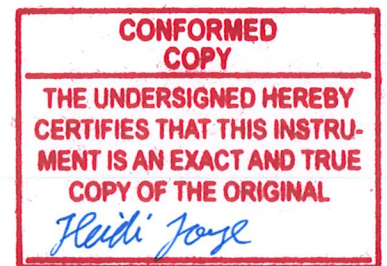


**State of Alaska
Department of Transportation
&
Public Facilities
Northern Region**



AWARDED 02/22/2023



**HC CONTRACTORS, LLC
THREE ADDENDA**

Bid Forms, Contract, Bond, Standard Modifications, and Special Provisions for:

**Aurora Drive Noyes Slough
Bridge #0209 Replacement**

**Project No. 0629001/NFHWHY00124
& NRMB500688**

BASIC BID

To be used in conjunction with State of Alaska Standard Specifications for Highway Construction dated 2020, and the Plans for the above referenced project.

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(Federal-Aid Highways)

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Project Nos. 0629001/NFHWY00124
& NRMBS00688
Aurora Drive Noyes Slough
Bridge #0209 Replacement

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<u>Addendum No.</u> 3	<u>Date Addendum Issued</u> January 26, 2023
<u>Project Name:</u> Aurora Drive Noyes Slough Bridge #0209 Replacement	
<u>Project No.:</u> 0629001/NFHWHY00124 & NRMB00688	

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS:

Delete Form 25A-301 (12/14), Federal EEO Bid Conditions, in its entirety and substitute revised Form 25A-301 (01/23), Federal EEO Bid Conditions, identified as Attachment No. 1 to this Addendum.

Delete the Bid Forms in their entirety and substitute the revised Bid Forms identified as Attachment No. 2 to this Addendum.

THE SPECIAL PROVISIONS ARE MODIFIED AS FOLLOWS:

651-3.01 CONSTRUCTION REQUIREMENTS. *Add the following to the table:*

Utility Type	Utility Company	Contact
Lighting Circuit Power	City of Fairbanks	Bob Pristash 907-459-6747

THE PLANS ARE MODIFIED AS FOLLOWS:

Delete Plan Sheet Nos. C2, F1 and F2 and substitute revised Plan Sheet Nos. C2, F1 and F2 identified as Attachment No. 3 through 5 to this Addendum.

ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 1
<u>Addendum No.</u> 2	<u>Date Addendum Issued</u> January 20, 2023
<u>Project Name:</u> Aurora Drive Noyes Slough Bridge #0209 Replacement	
<u>Project No.:</u> 0629001/NFHWHY00124 & NRMBS00688	

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS:

Delete the Bid Forms in their entirety and substitute the revised Bid Forms identified as Attachment No. 1 to this Addendum.

THE SPECIAL PROVISIONS ARE MODIFIED AS FOLLOWS:

627-5.01 BASIS OF PAYMENT. *Delete the eighth paragraph and substitute the following:*

Water Main Relocation. The contract price includes all supervision, labor, necessary materials, equipment, appurtenances and incidentals to install the "ADOT Base Project Extents: STA: 11+98 to STA: 14+23" called out on Sheet U2 on the Plans. Lump sum includes but is not limited to the following: slough crossing, sandbag diversion, optional pumping, excavation crossing Noyes Slough, pea gravel bedding, concrete ballast, 24" corrugated plastic pipe casing, and installation of 14" HDPE and 12" Ductile Iron Pipe. Fittings, disinfection, testing, couplings, thrust blocks, concrete ballast, CPP Casing, cofferdam, dewatering and insulation are subsidiary.

THE PLANS ARE MODIFIED AS FOLLOWS:

Delete Plan Sheet Nos. C1, C2, H1, H4, U1, U2, and U3 and substitute revised Plan Sheet Nos. C1, C2, H1, H4, U1, U2, and U3 identified as Attachment Nos. 2 through 8 to this Addendum.

Notice to Bidders

Proposal Descr:	Aurora Drive Noyes Slough Bridge #0209 Replacement		
Program Number:	NFHWHY00124 & NRMBS00688	NTB No.:	01
Federal Number:	0629001	Date Issued:	January 19, 2023
Letting Date/Time:	01/31/2023 2:00 PM	Number of Pages:	1
Previous Addenda Issued:		Issuing Officer:	Joseph P. Kemp, P.E. - Acting Regional Director
No.: ADD01	Date Issued: January 11, 2023	Email:	nrdotpfcontracts@alaska.gov
		Address:	Department of Transportation & Public Facilities 2301 Peger Road Fairbanks, AK, 99709

This is an informational Notice to Bidders, not an addendum; therefore no acknowledgement is required.

The following documents are available for inspection at Department of Transportation, Engineering Services Building, Room 3, 2301 Peger Road, Fairbanks, Alaska and can be viewed at: <https://www.bidx.com/ak/proposal?contid=NFHWHY00124>

- NFHWHY00124 .xml Notice To Bidders 1
-

ADDENDUM TO THE CONTRACT DOCUMENTS	Page 1 of 1
<u>Addendum No.</u> 1	<u>Date Addendum Issued</u> January 11, 2023
<u>Project Name:</u> Aurora Drive Noyes Slough Bridge #0209 Replacement	
<u>Project No.:</u> 0629001/NFHWHY00124 & NRMBS00688	

THE STANDARD SPECIFICATIONS ARE MODIFIED AS FOLLOWS:

505-2.02 Piles. Delete numbered paragraph 1 in its entirety and substitute the following:

1. Steel Piles. Furnish H-pile sections, pipe piles, sheet piles or other structural steel sections described in the Contract. Furnish connectors for sheet piles sufficient to maintain wall interlock at each corner.

The Engineer will reject steel piles that exceed the chamber and sweep permitted by allowable mill tolerance.

Hot-dip galvanize steel piles and connectors a minimum thickness of 4 mils from the top to a distance not less than 10 feet below the finished ground line according to Subsection 716-2.07. Steel piles and pile shells that do not protrude above the final ground line do not require galvanizing.

505-3.04 SPLICES, EXTENSIONS AND BUILD-UPS. Add the following: Submit sheet pile connectors for approval by the Engineer.

THE SPECIAL PROVISIONS ARE MODIFIED AS FOLLOWS:

505-5.01 BASIS OF PAYMENT. Delete the Pay Item table and substitute the following:

PAY ITEM		
Item Number	Item Description	Unit
505.0005.0000	Furnish Structural Steel Pipe Piles, 2'-0" Dia. x 1/2"	LF
505.0006.0000	Drive Structural Steel Pipe Piles, 2'-0" Dia. x 1/2"	EACH
505.0009.0000	Structural Steel Sheet Piles	SF

THE PLANS ARE MODIFIED AS FOLLOWS:

Delete Plan Sheet No. N3 and substitute revised Plan Sheet No. N3 identified as Attachment No. 1 to this Addendum.

Add Plan Sheets T1 and T2 identified as Attachment Nos. 2 and 3 to this Addendum.

MAKE THE FOLLOWING PEN & INK CHANGES:

SHEET A1:

TOTAL SHEETS: Change from 78 to 80.

INDEX OF SHEETS: Add Sheets T1-T2 DETOUR AND TRAFFIC CONTROL.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, LLC. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:		PHONE (A/C, No, Ext): 425-709-3600		FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:				
INSURED HC Contractors, LLC P.O. Box 80688 Fairbanks, AK 99708	INSURER(S) AFFORDING COVERAGE				NAIC #
	INSURER A: Travelers Indemnity Co. of America				
	INSURER B: Travelers Indemnity Co.				
	INSURER C: Travelers Prop. Casualty Co. of Amer.				
	INSURER D:				
INSURER E:					
INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	DTCO9D28433ATIA23	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	8108M4945802326G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP4K2692772326	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7R7273932326G	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project Name: Aurora Noyes Slough Bridge #0209 Replacement/NFHWHY00124 & NRMS00688.

In lieu of compliance statement see attached declaration pages...
(See Attached Description)

CERTIFICATE HOLDER

CANCELLATION

State of Alaska DOT/PF 2301 Peger Road Fairbanks, AK 99709	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

State of Alaska DOT/PF is an additional insured on the general liability, automobile, and excess liability policies per the attached endorsements/forms.
Coverage is primary and non-contributory on the general liability, automobile, and excess liability policies per the attached endorsements/forms.
Waiver of subrogation applies on the general liability, automobile, workers compensation, and excess liability policies per the attached endorsements/forms.
Notice of cancellation for the general liability, automobile, and workers compensation policies per the attached forms.

CANCELS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE.



TRAVELERS CORP. TEL: 1-800-328-2189
STREET & ROAD CONTRACTORS
COMMON POLICY DECLARATIONS
ISSUE DATE: 12/31/22
POLICY NUMBER: DT-CO-9D28433A-TIA-23

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
HC CONTRACTORS, LLC. (AS PER IL T8 00)
PO BOX 80688
FAIRBANKS, AK 99708-0688

2. POLICY PERIOD: From 01/01/23 to 01/01/24 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address
SEE IL TO 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG TO 01 11 03 TIA
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG TO 09 09 93 TIA

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:
Policy Policy No. Insuring Company

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:
Provisional Premium \$ 218,000
Due at Inception \$ 55,154
Due at Each \$ SEE IL TO 30

NAME AND ADDRESS OF AGENT OR BROKER:
PARKER SMITH & FEEK INS (BVB31)
3800 CENTERPOINT DR STE 601
ANCHORAGE, AK 99503

COUNTERSIGNED BY:

Authorized Representative

DATE: _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

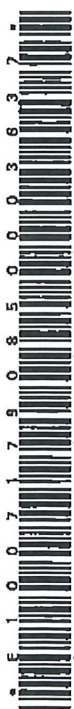
- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:



COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4.. Other Insurance, of Section IV – Commercial General Liability Conditions.

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of days Notice: 60

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of **When We Do Not Renew (Nonrenewal)**, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state **When We Do Not Renew (Nonrenewal)** endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.

