ~ Phase II, Design Drawings
7. Army Corp Permit - POA-2015-00214
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 Mechanic's 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 not later than November 30, 2024. Final Contract Completion shall be achieved not later than December 31, 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 Miscellaneous Provisions

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

This Agreement entered into as of the day and year written above.

OWNER: PETERSBURG INDIAN ASSOCIATION
P. O. Box 1410
Petersburg, Alaska 99833

Signed: _____

Title: _____

Date: _____

Notary's Acknowledgment:

Notary Public - State of Alaska
My Commission Expires: _____

SEAL

CONTRACTOR:

Signed: _____

Title: _____

Date: _____

Notary Public - State of Alaska
My Commission Expires: _____

Notary's Acknowledgment:

SEAL

END OF SECTION

PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

**(VII) CONTRACT PERFORMANCE AND PAYMENT
BONDS**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, a
(name of contractor)
_____ hereinafter called "Principal" and
(Corporation, Partnership, Individual)
_____ of _____, State of
_____ hereinafter called the "Surety " are held and firmly bound
(Surety)
Unto _____ of
_____ (Owner)
hereinafter called "Owner", in the penal sum of _____

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

THE 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:

CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

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 wise 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.

PERFORMANCE BOND – PAGE 2

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

(Surety)

ATTEST:

BY: _____
Attorney -in- fact

(Surety) Secretary

Address - Zip Code

(Affix SURETY'S SEAL)

Witness as to Surety

Address - Zip Code

Note: if principal is partnership, all partners must execute bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, a
(name of contractor)

_____ hereinafter called "Principal" and
(Corporation, Partnership, Individual)

_____ of _____, State of
(Surety)

_____ hereinafter called the "Surety " are held and firmly bound

unto Petersburg Indian Association hereinafter called "Owner", in the penal

sum of _____ dollars

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

THE 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

CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

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 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 wise 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.

PAYMENT BOND – PAGE 2

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

(Surety)
ATTEST: BY: _____
Attorney -in- fact

(Surety) Secretary

Address - Zip Code
(Affix SURETY'S SEAL)

Witness as to Surety

Address - Zip Code

Note: if principal is partnership, all partners must execute bond

PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION ~ PHASE II

(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 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 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.)



MINIMUM RATES OF PAY For Laborers and Mechanics

Effective September 1, 2023

Issue 47

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT
Wage and Hour

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September 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 September 1, 2023.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 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 latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet 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,

A handwritten signature in blue ink that reads "Catherine Muñoz".

Catherine Muñoz
Acting Commissioner

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

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

Sec. 36.05.080. Failure to pay agreed wages.

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

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

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

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

Sec. 36.05.900. Definition.

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

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

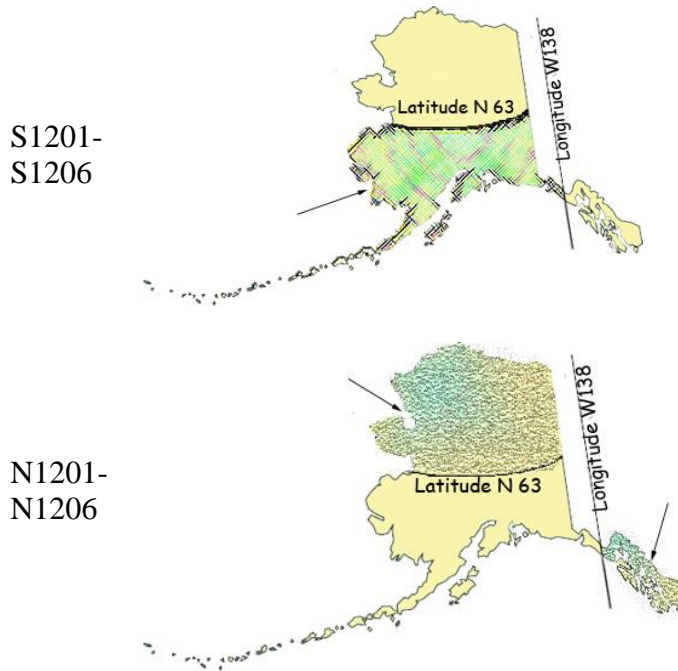
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 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 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

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

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

Requests made pursuant to the above should be addressed to:

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

EMPLOYMENT PREFERENCE INFORMATION

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

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

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

Anchorage

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

Email:
statewide.wagehour@alaska.gov

Juneau

PO Box 111149
Juneau, Alaska 99811
Phone: (907) 465-4842

Email:
statewide.wagehour@alaska.gov

Fairbanks

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

Email:
statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

*See per diem note on last page

A0101	Boilermaker (journeyman)	48.15	8.57	18.40	2.15	VAC	SAF	81.86
						4.25	0.34	

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.01	9.00	10.20	0.62	L&M		62.03
						0.20		

Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
Terrazzo Worker
Tile Setter

A0202	Tuck Pointer Caulker	42.01	9.00	10.20	0.62	L&M		62.03
						0.20		

Cleaner (PCC)

A0203	Marble & Tile Finisher	35.84	9.00	10.20	0.62	L&M		55.86
						0.20		

Terrazzo Finisher

A0204	Torginal Applicator	35.84	9.00	10.20	0.62	L&M		55.86
						0.20		

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	44.39	10.35	15.82	1.75	L&M	SAF	72.71
						0.20	0.20	

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	44.39	10.35	16.36	1.75	L&M	SAF	73.25
						0.20	0.20	

Lather/Drywall/Acoustical

Cement Masons

*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

Cement Masons
 *See per diem note on last page

							L&M	
A0401	Group I, including:	44.43	8.80	11.80	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							

A0402	Group II, including:	44.43	8.80	11.80	1.53	0.10		66.66
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Form Setter

							L&M	
A0403	Group III, including:	44.43	8.80	11.80	1.53	0.10		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)

							L&M	
A0404	Group IV, including:	44.43	8.80	11.80	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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Cement Masons
*See per diem note on last page

A0404	Group IV, including:	44.43	8.80	11.80	1.53		L&M 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							

Culinary Workers

A0501	Baker/Cook	29.95	7.53	8.83			LEG	46.31
A0503	General Helper	25.92	7.53	8.83			LEG	42.28
	Housekeeper							
	Janitor							
	Kitchen Helper							
A0504	Head Cook	29.95	7.53	8.83			LEG	46.31
A0505	Head Housekeeper	26.20	7.53	8.83			LEG	42.56
	Head Kitchen Help							

Dredgemen
*See per diem note on last page

A0601	Assistant Engineer	46.91	11.40	14.75	1.00		L&M 0.10 0.05	74.21
	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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Dredgemen
*See per diem note on last page

A0601	Assistant Engineer	46.91	11.40	14.75	1.00	L&M		74.21
	Electrical Generator Operator (primary pump/power barge/dredge)					0.10	0.05	
	Engineer							
	Welder							
A0602	Assistant Mate (deckhand)	45.65	11.40	14.75	1.00	L&M		72.95
						0.10	0.05	
A0603	Fireman	46.13	11.40	14.75	1.00	L&M		73.43
						0.10	0.05	
A0605	Leverman Clamshell	49.64	11.40	14.75	1.00	L&M		76.94
						0.10	0.05	
A0606	Leverman Hydraulic	47.74	11.40	14.75	1.00	L&M		75.04
						0.10	0.05	
A0607	Mate & Boatman	46.91	11.40	14.75	1.00	L&M		74.21
						0.10	0.05	
A0608	Oiler (dredge)	46.13	11.40	14.75	1.00	L&M		73.43
						0.10	0.05	

Electricians
*See per diem note on last page

A0701	Inside Cable Splicer	46.44	14.40	14.22	0.95	L&M		LEG	76.41
						0.25	0.15		
A0702	Inside Journeyman Wireman, including:	46.44	14.40	14.22	0.95	L&M		LEG	76.41
	Technicians (including use of drones in electrical construction)					0.25	0.15		
A0703	Power Cable Splicer	65.19	14.40	19.15	0.95	L&M		LEG	100.09
						0.25	0.15		
A0704	Tele Com Cable Splicer	52.53	14.40	17.98	0.95	L&M		LEG	86.26
						0.25	0.15		
A0705	Power Journeyman Lineman, including:	63.44	14.40	19.09	0.95	L&M		LEG	98.28
	Power Equipment Operator								
	Technician (including use of drones in electrical construction)					0.25	0.15		
A0706	Tele Com Journeyman Lineman, including:	50.78	14.40	17.92	0.95	L&M		LEG	84.45
	Technician (including use of drones in telecommunications construction)					0.25	0.15		
	Tele Com Equipment Operator								

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Electricians
*See per diem note on last page

A0707	Straight Line Installer - Repairman	50.78	14.40	17.92	0.95	L&M	LEG	84.45
A0708	Powderman	61.44	14.40	19.03	0.95	L&M	LEG	96.22
A0710	Material Handler	28.07	14.02	5.84	0.15	L&M	LEG	48.38
A0712	Tree Trimmer Groundman	31.78	14.40	14.30	0.15	L&M	LEG	60.93
A0713	Journeyman Tree Trimmer	40.71	14.40	14.57	0.15	L&M	LEG	70.13
A0714	Vegetation Control Sprayer	44.26	14.40	14.68	0.15	L&M	LEG	73.79
A0715	Inside Journeyman Communications CO/PBX	46.44	14.40	14.22	0.95	L&M	LEG	76.41

Elevator Workers
*See per diem note on last page

A0802	Elevator Constructor	46.08	16.07	20.56	0.70	L&M	VAC	89.52
A0803	Elevator Constructor Mechanic	65.83	16.07	20.56	0.70	L&M	VAC	111.46

Heat & Frost Insulators/Asbestos Workers
*See per diem note on last page

A0902	Asbestos Abatement-Mechanical Systems	41.35	9.24	11.12	1.50	IAF	LML	63.40
A0903	Asbestos Abatement/General Demolition All Systems	41.35	9.24	11.12	1.50	IAF	LML	63.40
A0904	Insulator, Group II	41.35	9.24	11.12	1.50	IAF	LML	63.40
A0905	Fire Stop	41.35	9.24	11.12	1.50	IAF	LML	63.40

IronWorkers
*See per diem note on last page

A1101	Ironworkers, including:	42.99	10.16	26.45	0.77	L&M	IAF	80.81
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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IronWorkers
 *See per diem note on last page

						L&M	IAF	
A1101	Ironworkers, including:	42.99	10.16	26.45	0.77	0.20	0.24	80.81
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
A1102	Helicopter	43.99	10.16	26.45	0.77	0.20	0.24	81.81
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
A1103	Fence/Barrier Installer	39.49	10.16	26.45	0.77	0.20	0.24	77.31

						L&M	IAF	
A1104	Guard Rail Layout Man	40.23	10.16	26.45	0.77	0.20	0.24	78.05

						L&M	IAF	
A1105	Guard Rail Installer	40.49	10.16	26.45	0.77	0.20	0.24	78.31

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
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							

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

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							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
N1202	Group II, including:	37.00	9.55	21.16	1.65	0.30	0.20	69.86
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

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

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

N1202 Group II, including:	37.00	9.55	21.16	1.65	L&M 0.30	LEG 0.20	69.86
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- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

N1203 Group III, including:	37.90	9.55	21.16	1.65	L&M 0.30	LEG 0.20	70.76
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- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

N1204 Group IIIA	41.78	9.55	21.16	1.65	L&M 0.30	LEG 0.20	74.64
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)

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

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	
S1201	Group I, including:	36.00	9.55	21.16	1.65	0.30	0.20	68.86

- 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

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

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

*See 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	
S1202	Group II, including:	37.00	9.55	21.16	1.65	0.30	0.20	69.86

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier

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

Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S1202	Group II, including:	37.00	9.55	21.16	1.65	L&M	LEG	69.86
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- 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

S1203	Group III, including:	37.90	9.55	21.16	1.65	L&M	LEG	70.76
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- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

S1204	Group IIIA	41.78	9.55	21.16	1.65	L&M	LEG	74.64
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- 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)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

S1204	Group IIIA	41.78	9.55	21.16	1.65	L&M	LEG	74.64
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Traffic Control Supervisor, DOT Qualified

S1205	Group IV	25.57	9.55	21.16	1.65	L&M	LEG	58.43
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Final Building Cleanup
Permanent Yard Worker

S1206	Group IIIB	47.36	5.50	21.16	1.65	L&M	LEG	76.17
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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

Millwrights

*See per diem note on last page

A1251	Millwright (journeyman)	51.38	10.35	12.87	1.10	L&M		76.15
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A1252	Millwright Welder	52.38	10.35	12.87	1.10	L&M		77.15
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Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	37.83	9.77	15.10	1.08	L&M		63.85
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Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

N1302	Group II, including:	38.35	9.77	15.10	1.08	L&M		64.37
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Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region I (North of N63 latitude)
 *See per diem note on last page

N1302	Group II, including:	38.35	9.77	15.10	1.08		L&M 0.07	64.37
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							

N1304	Group IV, including:	42.24	9.77	18.21	1.05		0.05	71.32
	Glazier							
	Storefront/Automatic Door Mechanic							

N1305	Group V, including:	39.86	9.77	5.00	1.10		0.10	55.83
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

N1306	Group VI, including:	70.00	10.79	5.00	1.10		0.10	86.99
	Traffic Control Striper							

Painters, Region II (South of N63 latitude)
 *See per diem note on last page

S1301	Group I, including :	34.47	9.77	16.45	1.08		L&M 0.07	61.84
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							

S1302	Group II, including :	35.72	9.77	16.45	1.08		L&M 0.07	63.09
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region II (South of N63 latitude)
 *See per diem note on last page

S1303	Group III, including :	35.72	9.77	16.45	1.08		L&M 0.07	63.09
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							

S1304	Group IV, including:	42.45	9.77	17.25	1.08		L&M 0.07	70.62
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	39.86	9.77	5.00	1.10		L&M 0.10	55.83
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

S1306	Group VI, including:	70.00	10.79	5.00	1.10		0.10	86.99
	Traffic Control Striper							

Piledrivers
 *See per diem note on last page

A1401	Piledriver	44.39	10.35	15.82	1.75		L&M 0.20	IAF 0.20	72.71
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

A1402	Piledriver-Welder/Toxic Worker	45.39	10.35	15.82	1.75		L&M 0.20	IAF 0.20	73.71
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A1403	Remotely Operated Vehicle Pilot/Technician	48.70	10.35	15.82	1.75		L&M 0.20	IAF 0.20	77.02
	Single Atmosphere Suit, Bell or Submersible Pilot								

A1404	Diver (working) **See note on last page	88.50	10.35	15.82	1.75		L&M 0.20	IAF 0.20	116.82
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Piledrivers
*See per diem note on last page

A1405	Diver (standby) **See note on last page	48.70	10.35	15.82	1.75	L&M	IAF	77.02
A1406	Dive Tender **See note on last page	47.70	10.35	15.82	1.75	L&M	IAF	76.02
A1407	Welder (American Welding Society, Certified Welding Inspector)	49.95	10.35	15.82	1.75	L&M	IAF	78.27

Plumbers, Region I (North of N63 latitude)
*See per diem note on last page

N1501	Journeyman Pipefitter	46.86	12.00	18.20	1.75	L&M	S&L	80.01
	Plumber							
	Welder							

Plumbers, Region II (South of N63 latitude)
*See per diem note on last page

S1501	Journeyman Pipefitter	41.00	12.38	15.27	1.55	L&M		70.40
	Plumber							
	Welder							

Plumbers, Region IIA (1st Judicial District)
*See per diem note on last page

X1501	Journeyman Pipefitter	43.50	14.17	11.75	2.95	L&M		72.61
	Plumber							
	Welder							

Power Equipment Operators
*See per diem note on last page

A1601	Group I, including:	47.74	11.40	14.75	1.00	L&M		75.04
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Belcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							

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

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)							

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

Power Equipment Operators								
*See per diem note on last page								

		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							

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

Power Equipment Operators								
*See per diem note on last page								

A1603	Group II, including:	46.91	11.40	14.75	1.00	L&M		74.21
	Sideboom (cradling rock drill, regardless of size)					0.10	0.05	
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							

A1604	Group III, including:	46.13	11.40	14.75	1.00	L&M		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							

A1605	Group IV, including:	39.42	11.40	14.75	1.00	L&M		66.72
	Crane Assistant Engineer/Rig Oiler					0.10	0.05	
	Drill Helper							
	Parts & Equipment Coordinator							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Power Equipment Operators
 *See per diem note on last page

		L&M						
A1605	Group IV, including:	39.42	11.40	14.75	1.00	0.10	0.05	66.72
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

Roofers
 *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

Sheet Metal Workers, Region I (North of N63 latitude)
 *See per diem note on last page

		L&M						
N1801	Sheet Metal Journeyman	51.93	12.55	15.86	1.80	0.12		82.26
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

Sheet Metal Workers, Region II (South of N63 latitude)
 *See per diem note on last page

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Sheet Metal Workers, Region II (South of N63 latitude)

*See per diem note on last page

							L&M	
S1801	Sheet Metal Journeyman	47.05	12.55	14.90	2.01	0.43		76.94
	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

							L&M	
A1901	Sprinkler Fitter	54.01	11.45	18.25	0.52	0.25		84.48

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
A2002	Party Chief	50.69	12.48	13.64	1.20	0.10		78.11
A2003	Line & Grade Technician/Office Technician/GPS, Drones	47.94	12.48	13.64	1.20	0.10		75.36
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	45.69	12.48	13.64	1.20	0.10		73.11

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Surveyors
*See per diem note on last page