POLICY NUMBER:

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT
THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ñ PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE ñ CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

**POLICY NO.: CUP-4K269277-23-26
ISSUE DATE: 01/03/2023**

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

- 1. **NAMED INSURED AND MAILING ADDRESS:** HC CONTRACTORS, LLC.
PO BOX 80688
FAIRBANKS AK 99708-0688
- 2. **POLICY PERIOD:** From 01/01/2023 to 01/01/2024 12:01 A.M. Standard Time at your mailing address.
- 3. **LIMITS OF INSURANCE:**

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	\$8,000,000	General Aggregate
	\$8,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$8,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events
4. SELF-INSURED RETENTION:	\$10,000	any one occurrence or event
5. PREMIUM: \$ 169,511	x Flat Charge	Adjustable (See Premium Schedule)

- 6. **TAXES AND SURCHARGES:**
- 7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.
- 8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.
COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.
- 9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:
DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

PARKER SMITH & FEEK INS - BVB31
3800 CENTERPOINT DR STE 601
ANCHORAGE AK 99503-826

COUNTERSIGNED BY:

John M. Will

Authorized Representative

DATE: _____

OFFICE: SEATTLE WA



UMBRELLA

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

UMBRELLA

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the





ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-7R727393-23-26-G

RENEWAL OF (UB-7R727393-22-26-G)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA
A Stock Company

NCCI CO CODE: 13439

1.

INSURED:

HC CONTRACTORS, LLC.
P O BOX 80688
FAIRBANKS, AK 99708

PRODUCER:

PARKER SMITH & FEEK INS
3800 CENTERPOINT DR STE 601
ANCHORAGE, AK 99503-826

Insured is A LIMITED LIABILITY COMPANY

Other work places and identification numbers are shown in the schedule(s) attached.

- 2. The policy period is from 01-01-23 to 01-01-24 12:01 A.M. at the insured's mailing address.
- 3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
AK

- B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	500,000	Each Accident
Bodily Injury by Disease:	\$	500,000	Policy Limit
Bodily Injury by Disease:	\$	500,000	Each Employee

- C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI
MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT
WI WV

- D.** This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

- 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY



DATE OF ISSUE: 12-22-22 DW

OFFICE: SEATTLE WA 199

PRODUCER: PARKER SMITH & FEEK INS BVB31



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-7R727393-23-26-G

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
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SEE EXTENSION OF INFORMATION PAGE - SCHEDULE (S)

SIC-CODE: 1611 NAICS: 237310

\$

Minimum Premium:

EMPLOYERS LIABILITY MINIMUM:

DATE OF ISSUE: 12-22-22 DW

OFFICE: SEATTLE WA 199

PRODUCER: PARKER SMITH & FEEK INS BVB31

COUNTERSIGNED-AGENT

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

SECTION 103

When approved by the Contracting Officer, the Contractor may replace:

1. An individual surety with a corporate surety; or
2. Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.

103-1.06 INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the Department covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (1) are permitted to transact the business of insurance in the State of Alaska under Title 21 of the Alaska Statutes and (2) have a financial rating acceptable to the Department. A certificate of insurance must be furnished to the Department prior to award. The certificate of insurance must provide for notice of cancellation or non-renewal in accordance with policy provisions.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

1. **Workers' Compensation:** as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:
 - a. Waiver of subrogation against the State;
 - b. Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
 - c. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
 - d. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
 - e. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water.
2. **Commercial General Liability:** on an occurrence policy form covering all operations, including contractual liability and products-completed operations, with combined single limits not less than:
 - a. \$1,000,000 Each Occurrence;
 - b. \$1,000,000 Personal Injury;
 - c. \$2,000,000 General Aggregate; and

d. \$2,000,000 Products-Completed Operations Aggregate.

3. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.
4. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products-completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State of Alaska shall be named as an additional insured on policies required by items 2 thru 4 above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as an additional named indemnitee and as an additional insured.

The apparent low bidder shall furnish evidence of insurance to the Department before award of the Contract. The evidence shall be issued to the Department and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements;
5. Be executed by the carrier's representative; and

Provide that the Department shall receive written notice of cancellation or non-renewal in accordance with policy provisions.

The Department's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.

103-1.07 EXECUTION AND APPROVAL OF CONTRACT. The successful bidder shall execute and return the Contract Form and all other required documents to the Department within the time specified, or within 15 days after receipt by the bidder if no time is specified. A contract is awarded only after it has been signed by the Contracting Officer.

103-1.08 FAILURE TO EXECUTE CONTRACT. If the successful bidder fails to appropriately execute and return the Contract Form and other documents within time specified, as required above, the Department may cancel the intent to award and keep the bid guaranty. The Department will then, in its discretion, award the Contract to the next lowest responsive and responsible bidder or readvertise the work.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

HC Contractors, LLC

6700 Arctic Spur Rd, Anchorage, AK 99518

owned by

HC CONTRACTORS, LLC

is licensed by the department to conduct business for the period

February 8, 2023 to December 31, 2024
for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner



Department of Commerce, Community, and Economic Development CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Professional Licenses / License Details

LICENSE DETAILS

This serves as primary source verification* of the license.

License #: 196544

Program: Construction Contractors

Type: General Contractor Without Residential Contractor Endorsement

Status: Active

DBA: HC CONTRACTORS, LLC

Issue Date: 06/13/2022

Effective Date: 11/23/2022

Expiration Date: 12/31/2024

Mailing Address: FAIRBANKS, AK, UNITED STATES

Public Note: Held previous license CONE22094.

*Primary Source verification: License information provided by the Alaska Division of Corporations, Business and Professional Licensing, per AS 08 and 12 AAC.

Owners

Owner Name	Entity Number
HC CONTRACTORS, LLC	52606D

Relationships

No Relationships Found

Designations

No Designations Found

Agreements & Actions

No Agreements Or Actions

11/23/2022 9:50:31 AM (Alaskan Standard Time)

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INVITATION TO BID
for Construction Contract

Date January 10, 2023

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHWHY00124 & NRMBS00688

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 31st day of January 2023**. On that date, the Department will assemble, open, and then publicly announce the timely-received bids at **Engineering Services Building, Room 4, 2301 Peger Road, Fairbanks, Alaska at 2:00 PM**, or as soon thereafter as practicable.

Location of Project: Fairbanks, Alaska
Contracting Officer: Joseph P. Kemp, P.E., Acting Regional Director
Issuing Office: Northern Region DOT&PF
State Funded Federal Aid

Description of Work:
Replace the Noyes Slough Bridge #0209 on Aurora Drive in Fairbanks. Project work includes bridge work, roadside hardware, drainage improvements, intersection improvements, ADA improvements and utility work.
The betterments include replacement of water lines under Aurora Drive between Bridgewater and Cottonwood Street with tie-ins to adjacent streets.

Project DBE Utilization Goal: Race-Neutral, Goal is N/A Race-Conscious, Goal is XX.X%

The Engineer's Estimate is between \$2,500,000 and \$5,000,000

All work shall be completed in N/A Calendar Days, or by **December 31, 2023**.
The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

Submission of Bidding Documents

Bidders may submit bidding documents electronically via the Department's approved online bidding service, through the mail or hand delivered. For mailed or hand delivered bids and for electronically submitted bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Bidding Documents for Project: 0629001/NFHWHY00124 & NRMBS00688 Aurora Drive Noyes Slough Bridge #0209 Replacement	ATTN: Chief of Contracts State of Alaska Department of Transportation & Public Facilities 2301 Peger Road Fairbanks, Alaska 99709
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It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: nrdotpfcontracts@alaska.gov or fax number: (907) 451-5390.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders must have a Vendor ID or your bid may not be accepted. More information can be obtained at the following website:
<http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf>

The following data may assist a bidder in preparing its bid:

- Quantity Calculations
- Cross Sections
- Geotechnical Report
- As Builts
- Other applicable information

All supplemental information can be found under the letting for this project which may be selected using the following link:
<https://www.bidx.com/ak/lettings>

A bidder may obtain hard copy project plans and specifications for the price of \$100, from:

Engineering Services Building, Room 3

2301 Peger Road

Fairbanks, Alaska 99709

Phone: (907) 451-2247

TDD (for Hearing Impaired, requires special equipment): 711 or 1-800-770-8973

If a bidder has a question relating to design features, constructability, quantities, or other technical aspects of the project, it may direct its inquiry to the questions and answers area of the Bid Express proposal page: <https://www.bidx.com/ak/lettings>

A bidder requesting assistance in viewing the project site must make arrangements at least 48 hours in advance.

The point of contact for inquiries for this project is **Guangyan T. Griffin, P.E., Construction Manager.**

Email: guan.griffin@alaska.gov

Phone: (907) 451-5087

For questions relating to electronic bidding or for assistance with your Bid Express account, contact Bid Express customer support at customer.support@bidx.com or call toll free (888)352-BIDX(2439) Monday through Friday 7:00am to 8:00pm (Eastern).

A bidder may direct questions concerning bidding procedures and requirements to:

Construction Contracts Coordinator

Email: dot.nrcontracts@alaska.gov

Phone: (907) 451-2219

Other Information:

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday thru Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUIRED DOCUMENTS

Federal-Aid Contracts
(FHWA)

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. Bid Forms

- a. Bid Cover Sheet
- b. Bid Schedule
- c. Bid Attachments (as applicable)
 - There are no required attachments for this solicitation
- d. Addenda Acknowledgement
- e. Bidder's Acknowledgement and Certification

2. Bid Security

REQUIRED FOR BID MODIFICATIONS. Any bid revisions must be submitted by the bidder prior to bid opening. Use the following form to modify Manual (paper) bids:

3. Bid Modification (Form 25D-16)

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following documents within 5 working days after receipt of written notification:

1. Subcontractor List (Form 25D-5)
 2. Summary of Good Faith Effort Documentation (Form 25A-332A), and Contact Reports (Form 25A-321A)
 3. DBE Utilization Report (Form 25A-325C)
 4. Prime Contractor's Written DBE Commitment (Form 25A-326) for each DBE to be used on the project.
-

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Construction Contract (Form 25D-10H)
2. Payment Bond (Form 25D-12)
3. Performance Bond (Form 25D-13)
4. Contractor's Questionnaire (25D-8)
5. Certificate of Insurance (from carrier)
6. EEO-1 Certification (Form 25A-304)
7. Training Utilization Report (Form 25A-311), and/or DOT&PF Training Program Request (Form 25A-310), if required
8. Material Origin Certificate (Form 25D-60)
9. Bidder Registration (Form 25D-6) Bidders must register annually with the Civil Rights Office in order to be eligible for award.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES

FEDERAL EEO BID CONDITIONS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN THE STATE OF ALASKA

Authority and Guidelines.