A2006	Chain Person (for crews with more than 2 people)	41.09	12.48	13.64	1.20		L&M 0.10	68.51
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Truck Drivers
*See per diem note on last page

A2101	Group I, including:	46.84	12.48	13.64	1.20		L&M 0.10	74.26
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
- 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	12.48	13.64	1.20		L&M 0.10	75.61
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- 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)

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

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

Truck Drivers
 *See per diem note on last page

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

A2104 Group III, including:	44.64	12.48	13.64	1.20			L&M 0.10	72.06
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- 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)

A2105 Group IV, including:	44.02	12.48	13.64	1.20			L&M 0.10	71.44
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- 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

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

Truck Drivers
 *See 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							

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

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 *See per diem note on last page

N2201	Group I, including:	39.60	9.55	21.16	1.65	0.30	0.20	72.46
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- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

N2202	Group II, including:	40.70	9.55	21.16	1.65	0.30	0.20	73.56
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- Burning & Cutting Torch
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Concrete Laborer
- Floor Preparation, Core Drilling
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

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

N2204	Group IIIA, including:	45.96	9.55	21.16	1.65	0.30	0.20	78.82
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- 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
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- 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

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

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

S2201	Group I, including:	39.60	9.55	21.16	1.65	L&M	LEG	72.46
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- Brakeman
- Mucker
- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

S2202	Group II, including:	40.70	9.55	21.16	1.65	L&M	LEG	73.56
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- 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

S2203	Group III, including:	41.69	9.55	21.16	1.65	L&M	LEG	74.55
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- Miner
- Retimberman

S2204	Group IIIA, including:	45.96	9.55	21.16	1.65	L&M	LEG	78.82
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- 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	L&M	LEG	80.91
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- 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)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 *See per diem note on last page

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

Tunnel Workers, Power Equipment Operators
 *See per diem note on last page

A2207	Group I	52.51	11.40	14.75	1.00		L&M		
							0.10	0.05	79.81
A2208	Group IA	54.60	11.40	14.75	1.00		L&M		
							0.10	0.05	81.90
A2209	Group II	51.60	11.40	14.75	1.00		L&M		
							0.10	0.05	78.90
A2210	Group III	50.74	11.40	14.75	1.00		L&M		
							0.10	0.05	78.04
A2211	Group IV	43.36	11.40	14.75	1.00		L&M		
							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.

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

Shipyards 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 Shipyards 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
Shipyards Workers *See 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	84.84
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.

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

(IX) CPSS SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL INFORMATION

1. 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: There is **NO** Bid Preference for Residents 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 of 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

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION
PHASE II**

(X) SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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 Supplemental Technical Specifications work in conjunction with the CPSS. These Supplemental Technical Specifications take precedence over the CPSS if there is a conflict between the two. 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.

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION PHASE II**

INDEX TO SUPPLEMENTAL TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS	No. of Pages
DIVISION 10 - GENERAL REQUIREMENTS	
1010 Summary of Work	2
1015 Measurement and Payment	3
1510 Mobilization	1
DIVISION 20 – SITEWORK	
2015 Crushed Gravel Trail Surface	2
2016 6” & 12” Minus Pit Run Shotrock	1
2714 Filter Cloth	2
DIVISION 65 – CONSTRUCTION SURVEYS	
6503 Construction Surveying	2
DIVISION 70 – MISCELLANEOUS	
7040 Wooden Boardwalk	2
7050 Gravel Trail	1
7060 Concrete Stairs	2
7070 Gravel Turnouts	1
7085 Erosion & Sediment Control	2
DIVISION 75 – LANDSCAPING IMPROVEMENTS	
7530 Final Cleanup City Creek Trail Reconstruction Phase II.	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 reconstructing approximately 3,111' of the existing trail with gravel to a new width of 8'. In addition, 1,789' of the new elevated wooden boardwalk on a steel pipe pile will be built along the 19' - 20' elevation tideline for improved viewing - replacing the same amount of existing trail that will be abandoned. Two new 8' wide gravel trails will be built from Frederick Point Road down to the main trail. These trail lengths are approximately 447' and 637'.

1.3 SITE OF THE WORK

- A. The site of the WORK is located in Petersburg, Alaska, just east of the Sandy Beach Recreation Area at the intersection of Sandy Beach Road and Haugen Drive.

1.4.1 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:

<u>WORK DESCRIPTION</u>	<u>COMPLETION DATE</u>
Substantial Completion for all Work	November 30, 2024
Final Completion for All WORK under the Contract Documents	December 31, 2024

1.5 CONTRACT METHOD

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

SECTION 1010 - SUMMARY OF WORK

1.6 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall be limited to its construction operations, including on-site storage of materials. Contractor will be provided with a staging area at the two new gravel turnouts located on Frederick Point Road. This area will be designated on the ground by the engineer. Security of both the project and staging area is the contractor's responsibility. These areas will be delineated from the road by safety signage. The Contractor is responsible for protecting and securing project materials until installation.

1.7 PUBLIC USE OF THE PROJECT SITE

- A. The PUBLIC is closed from the construction site during the entire period of construction. All safety signage will be provided by the CONTRACTOR. The CONTRACTOR shall not impede the flow of traffic on Frederick Point Road and shall provide all safety signage or flagmen on the road when traffic blockage is possible. The CONTRACTOR will cooperate and coordinate with Petersburg Borough to facilitate public operations and minimize interference with the CONTRACTOR's operations at the same time.

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 as 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 through 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.

SECTION 1015 – MEASUREMENT & PAYMENT

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.
- 7.1 MEASUREMENT FOR PAYMENT, MAIN TRAIL – WOODEN WALKWAY – ALONG BEACH (Pay Item No. 7040.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for MAIN TRAIL – WOODEN WALKWAY – ALONG BEACH 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 boardwalk, stairs to the beach, and retaining walls needed during this portion of the project.
 - 7.2 MEASUREMENT FOR PAYMENT, STREAM CROSSING – WOODEN BOARDWALK (Pay Item No. 7040.2) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for STREAM CROSSING – WOODEN BOARDWALK shall be 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 boardwalk, and retaining wall needed during this portion of the project.
 - 7.3 MEASUREMENT FOR PAYMENT, MAIN TRAIL – GRAVEL – ALONG BEACH (Pay Item No. 7050.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for MAIN TRAIL – GRAVEL – ALONG BEACH shall be 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 gravel trail needed during this portion of the project.
 - 7.4 MEASUREMENT FOR PAYMENT, TRAIL “A” – GRAVEL – TO FREDERICK PT RD (Pay Item No. 7050.2) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for TRAIL “A” – GRAVEL – TO FREDERICK PT RD shall be 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 gravel trail needed during this portion of the project.
 - 7.5 MEASUREMENT FOR PAYMENT, TRAIL “B” – GRAVEL – TO FREDERICK PT RD (Pay Item No. 7050.3) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for TRAIL “B” – GRAVEL – TO FREDERICK PT RD shall be 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 gravel trail needed during this portion of the project.
 - 7.6 MEASUREMENT FOR PAYMENT, 6’ WIDE CONCRETE STAIRS BETWEEN STA. 44+98 & 45+43 (Pay Item No. 7060.1) PRICE BASED ON LUMP SUM.
 - A. Measurement for payment for MEASUREMENT FOR PAYMENT, 6’ WIDE CONCRETE STAIRS BETWEEN STA. 44+98 & 45+43 shall be 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 stairs need during this portion of the project.

SECTION 1015 – MEASUREMENT & PAYMENT

7.7 MEASUREMENT FOR PAYMENT, GRAVEL TURNOUTS ON FREDERICK PT ROAD (Pay Item No. 7070.1) PRICE BASED ON LUMP SUM.

- A. Measurement for payment for GRAVEL TURNOUTS ON FREDERICK PT ROAD 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 turnouts, and culverts needed during this portion of the project.

7.8 MEASUREMENT FOR PAYMENT OF EROSION AND SEDIMENT CONTROL (Pay Item No. 7085.1) PRICE PER LUMP SUM.

- 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 materials 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 City Creek Trail Reconstruction Phase II ~ 2023 work as Lump Sum – All Required, Pay Unit, complete, all in accordance with the requirements of the Contract Documents and as shown on the Plans. This includes all labor, equipment, and materials needed for the work as shown on the plans and specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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)

END OF SECTION

SECTION 0215 - 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 area and trails.

PART 2- PRODUCTS

2.1 MATERIAL (CRUSHED AGGREGATE)

- A. Aggregate 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
1/2	100
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.

SECTION 0215 - CRUSHED AGGREGATE

- C. 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.
- D. 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 that becomes segregated shall be removed and replaced with a satisfactory mixture or shall be remixed to the required gradation.
- E. 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.
- F. 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.
- G. Blading, rolling, and tamping shall continue until the surface is smooth and free from waves and irregularities. If at any time the mixture is excessively moistened, it shall be aerated by means of blade graders, harrows, or other approved equipment, until the moisture content is such that the surface can be recompacted and finished as above.
- H. 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 the established grade. Additionally, the algebraic average of all deviations from the established grade of the finished crushed aggregate course surface elevations taken at 50-foot intervals shall be less than 0.2 feet.

END OF SECTION

SECTION 2015 – 6” & 12” MINUS PIT RUN SHOTROCK

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 6” or 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 engineer with the location of the rock pit to be used on this project.

PART 2 – PRODUCTS

- A. 6” or 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 with 3 passes using a vibratory plate compactor rated at a minimum of 2300 pounds of impact pressure.

END OF SECTION

SECTION 2714 – FILTER CLOTH

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, material, tools, and equipment necessary for furnishing and installing filter cloth in accordance with the plans or as directed by the ENGINEER.

1.2 SUBMITTALS

- A. Product data and material certification for each type of filter cloth incorporated into the WORK.

PART 2 - PRODUCTS

2.1 CLOTH

- A. Filter cloth shall be composed of needle punched nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Cloth is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Cloth shall meet AASHTO M288 Class 3 for Elongation > 50%.
- B. Cloth shall be MIRAFLI 140N or approved equal.

2.2 SHIPMENT AND STORAGE.

During all periods of shipment and storage, the cloth shall be protected from direct sunlight, ultraviolet rays, temperatures greater than 140° F, mud, dirt, dust, and debris. The cloth shall be wrapped in a heavy-duty protective covering.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. Filter cloth shall be placed in the manner and at the locations shown on the plans or as directed by the ENGINEER. At the time of installation, cloth shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.
- B. The surface upon which the filter cloth is to be placed shall be free of projections or depressions, and rocks, roots, and other sharp objects which may cause the filter cloth to be punctured. The filter cloth shall be placed without stretching and shall lie smoothly in contact with the soil surface. When overlapping of strips is necessary, the joints shall be overlapped a minimum of 12 inches. End overlaps shall be made in the direction of flow.

SECTION 2714 – FILTER CLOTH

- C. The cloth shall be protected at all times during construction from contamination or from damage during its installation or during placement of subsequent covering; contaminated or damaged cloth shall be replaced at the CONTRACTOR's expense, or if the ENGINEER permits, torn fabric may be patched. The aggregate material shall be cleaned from the fabric, and the torn area shall be overlain with fabric with a minimum three-foot overlap around the edges of the torn area. Care shall be taken that the patch remains in place when material is placed over the affected area.

- D. Following placement of the fabric on the prepared surface, material of the type shown on the plans shall be carefully placed to prevent tearing, ripping or moving the fabric from its design location. At no time shall equipment operate on the unprotected fabric. The material shall be spread in the direction of the fabric overlap. Special care shall be taken to maintain a proper overlap and fabric continuity.

**END OF
SECTION**

**FILTER CLOTH
Page 02714-2**

SECTION 06503 – CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK will include all the survey work necessary to locate and construct the gravel trails, wooden boardwalk, stairs, and parking lots. In general, the project location follows the existing gravel trail. Stream crossings will be located by flagging placed by the ENGINEER. The ENGINEER will flag the start and end of the wooden boardwalk. The ENGINEER will set the intermediate flagging for the general boardwalk location. The two new trails leading down from Frederick Point Road to the existing trail will be flagged by the ENGINEER. The contractor will maintain the grades specified for these new trails and install turnouts as shown on the plans. The general location and shape of the new trails will be similar to the site plans. Elevations for the wooden boardwalk and gravel trails will follow the details shown on the plans. In general, the ENGINEER will place the flagging up once but may be consulted by the CONTRACTOR during the contract with questions concerning location.
- B. 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.
- C. 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 the 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.

SECTION 06503 – CONSTRUCTION SURVEYING

- 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 necessary to complete the project.
- I. The CONTRACTOR's field books shall be available for inspection by the ENGINEER at any time.
- J. 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.
- K. 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.

END OF SECTION

**CONSTRUCTION SURVEYING
PAGE-06503-2**

SECTION 07040 – WOODEN BOARDWALK

PART 1 - GENERAL

1.1 DESCRIPTION.

The Work under this Section includes providing all labor, materials, tools and equipment necessary for constructing the raised wooden boardwalk, in conformance with the Plans and Specifications.

1.2 SUBMITTALS.

Submittals shall be supplied to the engineer for approval of all materials to be used. Two weeks lead time will be provide the engineer for approval.

PART 2 - PRODUCTS

2.1 WOODEN BOARDWALK MATERIALS

A. Hardware:

- all hardware galvanized as per ASTM 153
- nails shall be 16d common - decking
- bolts ASTM A307
- nuts ASTM A563 or ASTM A194 grade 2H
- washers (flat or beveled) ASTM f436

B. Galvanizing treatment: all nails, bolts, nuts, and washers, shall be hot-dipped galvanized per ASTM A153. Steel connectors may also be galvanized per ASTM A653 (Zmax-G185)

C. Steel pipe & piling: 1-1/2" Ø schedule 40, A500, galvanized

D. Wood timbers:

Materials: sawn lumber shall be preservative-treated, hem-fir no. 2 or better. All timbers shall be S4S finished.

E. Preservative-treatment: ACZA or CCA to 0.60 retention, lp-22. Treat per awpa section C2 for 'soil and freshwater use'. Use best management practices for use in aquatic environments as per WWPI. All treatments will be compatible with galvanized hardware or if required use stainless steel fasteners. Treat all cuts as per AWWPA standards or 1 coat of preservative.

F. Joist tie-down straps: Simpson Strong Tie (or approved equal), #LTS 12. Tie-down straps will be galvanized.

G. Beam saddles: Chance Civil Construction, walkway support bracket, #C110-0682, hot dip galvanized, or approved equal.

H. Pile driving: piling will be driven to refusal by hand or machine. If hand-driven, a minimum of a 50-pound slide hammer dropping 3' will be acceptable. If machine-driven, a minimum energy rating of 300 foot/pounds is required. Gas engine-powered post driver or 90-pound pavement breaker or jackhammer class is acceptable. Refusal is defined as more than 20 blows to the inch with a slide hammer. Refusal is defined as no visible movement with a machine.

SECTION 07040 – WOODEN BOARDWALK

- I. Required documentation:
Contractor will provide the engineer with all material list, manufacturer information and cut sheets of all materials prior to ordering. Engineer's approval is required before proceeding with ordering materials and supplies. The engineer will need two weeks lead time before approve/disapprove construction materials.

2.3 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle materials will be such that the stockpiles will not interfere with the operation of traffic and public access.

PART 3 - EXECUTION

3.1 The Contractor shall construct boardwalk in such a way as to progress in an orderly manner toward completion of the project.

- A. New trail may be field located within 10' either side of the survey line that is staked in the field. The trail location will vary due to routing around muskeg holes, trees, aesthetics, and maintaining a grade less than 5%.
- B. New trail horizontal alignment runs must be greater than 24' in length. This will provide for easier pedestrian walking without short changes of direction.
- C. New trail vertical alignment runs of the same grade will be as long as possible but greater than 16'. Any grade changes greater than 1% will have a transition run of 0% before the next grade change. This will provide for easier pedestrian walking without short grade changes. The wooden boardwalk will be constructed as close to the ground as possible but ideally no greater than deck 30" above existing ground. Recommend use of a string line for vertical alignment layout.
- D. The surrounding area will be protected during the construction of the trail. Plywood panels 3/4" thick will be used in areas of construction for machinery, ATVs, and workers as staging area to protect the area. Plywood panels will be removed within a week to keep plants underneath from dying.

END OF SECTION

**WOODEN BOARDWALK
PAGE-07040-2**

SECTION 07050 – GRAVEL TRAILS

PART 1 - GENERAL

1.2 DESCRIPTION

- A. The Work under this Section includes providing all labor, materials, tools and equipment necessary for constructing the gravel trail, in conformance with the Plans and Specifications in accordance with these specifications and in reasonably close conformity with the lines, grades, details, and locations shown on the plans or established by the ENGINEER.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Geofabric as per Section 02222.
- B. Crushed gravel as per Section 02017

PART 3 - EXECUTION

- 3.1 The Contractor shall construct a gravel trail in such a way as to progress in an orderly manner toward the completion of the project.
 - A. New trail may be field located within 10' on either side of the survey line that is staked in the field. The trail location will vary due to routing around muskeg holes, trees, aesthetics, and maintaining a grade less than 5%.
 - B. Clean crushed rock and shotrock fill will be used in this project.
 - C. Clear & cut small trees and brush to ground level before installing geofabric. Try to save large trees and locate trail around these trees.
 - D. Finished centerline grade not to exceed 5%. Cut high spots and fill low spots to provide a smooth profile. Finished surface cross slope n.t.e 3%.
 - E. Use construction mats to carry construction equipment & workers to prevent ground disturbance on the area around trail.