The Alaska Department of Transportation & Public Facilities (Department), as a State Transportation Agency (STA), has authority under 23 U.S.C. 140 and its implementing regulations to conduct a compliance program addressing Equal Employment Opportunity (EEO) and Affirmative Action (AA) in employment on non-exempt federal and federally-assisted construction contracts that are awarded in the State of Alaska. The STA's authority to administer a contract compliance with Nondiscrimination, EEO and AA programs are authorized under 23 U.S.C., 49 U.S.C., Title VI of the Civil Rights Act of 1964, MAP-21 and implementing regulations. The provisions of 23 CFR 200 and 49 CFR 21 provide authority to determine, and where necessary obtain compliance with the nondiscrimination provisions of Title VI. Under the provisions of Title VI 23 USC and related regulations, including 49 CFR 21 and 26, and 23 CFR Part 200, 230 and 633, it is the STA's responsibility to ensure compliance with and to enforce on all projects of Federal-aid contractors and subcontractors, whether a particular contract or work-site involves Federal-aid funds or not.

These citations confirm the requirement for contractors to provide, and States to obtain information that ensure non-discrimination in employment on all of Federal and federally-assisted projects, and through these provisions, provide for EEO for minorities and women in all terms and conditions of their employment at all of their facilities and on all projects.

1. Definitions. As used in these specifications:

- a. **“Covered area”** means the geographical area described in the solicitation from which this contract resulted;
- b. **“Director”** means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. **“Employer identification number”** means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. **“Minority”** includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer to either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have

a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
16. EEO/AA obligations are applicable to all of the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of equalizing minority and female employment percentages shall be a violation of the contract. Compliance with equal minority and female employment utilization will be measured against the total work hours performed.
17. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.

18. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHWY00124 & NRMBS00688

Project Name and Number

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: All Work on the above-referenced project will be accomplished without subcontracts

Or

List all first tier Subcontractors as follows:

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED
Arctic Surveys PO Box 71429 Fairbanks, AK 99707 (907) 452-4904	50265 BL AECC627 AELL7621 Surveyors Lic – James Altherr	642.0001.0000, 642.0003.0000
Central Environmental Inc 229 E Whitney Road Anchorage, AK 99501 (907)561-0125	33509 BL CONE18162 CL 9900941 DBE	202.0023.0000
Frawner Corporation 8123 Hartzell Rd Anchorage, AK 99507-3135 (907)561-4044	295034 BL CONE29283 CL	626.0001.0012, 626.2020.0000
Iron, Inc. 511 East Steel Loop, Ste 201 Palmer, AK 99645 (907) 746-2268	22912 BL CONS18314 CL	503.0001.0000, 503.0002.0000

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

CEO/Manager

Title

HC Contractors, LLC
Company Name

PO Box 80688, Fairbanks, AK 99708
Company Address (Street or PO Box, City, State, Zip)

02/06/23
Date

(907) 488-5983
Phone Number

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED
Jolt Construction & Traffic Maintenance, Inc. PO Box 520366 Big Lake, AK 99652 (907) 892-5658	282903 BL CONE27715 CL	615.0001.0000, 615.0002.0000
Northwest Barriers, LLC 2147 W. Shirley Rd. Wasilla, AK 99623 (907) 376-7498	924625 BL 189505 CL	507.0001.0003, 507.0006.0000,606.0006.0000, 606.0013.0000, 606.0016.0000
North Star Equipment Services 790 Ocean Dock Road Anchorage, AK 99501 (907) 272-7537	912565 BL CONS31957 CL	501,0007.0000, 505.0006.0000, 505.0009.0000
PNC, LLC dba P-Rock 459 E Birchtree Dr Wasilla, AK 99654-8641 (907)373-9206	1077259 BL 137239 CL	670.0001.0000
PFK Enterprises PO Box 83576 Fairbanks, AK 99708 (907) 322-2247	742314 BL 9900493 DBE	Hauling 201.0009.0000, 202.0002.0000, 202.0003.0000, 202.0009.0000, 202.2022.0000, 203.0003.0000 203.0006.0000, 205.0006.0000, 301.0001.00D1, 304.0001.000F, 401.0001.002B
Rady Concrete Construction, LLC PO Box 82061 Fairbanks, AK 99708 (907) 978-2916	925795 BL CONS34476 CL	608.0001.0006, 608.0006.0000, 609.0002.0001,501.0001.0000
Voorhees Concrete Cutting Specialists 4601 Tolovana Dr. Fairbanks, AK 99709 (907) 479-2992	286879 BL CONS28265 CL	Saw Cutting 202.0002.0000
Vertex Insulation, Inc. PO Box 72244 Fairbanks, AK 99707 (907)456-7361	168869 BL CONS21534 CL	627.2000.0000, 627.0001.0006, 627.0001.0012, 627.0009,0010, 627.0009.0012



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONTRACTOR'S QUESTIONNAIRE

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHwy00124 & NRMBS00688

Project Name and Number

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?
 No Yes If YES, explain:

2. Describe any arrangements you have made to finance this work: First National Bank Alaska – 8 million

B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project.

ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE
Asphalt Paver	1	Cat	AP1055D	224 HP	\$75,000.00
Asphalt Paver	1	Blaw Knox	5510	184 HP	\$44,000.00
Asphalt Roller	1	Cat	534	125 HP	\$35,000.00
Asphalt Roller	1	Cat	634	138 HP	\$30,000.00
Excavator	1	John Deere	450	285 HP	\$70,000.00
Grade Tractor	1	John Deere	210LE	78 HP	\$15,000.00
Motor Grader	2	Cat	14M	274 HP	\$280,000.00
Pneumatic Roller	1	Cat	CW34	133 HP	\$150,000.00
PrimeTech Track Mulcher	1	PrimeTech	PT300	275 HP	\$235,000.00
Reclaimer	1	CMI	RS800	800 HP	\$175,000.00
Reclaimer	1	Roadtec	SX-8E	755 HP	\$400,000.00
Shuttle Buggy	1	Roadtec	SB2500E	24 Ton	\$300,000.00
Vibratory Compactor	1	Cat	CB68B	142 HP	\$150,000.00
Vibratory Compactor	1	Cat	CS74B	156 HP	\$80,000.00
Water Truck	1	Peterbilt	PB330	4000 Gal	\$30,000.00
Water Truck	1	Kenworth	T300	4000 Gal	\$60,000.00

2. What percent of the total value of this contract do you intend to subcontract? 35.51 %

3. Do you propose to purchase any equipment for use on this project?
 No Yes If YES, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work?
 No Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?
 Yes No If NO, please explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
 Yes No

Describe the most recent or current contract, its completion date, and scope of work:

Northern Region ADA Improvements - Fairbanks: Geist Road – Completion 07/31/23
Reconstruct ADA improvements and potentially widen sidewalks on both sides of Geist Road within the project area in Fairbanks, Alaska. The project may also include reconstruction, roadside hardware, drainage improvements, intersection improvements and utilities.

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

see attached.

I hereby certify that the above statements are true and complete.

HC Contractors, LLC

Name of Contractor

William Hoople, CEO/Manager

Name and Title of Person Signing

William Hoople

Signature

02/13/23

Date

HC Contractors, LLC
Work History
2023

Owner: State of AK, DOT&PF
 'Project: Richardson Hwy MP 35-65 Resurfacing (Construction MP 35-40)
 Contract Number: 0711074/NFHWWY00133
 Contract Type: Lump sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople, (907) 488-5983
 Initial/Current(Final) Contract Cost: \$14,987,758.00
 Dates of Contract - Start Date/Completion Date: 05/23 - 10/15/23
 Scope of Work: Resurface the Richardson Highway between MP 35-40. Improvements include rehabilitating four embankment retaining walls bridge work, roadside hardware, drainage, and utility relocations.
 'Location of Project: Valdez, AK

Owner: State of AK, DOT&PF
 'Project: Rich Hwy MP 359 Railroad Grade Separated Facility & Rich Hwy MP 357-362 Bicycle/Ped Path
 Contract Number: 0A24033/Z607340000 & 0A24032/Z615970000
 Contract Type: Lump sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople, (907) 488-5983
 Initial/Current(Final) Contract Cost: \$24,924,475.00
 Dates of Contract - Start Date/Completion Date: 06/23 - 10/31/24
 Scope of Work: Construct a railroad grade separated facility near MP 359 of the Richardson Highway. Work includes new twin bridges, a troop undercrossing, roadside hardware, drainage improvements, and utility relocations. Construct a paved bicycle/pedestrian path along the Richardson Highway starting near the intersection of Airport Way/Richardson Highway to the Badger Road/Old Richardson Highway intersection. Improvements will include bridge work, roadside hardware, drainage improvements, and Fairbanks, AK
 'Location of Project: Fairbanks, AK

Owner: State of AK, DOT&PF
 'Project: Aurora Drive Noyes Slough Bridge #0209 Replacement
 Contract Number: 0629001/NFHWWY00124 & NRMS00688
 Contract Type: Lump sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople (907) 488-5983
 Initial/Current(Final) Contract Cost: \$6,448,530.00
 Dates of Contract - Start Date/Completion Date: 06/23 - 12/31/23
 Scope of Work: Replace Noyse Slough Bridge #0209 on Aurora Dr in Fairbanks. Project work includes bridge work, roadside hardware, drainage imp, intersection imp, ADA imp & utility work. The betterments include replacement of water lines under Aurora Dr between Bridgewater & Cottonwood St with tie-ins to adjacent streets.
 'Location of Project: Fairbanks, AK

HC Contractors, LLC. f/n/a HC Contractors, Inc.
Work History
2022

Owner: 354th Contracting Squadron
 'Project: Snow Removal
 Contract Number: FA500420D0002/FA500422F0013
 Contract Type: Lump Sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, Inc.
 POC & Phone #: Bill Hoople (907) 488-5983
 Initial/Current(Final) Contract Cost: \$119,000.00
 Dates of Contract - Start Date/Completion Date: 02/22 - 04/22/22
 Scope of Work: Move snow piles from snow barn and take to snow dump.
 'Location of Project: Eielson AFB, AK