END OF SECTION

SECTION 07060- CONCRETE STAIRS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools, and equipment necessary to construct the concrete stairs that are located generally between station 44+95 & 45+43 necessary for the completion of the Project in conformance with the Plans and Specifications. In accordance with these specifications and in reasonably close conformity with the lines, grades, details, and locations shown on the plans or established by the ENGINEER.
- B. The WORK shall include the prefabrication of the concrete stairs, all necessary excavation and shotrock fill & bedding gravel, and placement and alignment of the concrete stairs.

PART 2 - PRODUCTS

2.1 CONCRETE STAIR MATERIALS

- A. Cast-in-place concrete
Concrete mixtures: conform to ACI 301 Sec. 4 "Concrete Mixtures"
And meet the following requirements:
 - 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
- B. Reinforcing steel: grade 60 steel per ASTM A 615

2.3 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle materials such that no damage will be done during transit, storage, and placement.

PART 3 - EXECUTION

- 3.1 The contractor shall prefabricate concrete stair panels off the project side.
 - A. Final location, beginning & ending points of the stairway will be determined in the field.
 - B. Stairs may not be continuous - short lengths of gravel trail may be intermixed, built to typical gravel trail detail.
 - C. Maximum of 25 concrete stair panels will be needed.

SECTION 07060- CONCRETE STAIRS

- D. The surrounding area will be protected during the construction of the stairs. Plywood panels 3/4" thick will be used in areas of construction for machinery, ATVs, and workers as staging area to protect the area. Plywood panels will be removed within a week to keep plants underneath from dying.

**END OF
SECTION**

**CONCRETE STAIRS
PAGE-07060-2**

SECTION 07070 - GRAVEL TURNOUTS ON FREDERICK PT ROAD

PART 1 - GENERAL

1.3 DESCRIPTION

- A. The Work under this Section includes providing all labor, materials, tools, and equipment necessary for constructing the gravel turnouts, in conformance with the Plans and Specifications in accordance with these specifications and in reasonably close conformity with the lines, grades, details, and locations shown on the plans or established by the ENGINEER.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Shotrock as per Section 02015.
- B. Crushed gravel as per Section 02017
- C. Storm drain culvert as per Section 05502

PART 3 - EXECUTION

- 3.1 The Contractor shall construct gravel turnouts in such a way as to progress in an orderly manner toward the completion of the project.
 - A. New gravel turnouts on Frederick Point Road will require the engineer's approval for the final location.
 - B. Clean crushed rock and shotrock fill will be used in this project.
 - C. Clear area under new turnout of existing brush & trees (minus 8"Ø) may be cut & left on the ground & covered with shotrock fill. Larger trees will be decked at the toe of the new shotrock fill.
 - D. Finished cross slope grade not to exceed 2%.
 - E. Blend to existing Frederick Point Road for a smooth transition.
 - F. Turnout at Trail "A" needs the existing 18"Ø steel culvert to be extended beyond the toe of fill with similar type of culvert, connect culverts with appropriate joining banding material.

END OF SECTION

**GRAVEL TURNOUTS
PAGE-07070-1**

SECTION 07085 – EROSION & SEDIMENT CONTROL

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. This project will 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 to 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 for preparing, submitting, 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 completion of work, the CONTRACTOR shall clean and remove all silt and debris from the settling pond and check dams.

SECTION 07085 – EROSION & SEDIMENT CONTROL

- 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.

END OF SECTION

SECTION 07530 – 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 City Creek Trail 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. that were constructed during this contract.

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 City Creek Trail 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 regrading of the stockpile areas, disposal of waste material from the project to approved waste sites.

END OF SECTION

**PETERSBURG INDIAN ASSOCIATION
CITY CREEK TRAIL RECONSTRUCTION
PHASE II**

(XI) PERMITS



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

July 22, 2022

Regulatory Division
POA-2015-00214

Stephanie Payne
Petersburg Borough
P.O. Box 329
Petersburg, Alaska 99833

Dear Ms. Payne:

This is in response to your May 30, 2022, application, on behalf of the Petersburg Borough, for a Department of the Army (DA) permit, to discharge approximately 1,277 cubic yards of gravel fill material into 0.41-acre of wetlands to expand and upgrade the existing City Creek Trail. The project will also include the construction of 2,310 linear feet of raised boardwalks to complete the trail reconstruction. The boardwalk placement is not regulated by the U.S. Army Corps of Engineers (USACE). It has been assigned file number POA-2015-00214, Frederick Sound, which should be referred to in all future correspondence with this office. The project site is located within Section 35, T. 58 S., R. 79 E., Copper River Meridian; Starting at Latitude 56.8037° N., Longitude 132.9156° W.; Ending at Latitude: 56.8003° N., Longitude: 132.8957° W.; Petersburg Borough, Sandy Beach Recreation Area, in Petersburg, Alaska.

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

Based upon the information and plans you provided; we hereby verify that the work described above, which will be performed in accordance with the enclosed plan (sheets 1-5), dated May 16, 2022, is authorized by Nationwide Permit (NWP) No. 14, Linear Transportation Projects. Enclosed is a copy of the Regional and General Conditions. These documents, along with NWP No. 14, are also available on our website at: www.poa.usace.army.mil/Missions/Regulatory/Permits/Nationwide-Permits/. Regional Conditions D – Site Revegetation for Projects with Ground Disturbing Activities, E – Delineation of Project Footprint, and F – Maintenance of Hydrology Patterns apply to your project. You must comply with all terms and conditions associated with NWP No. 14.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to our office.

Unless this NWP is modified or revoked, it expires on March 14, 2026. If you commence or are under contract to commence this activity before the date that the NWPs are modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWPs to complete the activity under the present terms and conditions of these nationwide permits. It is incumbent upon you to remain informed of the changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at Kerri.C.Hancock@usace.army.mil, by mail at the address above, by phone at (907) 753-2719, or toll free from within Alaska at (800) 478-2712, if you have questions. For more information about the Regulatory Program, please visit our website at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

A handwritten signature in black ink that reads "Kerri Hancock". The signature is written in a cursive style with a large, looped "D" at the end of the last name.

Kerri Hancock
Regulatory Specialist

Enclosures

ENCLOSURE



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2015-00214

Name of Permittee: Petersburg Borough, POC: Stephanie Payne

Date of Issuance: July 22, 2022

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Ms. Kerri Hancock at Kerri.C.Hancock@usace.army.mil, or the following address:

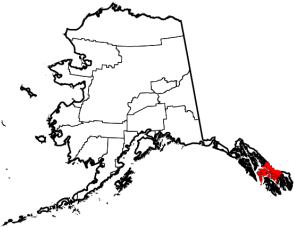
U.S. Army Corps of Engineers
Alaska District
Regulatory Division
Post Office Box 6898
JBER, Alaska 99506-0898

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



POA-2015-00214, City Creek Trail Reconstruction #2
 Petersburg Borough
 Lat: 56.80231 N., Long: 132.90235 W.
 May 16, 2022
 Sheet 1 of 5



LOCATIONS OF BOARDWALK



RECONSTRUCTION OF EXISTING TRAIL AND NEW BOARDWALK LOCATIONS AND LENGTHS

RECONSTRUCTED TRAIL

0+00	6+50	650'	RECONSTRUCTION EXISTING TRAIL
29+60	47+20	1760'	RECONSTRUCTION EXISTING TRAIL
		2410'	TOTAL RECONSTRUCTION EXISTING TRAIL

PROPOSED BOARDWALK TRAIL

6+50	29+60	2310'	NEW BOARDWALK TRAIL
		2310'	TOTAL NEW BOARDWALK TRAIL

PROPOSED NEW GRAVEL TRAILS

0+00	4+75	475'	NEW GRAVEL TRAIL #1
0+00	5+60	560'	NEW GRAVEL TRAIL #2
		1035'	TOTAL NEW GRAVEL TRAILS

NOTE: THE AREA IMPACTED OF CLASSIFIED WETLANDS FOR NEW CONSTRUCTION OF THE 1035 FEET OF TRAILS WHICH ARE 8' WIDE WITH 1:1 SIDE SLOPES, AND 2' OF GRAVEL FILL WILL BE 0.29 ACRES.
 CALCULATION: (12')(1035')/43,560 = 0.29 ACRES

TRAIL RECONSTRUCTION #2

IN: PETERSBURG, ALASKA
 APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOC, INC.
 DATE: MAY 15, 2022

- NOTES:**
- PURPOSE: THE RECONSTRUCTION OF CITY CREEK TRAIL. WHERE POSSIBLE THE EXISTING TRAIL WILL BE UPGRADED FOR ADA (AMERICANS WITH DISABILITIES ACT) COMPLIANCE, MAKING IT ACCESSIBLE TO A GREATER VERSITY OF PEOPLE. TOTAL - 5755 FEET OF TRAIL.
 - TWO 8' WIDE NEW GRAVEL TRAILS (475' AND 560') WILL PROVIDE ADA ACCESS TO FREDERICK POINT ROAD.
 - TWO TYPES OF TRAIL RECONSTRUCTION WILL BE USED. (a) GRAVEL TRAIL WITH A WIDTH OF 8 FEET MAX LINEAR SLOPE 5% OR LESS, WITH SIDE SLOPES 1:1, 2 FEET FILL. (b) ELEVATED BOARDWALK TRAIL THAT IS 8 FEET WIDE WITH MAX LINEAR SLOPE TO 5% OR LESS.
 - BOARDWALK CONSTRUCTION IS LOCATED ABOVE THE HIGH TIDE LINE TO A MAXIMUM OF 10' TO 30' UPLAND TO THE LOCATION OF THE EXISTING FOREST TRAIL.
 - DRAINAGE BOARDWALKS WILL BE CONSTRUCTED OVER CREEKS ON THE RECONSTRUCTION OF EXISTING TRAIL.
 - ALL PROPERTY SURROUNDING PROJECT BELONGS TO PETERSBURG BOROUGH.

NAME: CITY CREEK TRAIL RECONSTRUCTION #2
LOCATION: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOCIATES, INC.
 MAY 15, 2022
 PAGE 1 OF 4

TIDAL DATA

HIGH TIDE LINE (HTL) =	19.5'	← ALL PORTIONS OF THIS PROJECT ARE ABOVE "HTL" LINE
MEAN HIGH WATER (MHW) =	15.1'	
MEAN LOWER LOW WATER (MLLW) =	0.0'	

WATER BODY: FREDERICK SOUND
 LAT: 56.8024° N LONG: 132.9023° W



LOCATIONS OF BOARDWALK

SCALE: 0 350 700 1400 FEET

DRAINAGE BOARDWALK LOCATIONS AND LENGTHS

DRAINAGE	LENGTH (FEET)	STATIONING	NOTES
#1	48	0+00	TRANSITION TO EXISTING BOARDWALK
#2	24	1+30	CROSS WETLANDS & 3' WIDE STREAM
#3	24	4+75	CROSS WETLANDS & 3' WIDE STREAM
#4	40	30+10	CROSS WETLANDS & 4' WIDE STREAM
#5	48	30+90	CROSS WETLANDS & 3' WIDE STREAM
#6	24	33+25	CROSS WETLANDS & 1' WIDE STREAM
#7	56	35+70	CROSS WETLANDS & 5' WIDE STREAM
#8	24	38+90	CROSS WETLANDS & 2' WIDE STREAM
#9	24	41+80	CROSS WETLANDS & 1' WIDE STREAM
#10	24	46+28	CROSS WETLANDS & 1' WIDE STREAM
#11	8		CROSS DRAINS FROM AREAS THAT MIGHT COLLECT WATER FROM RAIN ON GRAVEL TRAILS LEADING TO THE ROAD
#12	8		
352 FEET OF TOTAL DRAINAGE BOARDWALK LENGTH			

TRAIL RECONSTRUCTION #2

IN: PETERSBURG, ALASKA
 APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOC, INC.
 DATE: MAY 15, 2022

NOTES:

- PURPOSE: THE RECONSTRUCTION OF CITY CREEK TRAIL. WHERE POSSIBLE THE EXISTING TRAIL WILL BE UPGRADED FOR ADA (AMERICANS WITH DISABILITIES ACT) COMPLIANCE, MAKING IT ACCESSIBLE TO A GREATER DIVERSITY OF PEOPLE. TOTAL - 5755 FEET OF TRAIL.
- TWO 8' WIDE NEW GRAVEL TRAILS (475' AND 560') WILL PROVIDE ADA ACCESS TO FREDERICK POINT ROAD.
- TWO TYPES OF TRAIL RECONSTRUCTION WILL BE USED. (a) GRAVEL TRAIL WITH A WIDTH OF 8 FEET, MAX LINEAR SLOPE 5% OR LESS, WITH SIDE SLOPES 1:1, 2 FEET FILL (b) ELEVATED BOARDWALK TRAIL THAT IS 8 FEET WIDE WITH MAX LINEAR SLOPE TO 5% OR LESS.
- BOARDWALK CONSTRUCTION IS LOCATED ABOVE THE HIGH TIDE LINE TO A MAXIMUM OF 10' TO 30' UPLAND TO THE LOCATION OF THE EXISTING FOREST TRAIL.
- DRAINAGE BOARDWALKS WILL BE CONSTRUCTED OVER CREEKS ON THE RECONSTRUCTION OF EXISTING TRAIL.
- ALL PROPERTY SURROUNDING PROJECT BELONGS TO PETERSBURG BOROUGH.

NAME: CITY CREEK TRAIL RECONSTRUCTION #2

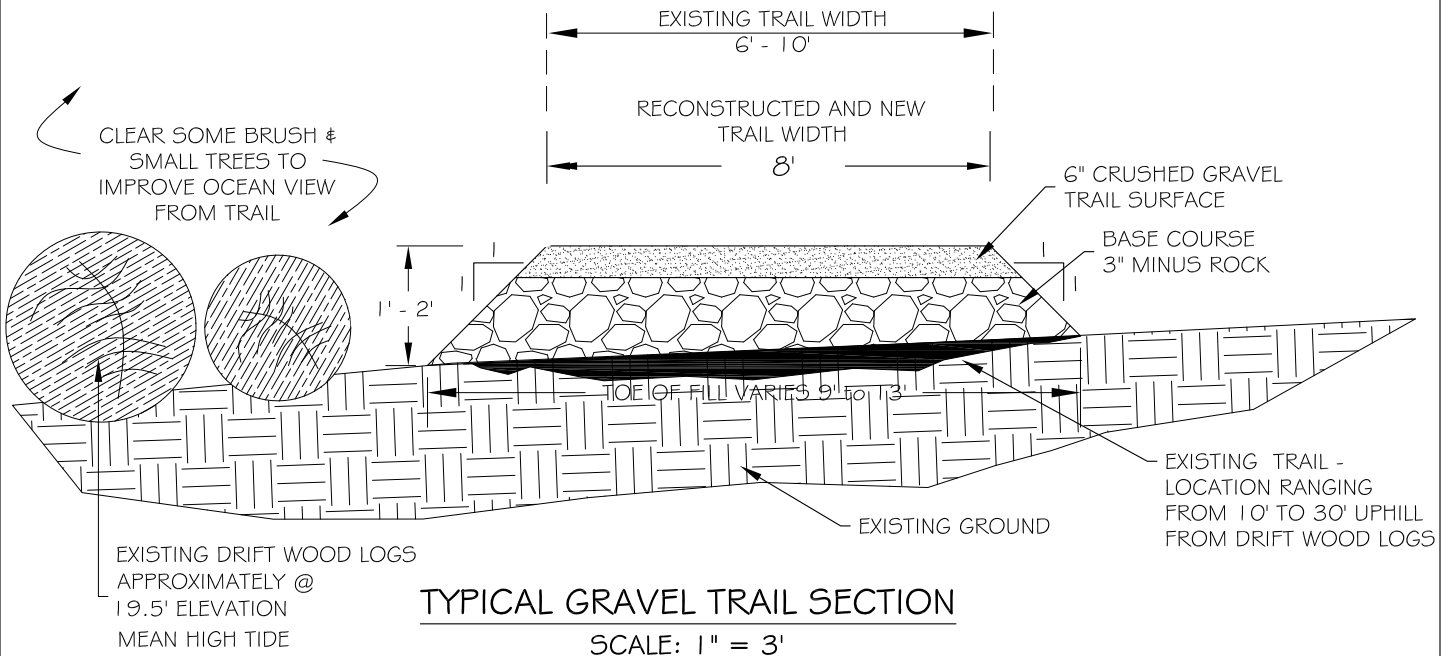
LOCATION: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOCIATES, INC.
 MAY 15, 2022
 PAGE 2 OF 4

TIDAL DATA

HIGH TIDE LINE (HTL) = 19.5' ← ALL PORTIONS OF THIS PROJECT ARE ABOVE "HTL" LINE
 MEAN HIGH WATER (MHW) = 15.1'
 MEAN LOWER LOW WATER (MLLW) = 0.0'