Owner: City of North Pole
 'Project: Snow Hauling
 Contract Number:
 Contract Type: Lump Sum
 Procurement Method: Sealed Bid
 Prime Contractor: HC Contractors, Inc.
 POC & Phone #: Bill Hoople (907) 488-5983
 Initial/Current(Final) Contract Cost: \$630,000.00
 Dates of Contract - Start Date/Completion Date: 04/22
 Scope of Work: Remove & haul snow piles from roads abd take to dump site.
 'Location of Project: North Pole, AK

Owner: State of AK, DOT&PF
 'Project: Airport Way / Cushman St Intersection Reconstruction CMCG
 Contract Number: Z640780000/0002312
 Contract Type: CMCG
 Procurement Method: Sealed Proposal
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople, (907) 488-5983
 Initial/Current(Final) Contract Cost:
 Dates of Contract - Start Date/Completion Date: 02/22 - 10/31/24
 Scope of Work: Demo exisiting buildings, construct new utilites, concrete placement, highway lighting & new signals. Widen existing intersection & pave.
 'Location of Project: Fairbanks, AK

Owner: State of AK, DOT&PF
 'Project: Alaska Hwy Passing Lanes MP 1280-1300
 Contract Number: 0A11015/NFHWHY00626
 Contract Type: Lump sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople, (907) 488-5983
 Initial/Current(Final) Contract Cost: \$5,510,521.31
 Dates of Contract - Start Date/Completion Date: 05/22 - 10/31/22
 Scope of Work: Construct passing lanes between MP 1280 & MP 1300. Improvements include roadside hardware & drainage improvements.
 'Location of Project: Tok, AK

HC Contractors, LLC. f/n/a HC Contractors, Inc.
Work History
2022

Owner: State of AK, DOT&PF
'Project: Airport Way/Steese Expy Reconstruction & Steese Expy Chena Rvr Bridge #0231 Redeck & Steese Expy Signal Interconnect - Airport Way to College Road
Contract Number: 0002385/NFHWHY00245 & 0651033/NFHWHY00421 & 0002505/NFHWHY00578
Contract Type: Lump sum
Procurement Method: Sealed bid
Prime Contractor: HC Contractors, LLC
POC & Phone #: Bill Hoople, (907) 488-5983
Initial/Current(Final) Contract Cost: \$20,953,152.40
Dates of Contract - Start Date/Completion Date: 05/22 - 10/21/23
Scope of Work: Reconstruct intersection @ Aiport Way, Steese Expy, Gaffney Rd & Rich Hwy. Work incl roadside hardware, drainage imp, intersection imp, utilities & ADA imp including curb ramps & sidewalks. Replace Chena Rvr Bridge & resurface Steese Expy. Install fiber optic signal interconnect system to signals, roadside hardware.
'Location of Project: Fairbanks, AK

Owner: State of AK, DOT&PF
'Project: AK Hwy MP 1235-1252 Rehab & AK Hwy MP 1222-1227 Resurfacing & Tetlin National Wildlife Refuge Visitor Center Parking & Site Improvements (WFL)
Contract Number: 0A11016/NFHWHY00624 & 0A22007/NFHWHY00589 & 27563001/NFHWHY00550
Contract Type: Lump sum
Procurement Method: Sealed bid
Prime Contractor: HC Contractors, LLC
POC & Phone #: Bill Hoople, (907) 488-5983
Initial/Current(Final) Contract Cost: \$24,961,740.00
Dates of Contract - Start Date/Completion Date: 06/22 - 10/31/23
Scope of Work: Rehabilitate AK Hwy MP 1235-1252 & construct passing lanes - includes bridge work, roadside hardware, drainage imp, intesection imp, utilities & wayside repairs. Resurface AK Hwy MP 1222-1227 - includes bridge work, drainage imp, roadside hardware & utilities. Paving of a parking lot area at Tetlin Ntl Wildlife Refuge Center at MP 1229. Build new vault toilet at Hidden Lake Trail Head MP 1240 & paving the driveway at Tetlin Ntl Wildlife Refuge Headquarters in Tok MP 1314.
'Location of Project: Northway, AK

Owner: TrailerCraft
'Project: TrailerCraft Fairbanks
Contract Number: 856
Contract Type: Lump Sum
Procurement Method: Sealed Bid
Prime Contractor: Criterion General Inc.
POC & Phone #: (907) 277-3200
Initial/Current(Final) Contract Cost: \$676,880.00
Dates of Contract - Start Date/Completion Date: 05/22 - 12/31/22
Scope of Work: Excavation & backfill for building structure, water & sewer utilities, pave parking lot.
'Location of Project: Fairbanks, AK

Owner: State of AK, DOT&PF
'Project: FAST Area Surface Upgrades FFY2022
Contract Number: 0002512/NFHWHY00603
Contract Type: Lump sum
Procurement Method: Sealed bid
Prime Contractor: HC Contractors, LLC
POC & Phone #: Bill Hoople, (907) 488-5983
Initial/Current(Final) Contract Cost: \$604,388.00
Dates of Contract - Start Date/Completion Date: 06/22 - 10/31/22
Scope of Work: Resurface paved & unpaved roads, driveways & bike paths in Fairbanks & North Pole, AK.
'Location of Project: Fairbanks & North Pole, AK

HC Contractors, LLC. f/n/a HC Contractors, Inc.
Work History
2022

Owner: State of AK, DOT&PF
 'Project: Richardson Hwy MP 329-340 Pavement Preservation
 Contract Number: 0714027/NFHWHY00583
 Contract Type: Lump sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople, (907) 488-5983
 Initial/Current(Final) Contract Cost: \$1,277,877.75
 Dates of Contract - Start Date/Completion Date: 06/22 - 08/31/22
 Scope of Work: Apply single layer of chip seal surfacing to Richardson Hwy MP 329-340. Mailbox improvements and paint striping.
 'Location of Project: Eielson AFB, AK

Owner: Dept of the Army
 'Project: FTW425 Repairing River Rd Bridge
 Contract Number: W911KBC0021
 Contract Type: Lump Sum
 Procurement Method: Sealed Bid
 Prime Contractor: Brice Civil Constructors
 POC & Phone #: (907) 243-4502
 Initial/Current(Final) Contract Cost: \$268,337.00
 Dates of Contract - Start Date/Completion Date: 06/22
 Scope of Work: Demo asphalt, water proof membrane & complete paving installation.
 'Location of Project: Fort Wainwright, AK

Owner: 354th Contracting Squadron
 'Project: FTQW 20-1014 Repair Airfield Paint FT22 MATOC
 Contract Number: FA500420D0002/FA500422F0027
 Contract Type: Lump Sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, LLC
 POC & Phone #: Bill Hoople (907) 488-5983
 Initial/Current(Final) Contract Cost: \$423,898.30
 Dates of Contract - Start Date/Completion Date: 07/22
 Scope of Work: Airfield striping
 'Location of Project: Eielson AFB, AK

Owner: State of AK, DOT&PF
 'Project: Northern Region ADA Improvements - Fairbanks: Geist Road
 Contract Number: 0002515/NFHWHY00504
 Contract Type: Lump sum
 Procurement Method: Sealed bid
 Prime Contractor: HC Contractors, ILLC
 POC & Phone #: Bill Hoople, (907) 488-5983
 Initial/Current(Final) Contract Cost: \$756,660.20
 Dates of Contract - Start Date/Completion Date: 07/22 - 07/31/23
 Scope of Work: Reconstruct ADA Imp & widen sidewalks.
 'Location of Project: Fairbanks, AK

HC Contractors, LLC. f/n/a HC Contractors, Inc.
Work History
2022

Owner: State of AK, DOT&PF
'Project: Lake Louise Rd Resurfacing
Contract Number: 0809007/NFHWY00481
Contract Type: Lump sum
Procurement Method: Sealed bid
Prime Contractor: Qayaq Construction
POC & Phone #: (907)
Initial/Current(Final) Contract Cost: \$563,535.00
Dates of Contract - Start Date/Completion Date: 07/22 - 08/22
Scope of Work: Crush rock
'Location of Project: Wasilla, AK

Owner:
'Project: Kaktovik Gravel Procurement
Contract Number: 57272
Contract Type: Time & Materials
Procurement Method:
Prime Contractor: Qayaq Construction
POC & Phone #: (907)
Initial/Current(Final) Contract Cost: \$263,922.00
Dates of Contract - Start Date/Completion Date: 07/22 - 09/22
Scope of Work: Extract and transport gravel materials
'Location of Project: Kaktovik, AK

Owner: Regional Contracting Office
'Project: Airfield Marking & Painting
Contract Number: FA500420D0002/W912D022F0095
Contract Type: Lump Sum
Procurement Method: Sealed Bid
Prime Contractor: HC Contractors, LLC
POC & Phone #: Bill Hoople (907) 488-5983
Initial/Current(Final) Contract Cost: \$662,800.00
Dates of Contract - Start Date/Completion Date: 08/22 - 06/23
Scope of Work: Airfield Marking & Painting

'Location of Project: FT Wainwright, AK

Owner: 354th Contracting Squadron
'Project: FTQW21-2004 Repair Parking Lot B3130
Contract Number: FA500420D0002/W50S6K22F0006
Contract Type: Lump Sum
Procurement Method: Sealed Bid
Prime Contractor: HC Contractors, LLC
POC & Phone #: Bill Hoople (907) 488-5983
Initial/Current(Final) Contract Cost: \$24,630.00
Dates of Contract - Start Date/Completion Date: 09/22 - 10/08/22
Scope of Work: Repair parking lot at Bldg 3130. Paving.
'Location of Project: Eielson AFB, AK

Owner: General Services Administration
'Project: Replace Sewage Lagoons
Contract Number: 47PL0122C0010
Contract Type: Lump Sum
Procurement Method: Sealed Bid
Prime Contractor: Ames 1, LLC
POC & Phone #: Ashley Bent (907) 344-0067
Initial/Current(Final) Contract Cost: \$40,180.00
Dates of Contract - Start Date/Completion Date: 09/22
Scope of Work: HMA trench patching at three locations.
'Location of Project: Alcan Border, AK