WATER BODY: FREDERICK SOUND
 LAT: 56.8024° N LONG: 132.9023° W



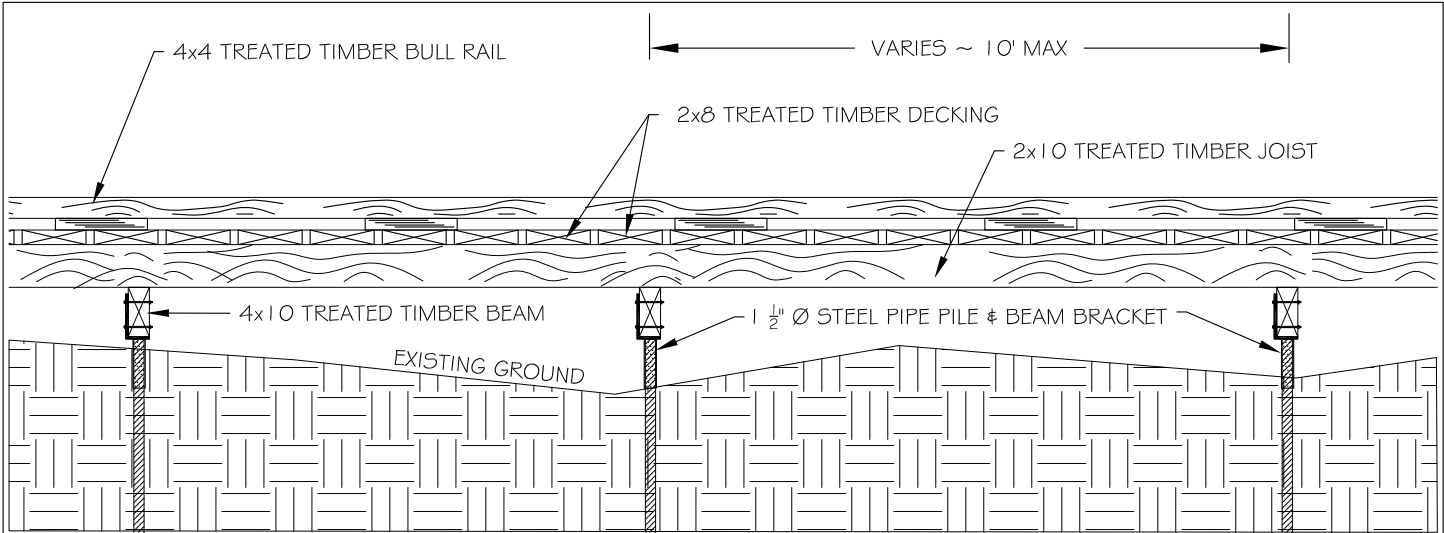
NOTES:

1. PURPOSE: THE RECONSTRUCTION OF AN EXISTING TRAIL FOR ADA (AMERICANS WITH DISABILITIES ACT) COMPLIANCE, AND CONSTRUCTION OF TWO NEW ACCESS TRAILS MAKING IT ACCESSIBLE TO A GREATER DIVERSITY OF PEOPLE.
2. TWO TYPES OF TRAIL CONSTRUCTION WILL BE USED. (a) GRAVEL TRAIL WITH A WIDTH OF 8 FEET GRADED SLOPE TO 5% OR LESS, (b) ELEVATED BOARDWALK TRAIL THAT IS 8 FEET WIDE AND SLOPED TO 5% OR LESS.
3. NEW BOARDWALK TRAIL LOCATION AND RECONSTRUCTION OF EXISTING TRAIL WILL MEANDER BETWEEN THE HIGH TIDE LINE AND UPLAND 10' TO 30' FEET AWAY.
4. CLEAN CRUSHED ROCK AND SHOTROCK FILL WILL BE USED IN THIS PROJECT.
5. FINISHED GRAVEL TRAIL CENTERLINE GRADE NOT TO EXCEED 5%. CUT HIGH SPOTS AND FILL LOW SPOTS TO PROVIDE SMOOTH PROFILE.
6. FINISHED SURFACE CROSS SLOPE N.T.E 3%.
7. USE CONSTRUCTION MATS, OR EMPLOY OTHER METHODS IN ADDITION TO GEOTEXTILE FABRIC WHERE REQUIRED TO CARRY CONSTRUCTION EQUIPMENT AND PREVENT UNDUE GROUND DISTURBANCE.

**TRAIL
 TYPICAL X-SECTIONS**

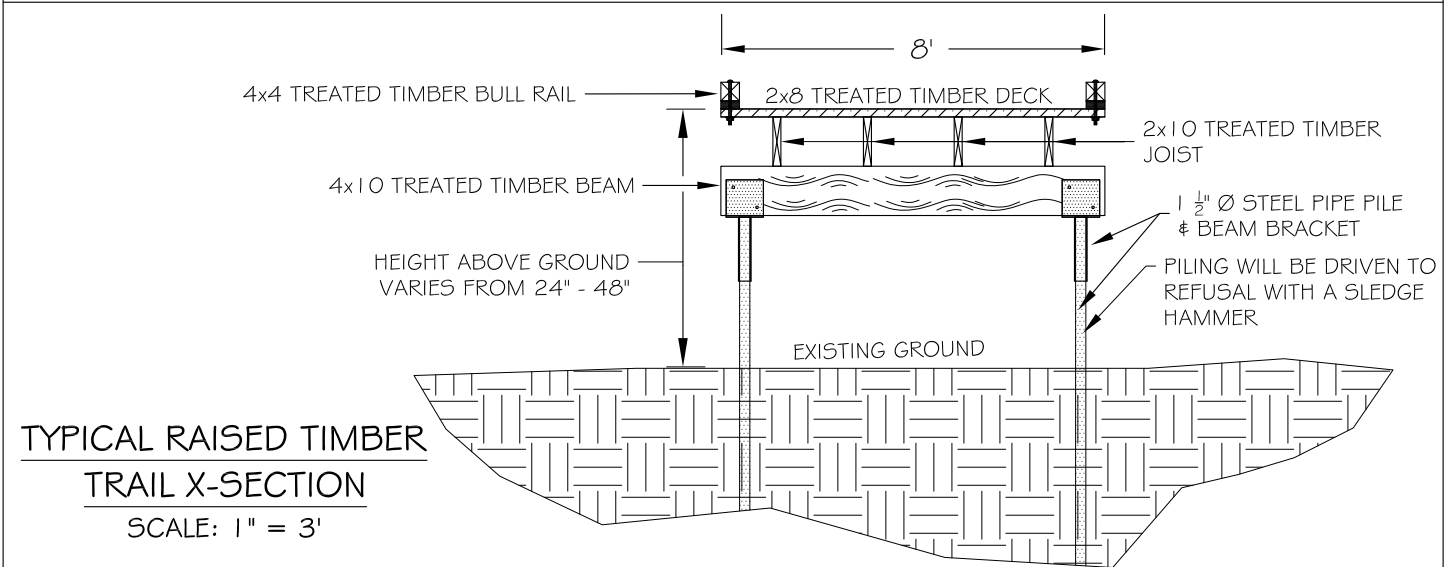
NAME: CITY CREEK TRAIL
 RECONSTRUCTION #2
 LOCATION: PETERSBURG, ALASKA
 APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOCIATES, INC.
 SHEET 3 OF 4
 MAY 15, 2022

WATER BODY: FREDERICK SOUND
 LAT: 56.8024° N LONG: 132.9023° W



TYPICAL RAISED TIMBER TRAIL

SCALE: 1" = 3'



TYPICAL RAISED TIMBER TRAIL X-SECTION

SCALE: 1" = 3'

NOTES:

1. PURPOSE: THE RECONSTRUCTION OF AN EXISTING TRAIL FOR ADA (AMERICANS WITH DISABILITIES ACT) COMPLIANCE, AND CONSTRUCTION OF TWO NEW ACCESS TRAILS MAKING IT ACCESSIBLE TO A GREATER DIVERSITY OF PEOPLE.
2. TWO TYPES OF TRAIL CONSTRUCTION WILL BE USED. (a) GRAVEL TRAIL WITH A WIDTH OF 8 FEET GRADED SLOPE TO 5% OR LESS, (b) ELEVATED BOARDWALK TRAIL THAT IS 8 FEET WIDE AND SLOPED TO 5% OR LESS.
3. NEW BOARDWALK TRAIL LOCATION AND RECONSTRUCTION OF EXISTING TRAIL WILL MEANDER BETWEEN THE HIGH TIDE LINE AND UPLAND 10' TO 30' FEET AWAY.
4. CLEAN CRUSHED ROCK AND SHOTROCK FILL WILL BE USED IN THIS PROJECT.
5. FINISHED GRAVEL TRAIL CENTERLINE GRADE NOT TO EXCEED 5%. CUT HIGH SPOTS AND FILL LOW SPOTS TO PROVIDE SMOOTH PROFILE.
6. FINISHED SURFACE CROSS SLOPE N.T.E 3%.
7. USE CONSTRUCTION MATS, OR EMPLOY OTHER METHODS IN ADDITION TO GEOTEXTILE FABRIC WHERE REQUIRED TO CARRY CONSTRUCTION EQUIPMENT AND PREVENT UNDUE GROUND DISTURBANCE.

WATER BODY: FREDERICK SOUND
 LAT: 56.8024° N LONG: 132.9023° W

**TRAIL
 TYPICAL X-SECTIONS**

NAME: CITY CREEK TRAIL
 RECONSTRUCTION #2
 LOCATION: PETERSBURG, ALASKA
 APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOCIATES, INC.
 SHEET 4 OF 4
 MAY 15, 2022



ROCK PIT
LOCATIONS AND OWNERS

SHOWN ON THIS MAP ARE THE SOURCE OF THE FILL MATERIAL TO BE USED ON THE TRAIL PROJECT. THESE TWO ROCK PITS ARE THE MAJOR SOURCE OF GRAVEL FOR PROJECTS IN PETERSBURG.

ROCK PIT #1
 LAT: 56.777° N LONG: 132.955° W
 REID BROTHERS CONSTRUCTION
 P.O. BOX 1187
 PETERSBURG, ALASKA 99833

ROCK PIT #2
 LAT: 56.774° N LONG: 132.954° W
 ROCK-N-ROAD CONSTRUCTION
 P.O. BOX 1188
 PETERSBURG, ALASKA 99833

TRAIL RECONSTRUCTION #2

IN: PETERSBURG, ALASKA
 APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOC, INC.
 DATE: DECEMBER 07, 2021

NOTES:

1. PURPOSE: THE CONSTRUCTION OF A NEW TRAIL THAT WILL REPLACE OR UPGRADING AN EXISTING TRAIL FOR ADA (AMERICANS WITH DISABILITIES ACT) COMPLIANCE, MAKING IT ACCESSIBLE TO A GREATER DIVERSITY OF PEOPLE. TOTAL - 5500 FEET OF TRAIL.
2. TWO TYPES OF TRAIL CONSTRUCTION WILL BE USED. (a) GRAVEL TRAIL WITH A WIDTH OF 6-8 FEET GRADED SLOPE TO 5% OR LESS, (b) ELEVATED BOARDWALK TRAIL THAT IS 6 FEET WIDE AND SLOPED TO 5% OR LESS.
3. NEW TRAIL LOCATION WILL MEANDER BETWEEN THE HIGH TIDE LINE TO UPLAND RECONSTRUCTION OF THE EXISTING FOREST TRAIL LOCATED BETWEEN 10' TO 30' FEET AWAY, UPHILL FROM THE HIGH TIDE LINE.
5. ALL PROPERTY SURROUNDING PROJECT BELONGS TO PETERSBURG BOROUGH.

LOCATIONS OF ROCKPITS



TIDAL DATA

HIGH TIDE LINE (HTL) = 19.5' ← ALL PORTIONS OF THIS PROJECT ARE ABOVE "HTL" LINE
 MEAN HIGH WATER (MHW) = 15.1'
 MEAN LOWER LOW WATER (MLLW) = 0.0'

WATER BODY: FREDERICK SOUND
 LAT: 56.8024° N LONG: 132.9023° W

NAME: CITY CREEK TRAIL
 RECONSTRUCTION #2
 LOCATION: PETERSBURG, ALASKA

APPLICATION BY: PETERSBURG BOROUGH
 PREPARED BY: HARAI & ASSOCIATES, INC.
 DECEMBER 08, 2021

ALASKA DISTRICT REGIONAL CONDITIONS
for the
2021 NATIONWIDE PERMITS (NWP)

The Alaska District Regulatory Office has issued the following Regional Conditions to ensure that activities authorized by NWPs in the Alaska District cause no more than minimal adverse environmental effects, individually and cumulatively. Before the Alaska District will verify an activity under one or more NWPs, the proposed activity must comply with the NWP terms and all applicable General and Regional Conditions.

APPLICABILITY: The following apply throughout the state of Alaska.

RESTRICTIONS:

Regional Condition A – Revoked Permits: The following NWPs are revoked within Alaska:

- 2. Structures in Artificial Canals
- 24. Indian Tribe or State Administered Section 404 Programs
- 30. Moist Soil Management for Wildlife
- 34. Cranberry Production Activities

Regional Condition B – Additional Pre-Construction Notification (PCN) Requirements

- 1. NWP 13, Bank Stabilization: In addition to the PCN requirements specified by NWP 13, a PCN is required for proposed bank stabilization projects in fresh water when the proposed methods and techniques are not included in the Streambank Revegetation and Protection: A Guide for Alaska Revised 2005 (Walter, Hughes and Moore, April 2005) (Guide) or its future revisions. The Guide is available at: <http://www.adfg.alaska.gov/index.cfm?adfg=streambankprotection.main>.
- 2. A PCN is required for projects that qualify for NWPs 12, 57 (C), and 58 (D) within the Municipality of Anchorage.
- 3. NWP 48: A PCN is required for impacts to greater than 1/2 acre of special aquatic sites (wetlands, mudflats, vegetated shallows, coral reefs, etc.).
- 4. NWP 12, 57 (C), 58 (D). In addition to other triggers for the PCN, a PCN is required for projects located within permafrost soils identified using the appropriate soil survey or other appropriate data.

REGIONAL CONDITION C - Activities Involving Trenching

Trenches may not be constructed or backfilled in such a manner as to drain waters of the U.S. (e.g., backfilling with extensive gravel layers, creating a French drain effect). Ditch plugs or other methods shall be used to prevent this situation.

Except for material placed as minor trench over-fill or surcharge necessary to offset subsidence or compaction, all excess materials shall be removed to a non waters of the U.S. location. The backfilled trench shall achieve the pre-construction elevation, within a year of disturbance unless climatic conditions warrant additional time. The additional time must be approved by the Corps.

Excavated material temporarily sidecast into wetlands shall be underlain with geotextile, ice pads, or similar material, to allow for removal of the temporary material to the maximum extent practicable.

REGIONAL CONDITION D - Site Revegetation for Projects with Ground Disturbing Activities

Re-vegetation of all disturbed areas within the project site shall begin as soon as site conditions allow and in the same growing season as the disturbance, unless climatic conditions warrant additional time. Topsoil (the outermost layer of soil, usually the top 2 – 8 inches) removed from the

construction area shall be separated and used for site rehabilitation. When backfilling, topsoil shall be placed as the top layer to provide a seed bed for regrowth. If topsoil is not available from the project site, local native soil material obtained from an approved site may be used. Species used for seeding and planting shall be certified seed sources free of invasive species and follow this order of preference: 1) species native to the site; 2) species native to the region; 3) species native to the state.

REGIONAL CONDITION E - Delineation of Project Footprint

Prior to commencement of construction activities within waters of the U.S., the permittee shall clearly identify the permitted limits of disturbance at the project site with highly visible markers (e.g. construction fencing, flagging, silt barriers, etc.). The permittee shall properly maintain such identification until construction is complete and the soils have been stabilized. The permittee is prohibited from conducting any unauthorized Corps-regulated activity outside of the permitted limits of disturbance (as shown on the permit drawings).

REGIONAL CONDITION F - Maintenance of Hydrology Patterns

Natural drainage patterns shall be maintained using appropriate methods. Excessive ponding or drying adjacent to fill areas shall indicate non-compliance with this condition.

REGIONAL CONDITIONS G, H, I AND J APPLY TO SPECIFIC NWPs

REGIONAL CONDITION G - NWP 40 Agricultural Activities

The following activities are not authorized by NWP 40: a. Installation, placement, or construction of drain tiles, ditches, or levees; and b. Mechanized land clearing or land leveling in wetlands within 300 feet of an anadromous water (anadromous water is defined by the state of AK see <https://www.adfg.alaska.gov/sf/SARR/AWC/index.cfm?ADFG=main.interactive>).

REGIONAL CONDITION H - NWP 44 Mining Activities

Placer mining activities are excluded from coverage by NWP 44 (Mining Activities). Placer mining may be authorized by Regional General Permit POA-2014-00055-M1. In Alaska, NWP 44 may only authorize the following activities:

1. Hard rock mining within waters jurisdictional under only Section 404 of the Clean Water Act, not including trenching, drilling, or access road construction.
2. Temporary stockpiling of sand and gravel in waters of the U.S., limited to seasonally dewatered unvegetated sand/gravel bars. Stockpiles shall be completely removed and the area restored to pre-project contours within one year, in advance of seasonal ordinary high water events, or prior to equipment being removed from site, whichever occurs first.

REGIONAL CONDITION I – NWP 48, 55 (A), and 56 (B):

When an Aquatic Farm Lease is required from the Alaska Department of Natural Resources (ADNR) for a new or modified aquatic farm, the applicant must obtain and submit a copy of the ADNR preliminary decision with a Preconstruction Notification to the USACE.

REGIONAL CONDITION J – NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52:

The proposed NWP activity must not cause:

- 1) the loss of anadromous streambed, and/or
 - 2) the discharge of dredged or fill material into waterbodies, including wetlands, adjacent to and/or upstream of an anadromous waterbody;
- unless the district engineer issues a waiver by making a written determination concluding that these discharges will result in no more than minimal individual and cumulative adverse environmental effects.

2021 Nationwide Permit General Conditions:

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will

verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: No historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the

undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) 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).

(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 individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses

the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2- acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the

permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires preconstruction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of the United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the

nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: “When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

- (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the

additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers

federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:*

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

(i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States;

(ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and

(iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.