HC Contractors, LLC. f/n/a HC Contractors, Inc.
Work History
2022

Owner: Crowley Government Services
'Project: Crowley's Moose Creek Terminal Facility
Contract Number: 2219
Contract Type: Lump Sum
Procurement Method: Sealed Bid
Prime Contractor: Latitude 63, LLC
POC & Phone #: Chip Anderson (907) 982-9696
Initial/Current(Final) Contract Cost: \$34,315.00
Dates of Contract - Start Date/Completion Date: 10/22
Scope of Work: Pave lots
'Location of Project: Moose Creek, AK

Owner: 354th Contracting Squadron
'Project: FY23 Eielson Snow Removal
Contract Number: FA500420D0002/FA500423F0009
Contract Type: Lump Sum
Procurement Method: Sealed bid
Prime Contractor: HC Contractors, LLC
POC & Phone #: Bill Hoople (907) 488-5983
Initial/Current(Final) Contract Cost: \$1,035,000.00
Dates of Contract - Start Date/Completion Date: 11/16/22 - 06/03/23
Scope of Work: Remove snow piles in parking lots.
'Location of Project: Eielson AFB, AK

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

Bid Forms

Bid Cover Sheet

Letting ID: NFHWY00124
01/31/2023 02:00:00 PM

Proposal ID: NFHWY00124

Aurora Drive Noyes Slough Bridge #0209 Replacement

Project ID(s):
NFHWY00124 NRMS00688

HC Contractors, LLC

Company Name

PO Box 80688 Fairbanks 99708

Company Address

907-488-5983

Phone Number

bill.hoople@hccontractors.net

Email

Bid Schedule

Line Number	Item Number	Quantity	Unit	Unit Bid Price	Amount Bid
Section 1					
Basic Bid-NFWY00124, Aurora Drive Noyes Slough Bridge #0209 Replacement					
10	202.2029.0000	10000.00	CS	\$1.00	\$10,000.00
	Resolution of Conflicts				
20	201.0009.0000	1.00	LS	\$30,000.00	\$30,000.00
	Clearing and Grubbing				
30	202.0002.0000	3000.00	SY	\$3.00	\$9,000.00
	Removal of Pavement				
40	202.0003.0000	600.00	SY	\$9.00	\$5,400.00
	Removal of Sidewalk				
50	202.0009.0000	1100.00	LF	\$5.00	\$5,500.00
	Removal of Curb and Gutter				
60	202.0023.0000	1.00	LS	\$350,000.00	\$350,000.00
	Removal of Bridge No. 209				
70	202.2022.0000	104.00	LF	\$15.00	\$1,560.00
	Removal of Fence				
80	203.0003.0000	1900.00	CY	\$15.00	\$28,500.00
	Unclassified Excavation				
90	203.0006.0000	300.00	TON	\$25.00	\$7,500.00
	Borrow				
110	205.0006.0000	1010.00	CY	\$60.00	\$60,600.00
	Structural Fill				
120	301.0001.00D1	600.00	TON	\$50.00	\$30,000.00
	Aggregate Base Course, Grading D-1				
130	304.0001.000F	1700.00	TON	\$28.00	\$47,600.00
	Subbase, Grading F				
140	401.0001.002B	468.00	TON	\$250.00	\$117,000.00
	HMA, Type II; Class B				
150	501.0001.0000	1.00	LS	\$600,000.00	\$600,000.00
	Class A Concrete				
160	501.0007.0000	7.00	EACH	\$114,000.00	\$798,000.00
	Precast Concrete Member, 92'-0" Decked Bulb-Tee				
170	503.0001.0000	1.00	LS	\$76,000.00	\$76,000.00
	Reinforcing Steel				
180	503.0002.0000	1.00	LS	\$80,000.00	\$80,000.00
	Epoxy-Coated Reinforcing Steel				
190	505.0005.0000	1290.00	LF	\$160.00	\$206,400.00
	Furnish Structural Steel Pipe Piles, 2'-0" Dia. x 1/2"				
200	505.0006.0000	12.00	EACH	\$54,000.00	\$648,000.00
	Drive Structural Steel Pipe Piles, 2'-0" Dia. x 1/2"				
210	505.0009.0000	6335.00	SF	\$110.00	\$696,850.00
	Structural Steel Sheet Piles				
220	507.0001.0003	270.00	LF	\$400.00	\$108,000.00
	Steel Bridge Railing, 3-Tube				
230	507.0006.0000	215.00	LF	\$225.00	\$48,375.00

Cable Safety Railing				
240	525.2001.0000	1.00 LS	\$600,000.00	\$600,000.00
Polyester Concrete Overlay				
250	604.0004.0000	5.00 EACH	\$1,000.00	\$5,000.00
Adjust Existing Manhole				
260	604.0016.0000	5.00 EACH	\$1,200.00	\$6,000.00
Adjust Inlet Frame and Grate				
270	606.0006.0000	319.00 LF	\$10.00	\$3,190.00
Removing and Disposing of Guardrail				
280	606.0013.0000	4.00 EACH	\$6,000.00	\$24,000.00
Parallel Guardrail Terminal				
290	606.0016.0000	4.00 EACH	\$6,300.00	\$25,200.00
Transition Rail				
300	608.0001.0006	650.00 SY	\$130.00	\$84,500.00
Concrete Sidewalk, 6 inches thick				
310	608.0006.0000	7.00 EACH	\$3,500.00	\$24,500.00
Curb Ramp				
320	609.0002.0001	1100.00 LF	\$50.00	\$55,000.00
Curb and Gutter, Type 1				
330	611.0001.0002	130.00 CY	\$250.00	\$32,500.00
Riprap, Class II				
340	615.0001.0000	68.25 SF	\$300.00	\$20,475.00
Standard Sign				
350	615.0002.0000	8.00 EACH	\$350.00	\$2,800.00
Remove and Relocate Sign				
360	618.0002.0000	20.00 LB	\$200.00	\$4,000.00
Seeding				
370	620.0001.0000	1200.00 SY	\$12.00	\$14,400.00
Topsoil				
380	626.0001.0012	254.00 LF	\$350.00	\$88,900.00
Sanitary Sewer Conduit, 12 Inch				
390	626.2020.0000	1.00 LS	\$165,000.00	\$165,000.00
Sanitary Sewer Lift Station Bypass				
410	627.2000.0000	1.00 LS	\$178,000.00	\$178,000.00
Water Main Relocation				
430	631.0002.0001	230.00 SY	\$6.00	\$1,380.00
Geotextile, Erosion Control, Class 1				
440	639.2000.0000	3.00 EACH	\$2,000.00	\$6,000.00
Approach				
450	640.0001.0000	1.00 LS	\$120,000.00	\$120,000.00
Mobilization and Demobilization				
460	641.0001.0000	1.00 LS	\$10,000.00	\$10,000.00
Erosion, Sediment and Pollution Control Administration				
470	641.0003.0000	1.00 LS	\$18,000.00	\$18,000.00
Temporary Erosion, Sediment and Pollution Control				
480	641.0004.0000	8000.00 CS	\$1.00	\$8,000.00
Temporary Erosion, Sediment and Pollution Control Additives				
490	641.0006.0000	0.00 CS	\$1.00	\$0.00

Withholding					
500	641.0007.0000	1.00	LS	\$5,000.00	\$5,000.00
	SWPPP Manager				
510	642.0001.0000	1.00	LS	\$60,000.00	\$60,000.00
	Construction Surveying				
520	642.0003.0000	30.00	HR	\$450.00	\$13,500.00
	Three Person Survey Party				
530	643.0002.0000	1.00	LS	\$345,000.00	\$345,000.00
	Traffic Maintenance				
540	643.0023.0000	0.00	CS	\$1.00	\$0.00
	Traffic Price Adjustment				
550	643.0025.0000	87000.00	CS	\$1.00	\$87,000.00
	Traffic Control				
560	643.2005.0000	1.00	LS	\$3,500.00	\$3,500.00
	Public Information Program				
570	643.2016.0000	1.00	LS	\$25,000.00	\$25,000.00
	Road Closure				
580	644.0001.0000	1.00	LS	\$20,000.00	\$20,000.00
	Field Office				
590	645.0001.0000	500.00	LH	\$1.00	\$500.00
	Training Program, 1 Trainee/Apprentice				
600	646.0001.0000	1.00	LS	\$4,000.00	\$4,000.00
	CPM Scheduling				
610	670.0001.0000	1.00	LS	\$12,000.00	\$12,000.00
	Painted Traffic Markings				
Section 1 Total					\$6,036,630.00

Section 2

Basic Bid-NRMB00688, Aurora Drive Noyes Slough Bridge - GHU Water Betterment

620	603.0021.0018	36.00	LF	\$60.00	\$2,160.00
	Corrugated Polyethylene Pipe 18 Inch				
630	603.0021.0024	53.00	LF	\$80.00	\$4,240.00
	Corrugated Polyethylene Pipe 24 Inch				
640	626.2002.0000	1.00	LS	\$130,000.00	\$130,000.00
	Sanitary Sewer Lift Station				
650	626.2020.0000	1.00	LS	\$65,000.00	\$65,000.00
	Sanitary Sewer Lift Station Bypass				
665	627.0001.0006	60.00	LF	\$350.00	\$21,000.00
	Ductile Iron Water Conduit, 6 Inch, 350				
670	627.0001.0012	640.00	LF	\$260.00	\$166,400.00
	Ductile Iron Water Conduit, 12 Inch, 350				
690	627.0009.0010	3.00	EACH	\$2,200.00	\$6,600.00
	Gate Valve, 10 Inch				
700	627.0009.0012	4.00	EACH	\$2,500.00	\$10,000.00
	Gate Valve, 12 Inch				
710	640.0001.0000	1.00	LS	\$6,500.00	\$6,500.00
	Mobilization and Demobilization				

Letting ID: NFWY00124
Letting Date & Time: 01/31/2023 02:00:00 PM

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Proposal ID: NFWY00124
Federal Number: 0629001

Section 2 Total \$411,900.00

Item Total \$6,448,530.00

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID SCHEDULE INFORMATION

Aurora Drive Noyes Slough Bridge #0209 Replacement

Proposal ID: NFHWY00124

Bidders Please Note: Before preparing this Bid Schedule read carefully the Invitation to Bid.

The Bidder shall insert a unit bid price or a lump sum price in figures for each pay item in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "all required" and as further specified in the contract documents.

Wherever a contingent amount is shown for any item in this bid schedule such amount shall govern and be included in the bid total.

The bidder shall insert a price for each pay item listed below. Type or print legibly.

Additional information, including the basis of award, can be found in the Specifications, Information to Bidders, General Provisions, and General Conditions, as applicable.

Conditioned or qualified bids will be considered nonresponsive.

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID ATTACHMENTS

Aurora Drive Noyes Slough Bridge #0209 Replacement

Proposal ID: NFWY00124

It is the bidder's responsibility to ensure all documents required for this proposal per the Required Documents form have been attached. If submitting manually, all attachments must be printed and submitted with the bid. For multiple-project bid openings, if allowed by the specifications, bidders may attach the referenced statement to disqualify their successful bids. If attaching more than eight documents, combine all documents into one PDF and attach below. Scanned copies of a bid guaranty will not be accepted as an attachment to your electronic bid submittal and your bid will be found nonresponsive. A bid guaranty other than electronic bond verification through SurePathNetwork or Surety2000 with a valid Bond ID must be hand delivered or mailed to the designated regional contracts office and received before the time specified in the Invitation To Bid.

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

Attachment Description:

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

ADDENDA ACKNOWLEDGMENT

Aurora Drive Noyes Slough Bridge #0209 Replacement

Proposal ID: NFHWY00124

An addendum is a clarification, correction, or change to the plans, specifications, or other documents in the bid package issued graphically or in writing by the Department after the advertisement but prior to bid opening.

The bidder can view, download, and print addenda from the AKDOT&PF's BidExpress Proposal page. The bidder is solely responsible for obtaining, reviewing, applying and acknowledging all addenda. Bidder's failure to acknowledge all addenda that the Department has issued for this advertisement may cause the Department to reject the bid as nonresponsive.

The Undersigned acknowledges receipt of the following addenda (give number and date of each).

Addendum Number: 1 Date Issued: 01 / 11 / 2023 (MM/DD/YYYY)

Addendum Number: 2 Date Issued: 01 / 20 / 2023 (MM/DD/YYYY)

Addendum Number: 3 Date Issued: 01 / 26 / 2023 (MM/DD/YYYY)

Addendum Number: Date Issued: / / (MM/DD/YYYY)

Addendum Number: Date Issued: / / (MM/DD/YYYY)

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Letting ID: NFHWY00124

Letting Date & Time: 01/31/2023 02:00:00 PM

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Proposal ID: NFHWY00124

Federal Number: 0629001

Addendum Number: **Date Issued:** / / (MM/DD/YYYY)

Additional Addenda Acknowledgment (if required): [Addendum XX, MM/DD/YYYY]

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BIDDER'S ACKNOWLEDGMENT & CERTIFICATION

Aurora Drive Noyes Slough Bridge #0209 Replacement

Proposal ID: NFWY00124

The undersigned bidder acknowledges that:

1. It has carefully examined the bid package; the Department has afforded the bidder sufficient opportunity to examine the site of the work; it is familiar with regulatory and construction-related code requirements that may affect cost, progress, and performance of the work; and it possesses sufficient information to formulate its bid for performance of the project according to the terms and conditions of the bid package;
2. The quantities, where specified in the bid schedule or on the plans for this project, are approximate only and subject to increase or decrease and the undersigned bidder is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the bid package;
3. If the Department accepts its bid, the bidder will execute the advertised contract and provide required bonds within the time and in the amount specified in the Invitation to Bid; if the bidder fails to do so, it further agrees that it will forfeit its bid bond to the Department as liquidated damages and that the Department may award the contract to another bidder;
4. If the Department awards the bidder the advertised contract, the bidder will furnish and deliver all materials and do all work and labor required for the timely completion of the project according to the plans and specifications and for the amount and prices stated in its bid schedule, which is made a part of this bid; and
5. In a matter relating to a procurement or a contract claim, it is unlawful for a person to make a misrepresentation to the State through a trick, scheme, or device. AS 36.30.687.

By applying my signature below, I certify under penalty of perjury that:

1. The undersigned bidder has not made a misrepresentation to the Department in connection with this procurement;
2. Consistent with 2 AAC 12.800, the undersigned bidder has neither directly

nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. This bidder, its employees, and its agents have not divulged the contents of this proposal to any person who is not an employee or agent of the bidder or the surety furnishing bond(s) for bidder on this project; nor will they divulge such contents before the Department's public opening of bidder's proposal; and

3. I am the duly appointed representative of the undersigned bidder, who has authorized and empowered me to legally bind it concerning this bid proposal.

HC Contractors, LLC

Company Name

PO Box 80688 Fairbanks 99708

Company Address

907-488-5983

Phone Number

bill.hoople@hccontractors.net

Email

bill.hoople@hccontractors.net

Signature

William Hoople

Printed Name and Title

01 / 31 / 2023 (MM/DD/YYYY)

Date

Letting ID: NFHWY00124

Letting Date & Time: 01/31/2023 02:00:00 PM

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Proposal ID: NFHWY00124

Federal Number: 0629001

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID GUARANTY

Aurora Drive Noyes Slough Bridge #0209 Replacement

Proposal ID: NFHWY00124

Submitting Electronic bond verification

Bond ID: SAK01253153

Surety Registry Service: Surety2000

If submitting a paper bid bond, use the Bid Bond Form (25D-14) included in the proposal bid package.

A bid guaranty other than electronic bond verification through SurePathNetwork or Surety2000 with a valid Bond ID must be hand delivered or mailed to the designated regional contracts office and received before the time specified in the Invitation To Bid.

The Bond Goal below is the minimum mandatory requirement.



01-25-2023

Bid Bond in Accordance with Contract Specifications

SAK01253153

HC Contractors, LLC

Bond Number

Principal Name

PO Box 80688, Fairbanks, AK, 99708, US

Principal Address

Principal Signature

Alaska Department of Transportation & Public Facilities

PO Box 112500, Juneau, AK, 99811, US

Owner/Obligee Name

Owner/Obligee Address

Bond Information

01-31-2023

Federal Insurance Company

HCC02212

Bid Date

Surety

Contractor Vendor ID Number

NFHWY00124

Contract ID Number

Replace the Noyes Slough Bridge #0209 on Aurora Drive in Fairbanks. Project work includes bridge work, roadside hardware, drainage improvements, intersection improvements, ADA improvements and utility work. The betterments include replacement of water lines under Aurora Drive between Bridgewater and Cottonwood Street with tie-ins to adjacent streets.

Description of Job

Amount of Bid Security

Bid Security Maximum

5%

Bid Security Percentage

Jana M Roy

Attorney-in-Fact

Parker, Smith & Feek

Bond Entered and Executed By

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Federal Insurance Company, a Corporation duly organized under the laws of the State of IN, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Jana M Roy

Unlimited

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316665
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 01-25-2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com





STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHWY00124 & NRMS00688
Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

HC Contractors, LLC
Company Name

PO Box 80688, Fairbanks, AK 99708
Company Address (Street or PO Box, City, State, Zip)

a/an Individual Partnership Joint Venture Sole Proprietorship Corporation incorporated under the laws of the State of Alaska, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

Six Million, Four Hundred Forty-Eight Thousand, Five Hundred Thirty & 00/100 ----- Dollars
(\$6,448,530.00) -----, and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such. *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full. *The Alaska Standard Specifications for Highway Construction* can be downloaded at <http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml>.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **DECEMBER 31, 2023** or within N/A calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover **Three Thousand, Eight Hundred & 00/100** ----- dollars **(\$3,800)** ----- per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of **\$6,448,530.00** Payment Bond, and **\$6,448,530.00** Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

HC Contractors, LLC

Company Name

William Hoople

Signature of Authorized Company Representative


William Hoople, CEO/Manager

Typed Name and Title

02/13/2023

Date

(Corporate Seal)



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES**

Signature of Contracting Officer

Joseph P. Kemp

Joseph P. Kemp, P.E.

Typed Name

2/22/23

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. 800150287

For

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHWHY00124 & NRMS00688
Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That HC Contractors, LLC
of PO Box 80688, Fairbanks, AK 99708 as Principal,
and Atlantic Specialty Insurance Company
of 2233 112th Avenue NE, Bellevue, WA 98004 as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

Six Million, Four Hundred Forty-Eight Thousand, Five Hundred Thirty & 00/100 ----- Dollars
(\$6,448,530.00) ----- good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the 22nd of February A.D., 2023, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Bellevue, WA,
this _____ day of _____ A.D., 20____.

Principal: HC Contractors, LLC
Address: PO Box 80688, Fairbanks, AK 99708
By: *William Hoople*
Contact Name: William Hoople
Phone: (907) 488-5983

Surety: Atlantic Specialty Insurance Company
Address: 2233 112th Avenue NE, Bellevue, WA 98004
By: *Jana M. Roy*
Contact Name: Jana M. Roy, Attorney-in-Fact
Phone: (425) 709-3600



The offered bond has been checked for adequacy under the applicable statutes and regulations:

Joseph P. Kemp, P.E.
Alaska Department of Transportation & Public Facilities Authorized Representative

2/22/23
Date

See Instructions on Reverse

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. 800150287

For

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHwy00124 & NRMS00688

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That HC Contractors, LLC
of PO Box 80688, Fairbanks, AK 99708 as Principal,
and Atlantic Specialty Insurance Company
of 2233 112th Avenue NE, Bellevue, WA 98004 as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

Six Million, Four Hundred Forty-Eight Thousand, Five Hundred Thirty & 00/100 Dollars
(\$6,448,530.00) good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the 22nd of February A.D., 20 23, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Bellevue, WA,
this _____ day of _____ A.D., 20 ____.

Principal: HC Contractors, LLC

Address: PO Box 80688, Fairbanks, AK 99708

By: [Signature]

Contact Name: William Hoopfe

Phone: (907) 488-5983

Surety: Atlantic Specialty Insurance Company

Address: 2233 112th Avenue NE, Bellevue, WA 98004

By: [Signature]

Contact Name: Jana M. Roy, Attorney-in-Fact

Phone: (425) 709-3600



The offered bond has been checked for adequacy under the applicable statutes and regulations:

Joseph P. Kemp, P.E.
Alaska Department of Transportation & Public Facilities Authorized Representative

2/22/23
Date

See Instructions on Reverse

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Deanna M. French, Susan B. Larson, Elizabeth R. Hahn, Jana M. Roy, Scott McGilvray, Mindee L. Rankin, Ronald J. Lange, John R. Claeys, Roger Kaltenbach, Guy Armfield, Scott Fisher, Andrew P. Larsen, Nicholas Fredrickson, William M. Smith, Derek Sabo, Charla M. Boadle, Andrew Kerslake, Sharon L. Pope, Alec Gumpfer, Katelyn Cooper**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

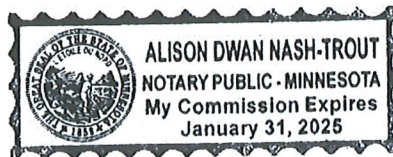
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary



MATERIAL ORIGIN CERTIFICATE

Federal-Aid Highway Contracts


Aurora Drive Noyes Slough Bridge #0209 Replacement

Project Name and Number: 0629001/NFHWHY00124 & NRMB00688

FOREIGN CONSTRUCTION MATERIALS AND PRODUCTS ¹	COUNTRY OF ORIGIN	COST ²
NONE		

I certify under penalty of law that all construction materials, steel products, and iron products to be furnished for this project are manufactured in the United States, and comply with the requirements of Public Law No. 117-58, Sections 70901-52, 23 CFR 635.410, and Contract subsection 106-1.01, Buy America Provisions; except for those foreign construction materials and products that are listed on this page or on a separate and clearly identified attachment.³ The term "manufactured in the United States" is defined in Contract subsection 106-1.01, Buy America Provision.

I certify that I have knowledge that submitting false statements and/or information may result in civil and criminal penalties.


Authorized Corporate Signature

02/13/2023
Date

William Hoople
Printed Name

HC Contractors LLC
Contractor's Company Name

CEO/Manager
Position Title



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

EEO-1 CERTIFICATION
Federal-Aid Contracts

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHwy00124 & NRMS00688
Project Name and Number

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)] and must be completed by the successful Bidder and each proposed Subcontractor participating in this contract.

PLEASE CHECK APPROPRIATE BOXES

The Bidder Proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed Subcontractors with 50 or more year-round employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year that the two conditions exist (50 employees and a \$50,000 federal contract).

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

NO (go to PART B) YES (go to PART C)

Instructions and blank Standard Report Form 100 may be obtained by contacting:

EEOC - Surveys Division
131 M Street, NE - Room 4SW22G
Washington, D.C. 20507
Telephone number: (877)392-4647 or (866)286-6440

PART B. The company named below has submitted the Standard Report Form 100 this year.

NO YES

Note: Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.



Signature of Authorized Company Representative

CEO/Manager
Title

HC Contractors, LLC
Company Name

PO Box 80688, Fairbanks AK 99708
Company Address (Street or PO Box, City, State, Zip)

02/13/2023
Date

(907) 488-5983
Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

TRAINING UTILIZATION REPORT
Federal-Aid Highway Contracts

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHwy00124 & NRMS00688

Project Name and Number

Training Program Special Provision, Section 645 specifies the number of minorities and/or women to be trained and the number of hours of training to be provided under this Contract; the Contractor may train non-minority males in compliance with Section 645, but only if documentation of good faith efforts has been submitted to, and approved by, the Engineer, prior to the employment of such non-minority male(s). Good faith efforts, at a minimum, must be as extensive as the recruitment efforts listed in the EEO Bid Conditions (Form 25A-301).

The number of individuals to be trained under this Contract is 1.

The number of hours of training to be provided is 500.

This Training Special Provision implements 23CFR 230, Subpart A, Appendix B. Contractors can use either training programs approved by the U.S. Department of Labor, Office of Apprenticeship (USDOL/OA), or training programs approved by DOT&PF. The Contractor must complete this form indicating the type of training to be provided, the number of individuals to be trained in each trade or job classification, the number of hours of training to be provided,³ and the anticipated training start date.

1. To be completed by Contractors using USDOL/OA Training Programs: Indicate below the number of apprentices, total number of hours, type of training, and anticipated start dates for each craft selected:

APPROVED CRAFTS, CERTIFICATION NUMBERS AND JURISDICTIONAL AREAS

STATEWIDE JURISDICTION				SOUTH OF THE 63° PARALLEL			
Craft/Cert Number	No. of Appr.	No. of Hrs.	Start Date	Craft/Cert Number	No. of Appr.	No. of Hrs.	Start Date
Asbestos Worker #90032				Carpenter #74032			
Bricklayer #85040				Painter #72820			
Cement Mason & Plasterer #78533				Pipefitter #72586			
Electrician #81299				Plumber #83534 ¹			
Ironworker #76779				Sheetmetal Worker #74072			
Op. Engineer #X90349				Other #			
Roofer #X90317				NORTH OF THE 63° PARALLEL			
Piledriver ² (3/30/75)				Carpenter #47990			
Camp Culinary ² (4/25/74)				Painter #77750			
Laborer #XAK92T017	1	500	05/23	Fitter/Plumber #75055			
Other # _____				Sheetmetal #76781			
Other # _____				Other # _____			
				Other # _____			

- Juneau Jurisdictional area is #83534 and Anchorage area is #72586.
- U.S. DOL does not assign Certification numbers to these training programs. Only approval dates.
- The total number of hours of training shall equal the hours of training shown in the Bid Schedule, Pay Item 645(1).

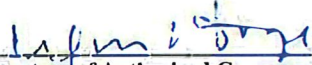
2. To be completed by Contractors using DOT&PF training programs: Indicate below the type of training, number of trainees, number of hours of training (500 hours per trainee), and anticipated start dates.

Job Classification	No. Trainees	Total No. Hrs.	Anticipated Start Date(s)

3. To be completed by all Contractors as part of the Contractor's EEO affirmative action program, the Contractor certifies that all training will be provided by the Contractor as stated in items 1 OR 2 above, in accordance with Training Program Special Provision, Section 645.


HIC Contractors LLC PO Box 80688, Fairbanks AK 99708
 Company Name Company Address

Missy Baron missy.baron@hcccontractors.net / 907-488-5919
 Point of Contact E-mail / Phone Number

 02/13/2023
 Signature of Authorized Company Representative Date

To be completed by the DOT&PF OJT Coordinator prior to contract award:
 Training Program(s) approve for this Project and Date Approved:

Training Program	Trainee (s) / Apprentice (s)	Hours	Date Approved
Laborer	One (1) Apprentice @ 500/pos.	500	02-15-2023

 02-15-2023
 Signature of DOT&PF OJT Coordinator Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
**DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION REPORT**

Federal-Aid Contracts

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHwy00124 & NRMBS00688

Project Name and Number

The undersigned hereby certifies on behalf of the bidder that:

A. It is is not a DOT & PF certified DBE or DBE joint venture.

B. The required good faith efforts (GFE) documentation is attached.

C. Listed below are the **certified** DBEs to be used in this contract. Included are the firm name, bid items or portions of work to be performed by the item number, type of DBE credit claimed, and the creditable dollar amount to be counted toward the Department's overall DBE Utilization Goal.

FIRM NAME	BID ITEM, WORK, OR PRODUCT	SUBCONTRACT AMOUNT*	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT**
Central Environmental, Inc.	202(0023)	\$ 239,347.00	Sub	\$ 239,347.00
PFK Enterprises	Hauling for: 201.0009, 202.0002, 202.0003, 202.0009, 202.2022, 203.0003, 203.0006, 205.0006, 301.0001.00D1, 304.0001.000F, 401.0001.002B	\$ 42,904.00	B	\$ 2,145.20

*or expenditure amount or fee/commission amount **(Subcontract amount × Creditable CUF % per 120-4.01).
If more room necessary, submit additional, signed copies of this form.

Total Creditable DBE Utilization Amount	\$	241,492.20
Basic Bid Amount	\$	6,448,530.00
DBE Utilization as % of Basic Bid Amount		3.745%
Department's Overall DBE Utilization Goal***		8.28 %

***This is the overall goal of the Department and is not a set DBE Goal specific to this contract.

[Signature]
Signature of Authorized Company Representative

HC Contractors, LLC
Company Name

02/06/23
Date

CEO/Manager
Title

PO Box 80688 Fairbanks, AK 99708
Company Address (Street or PO Box, City, State, Zip)

(907) 488-5983
Phone Number



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT
Federal-Aid Contracts

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHWHY00124 & NRMS00688
Project Name and Number

All firms bidding on Alaska Department of Transportation and Public Facilities (DOT&PF) projects must have a written commitment from each DBE firm to be subcontracted. Please complete this form for each DBE firm and submit to the DOT&PF Regional Compliance Officer.

If you have any questions, please call (907) 269-0851.

Name of DBE Firm: Central Environmental, Inc.
Street Address: 229 E Whitney Rd Anchorage, AK 99501
Mailing Address: 229 E Whitney Rd City: Anchorage
State: AK Zip Code: 99501
Telephone Number: (907) 561-0125 Fax number: (907) 561-0178

Description of the work that DBE firm will perform: 202.0023.000

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ 239,347.00

Signatures of Authorized representatives of the Prime Contractor and the DBE firm below represent the written commitment by the Prime Contractor to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

[Signature] 2/6/23 [Signature] 2/6/23
Prime Contractor Signature Date DBE Firm Signature Date

Prime Contractor Firm: HC Contractors, LLC
Address: PO Box 80688
Fairbanks, AK 99708
Telephone Number: (907) 488-5983 Fax number: (907) 488-9830



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT
Federal-Aid Contracts

Aurora Drive Noyes Slough Bridge #0209 Replacement, 0629001/NFHwy00124 & NRMS00688
Project Name and Number

All firms bidding on Alaska Department of Transportation and Public Facilities (DOT&PF) projects must have a written commitment from each DBE firm to be subcontracted. Please complete this form for each DBE firm and submit to the DOT&PF Regional Compliance Officer.

If you have any questions, please call (907) 269-0851.

Name of DBE Firm: PFK Enterprises
Street Address: 612 Goldenwood Dr. North Pole, AK 99705
Mailing Address: PO Box 83576 City: Fairbanks
State: AK Zip Code: 99708
Telephone Number: (907) 322-2247 Fax number: (907) 490-6835

Description of the work that DBE firm will perform: Hauling for the following line items:
201.0009, 202.0002, 202.0003, 202.0009, 202.2022, 203.0003, 203.0006
205.0006, 301.0001.00D1, 304.0001.000F, 401.0001.002B

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ 42,904.00

Signatures of Authorized representatives of the Prime Contractor and the DBE firm below represent the written commitment by the Prime Contractor to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

[Signature] 2/6/2023 [Signature] 2/6/2023
Prime Contractor Signature Date DBE Firm Signature Date

Prime Contractor Firm: HC Contractors, LLC
Address: PO Box 80688
Fairbanks, AK 99708
Telephone Number: (907) 488-5983 Fax number: (907) 488-9830

State of Alaska, Standard Specifications
for Highway Construction, Dated 2020 are
modified as follows:

STANDARD MODIFICATIONS

STANDARD MODIFICATIONS
Project No. 0629001/NFHwy00124
& NRMBS00688
Aurora Drive Noyes Slough
Bridge #0209 Replacement

**SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS**

04/30/22 (HSM20-42)

102-1.05 PREPARATION OF BID. *In the third paragraph, replace the fourth sentence with the following:* If the bidder is a joint venture, the bid must be signed by an officer or agent with authority to bind the joint venture.

**SECTION 104
SCOPE OF WORK**

11/30/2020 (HSM20-2)

104-1.06 VALUE ENGINEERING CHANGE PROPOSALS BY CONTRACTOR. *Delete item 3.e of this subsection and substitute the following:* The Contractor may submit VECPs for an approved subcontractor. If the Contractor elects to submit a VECP for an approved subcontractor and it is subsequently accepted by the Department, the Department will reimburse the Contractor per 104-1.06.5.

**SECTION 106
CONTROL OF MATERIAL**

12/31/21 (HSM20-20)

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. *Add the following:*

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, including any future amendments thereto that are applicable to the project.

By submitting a bid or by execution of the contract, the Contractor certifies that it has not entered into a contract nor extended or renewed a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor further certifies that it has complied with the requirements of 2 CFR 200.216 and that it will continue to do so throughout the term of the Contract.

**SECTION 108
PROSECTUTION AND PROGRESS**

01/01/22 (HSM20-41)

108-1.01 SUBCONTRACTING OF CONTRACT. *In item 1.g delete “AS 45.45.101(a)” and substitute the following:* AS 45.45.010(a).

In item 2.f delete “AS 45.45.101(a)” and substitute the following: AS 45.45.010(a).

07/01/22 (HSM20-43)

108-1.07 FAILURE TO COMPLETE ON TIME. *Replace Table 108-1 with the following:*

**TABLE 108-1
DAILY CHARGE FOR LIQUIDATED DAMAGES
FOR EACH CALENDAR DAY OF DELAY**

Original Contract Amount		Daily Charge
From More Than	To and Including	
\$ 0	500,000	\$1,400
500,000	1,000,000	1,700
1,000,000	5,000,000	2,600
5,000,000	10,000,000	3,800
10,000,000	25,000,000	4,500
25,000,000	-----	6,600

**SECTION 109
MEASUREMENT AND PAYMENT**

11/30/2020 (HSM20-3)

109-1.08 FINAL PAYMENT. *Add the following after the fifth paragraph of this subsection:* On federally funded projects, if DOLWD Wage and Hour Administration notifies the Department of a pending prevailing wage investigation, and that the investigation is preventing the closing out of the project, the Contractor may place the notified amount in escrow under Wage and Hour for the exclusive purpose of satisfying unpaid prevailing wages. Upon receipt of notice from Wage and Hour that the contractor has satisfactorily transferred the necessary funds into escrow, the Department will proceed to issue final payment.

**SECTION 120
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

12/31/21 (HSM20-21)

120-1.01 DESCRIPTION. *In the first sentence of the second paragraph, delete “8.83 percent” and substitute the following:* 8.28 percent.

120-3.01 DETERMINATION OF COMPLIANCE. *Delete the statement in 2.a. Written DBE Commitment and substitute the following:* Complete Form 25A-326 for each DBE to be used on the project.

**SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

11/30/2020 (HSM20-4)

202-5.01 BASIS OF PAYMENT. In the first paragraph, delete the words “and 22.0013._____” and substitute the following: and 202.0013._____.

In the fourth paragraph, delete the words “Items 020.0014._____” and substitute the following: Items 202.0014._____

**SECTION 203
EXCAVATION AND EMBANKMENT**

11/30/2020 (HSM20-5)

203-3.04 COMPACTION WITH MOISTURE AND DENSITY CONTROL. In the second paragraph of this subsection, delete the words “and ATM 214”.

**SECTION 205
EXCAVATION AND FILL FOR MAJOR STRUCTURES**

11/30/2020 (HSM20-5)

205-3.05 COMPACTION. In the second paragraph of numbered paragraph 1. Compaction With Moisture and Density Control, delete the words “and ATM 214”.

**SECTION 301
AGGREGATE BASE AND SURFACE COURSE**

11/30/2020 (HSM20-5)

301-3.03 SHAPING AND COMPACTION. In the second paragraph of this subsection, delete the words “and ATM 214”.

**SECTION 402
TACK COAT**

11/30/2020 (HSM20-6)

402-3.02 EQUIPMENT. Delete this subsection in its entirety and substitute the following: Furnish, maintain, and operate asphalt distributor to apply asphalt material uniformly at even heat on variable widths of surface up to 15 feet at readily determined and controlled flow rates. Provide an asphalt distributor capable of application rates from 0.01 to 0.11 gallon per square yard. Equip with a heater, tachometer, flow rate gauge, operable mechanical tank gauge, thermometer for measuring temperatures of tank contents, power unit for the pump and full circulation spray bars adjustable laterally and vertically.

402-3.04 APPLICATION OF ASPHALT MATERIAL. Add the following at the end of the first paragraph: Control deviation from any specified application rate to within 0.02 gallon per square yard.

Add the following after the second paragraph this subsection: After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. If necessary, the Engineer will determine when the tack has cured.

**SECTION 501
CONCRETE FOR STRUCTURES**

12/31/21 (HSM20-23)

501-2.02 COMPOSITION OF MIXTURE - JOB MIX DESIGN. Delete Table 501-4 and substitute the following:

**TABLE 501-4
AIR CONTENT REQUIREMENTS**

Class of Concrete	Air Content
A	6.0% ±0.5%
A-A	6.0% ±0.5%
P	3.50% minimum ¹ and Super Air Meter (SAM) number ≤0.20 ¹
DS	Not required

¹Not required for web and bottom flange of precast, prestressed decked bulb-tee girders.

**SECTION 510
REMOVAL OF CONCRETE BRIDGE DECK**

12/31/21 (HSM20-24)

510-3.04 HYDRODEMOLITION.

2. Concrete Removal. Delete the sixth paragraph and substitute the following: Provide night work lighting according to 643-3.10.

**SECTION 550
COMMERCIAL CONCRETE**

12/31/21 (HSM20-25)

550-2.02 COMPOSITION OF MIXTURE – JOB MIX DESIGN.

1. Submittals. Add the following to the first paragraph: Submit the JMD on Form 25D-203.

**SECTION 606
GUARDRAIL**

12/31/21 (HSM20-26)

606-2.01 MATERIALS. Delete the first paragraph in its entirety and substitute the following: Use materials that conform to the following:

Concrete	Section 550, Class B
Flexible Delineator Posts	Subsection 730-2.05
Guardrail Connection Plate	Subsection 710-2.12
Thrie-Beam Terminal Connector	Subsection 710-2.12
Guardrail Hardware	Subsection 710-2.07
Guardrail Posts and Blockouts	Subsection 710-2.06
High Strength Bolts	Subsection 716-2.03
Metal Beam Rail	Subsection 710-2.04
Terminals	Subsection 710-2.11
Wire Cable	Subsection 709-2.02

STANDARD MODIFICATIONS

Project No. 0629001/NFHwy00124
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Aurora Drive Noyes Slough
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12/31/21 (HSM20-27)
606-3.09 INSTALL NEW GUARDRAIL. Delete this subsection and substitute the following: Install guardrail as shown on the Plans.

12/31/21 (HSM20-28)
606-4.01 METHOD OF MEASUREMENT. Delete item 3 and substitute the following:

3. Transition Rail. Per each accepted connection.

SECTION 608 SIDEWALKS

11/30/2020 (HSM20-10)
608-3.01 CONCRETE SIDEWALKS. Add the following new paragraph after the ninth paragraph of this subsection: The Engineer will test the finished surface with a 10-foot straightedge. Variations of more than 1/4-inch from the edge of the straightedge across or along the sidewalk surface, except at grade changes, are unacceptable. Portions of the sidewalk surface and pedestrian ramps less than 10 feet in width or length may be tested using a shorter straightedge.

SECTION 615 STANDARD SIGNS

12/31/21 (HSM20-29)
615-2.01 MATERIALS.

1. Shop Drawings. Delete the first sentence and substitute the following: Submit shop drawings for all signs that must meet the ASDS letter width and spacing charts for variable width legends (such as D-series and I-3 signs), and which require custom shop drawings specific to the project.

**SECTION 643
TRAFFIC MAINTENANCE**

12/31/21 (HSM20-30)

643-2.02 CRASHWORTHINESS. *Delete Table 643-2 and substitute the following:*

**TABLE 643-2
WORK ZONE TRAFFIC CONTROL DEVICE AND
BARRIER CRASH TESTING COMPLIANCE**

Category	Devices	Devices Manufactured Before Dec. 31, 2019 ¹	Devices Manufactured After Dec. 31, 2019 ¹	Method of Documentation
1	Low-mass single-piece devices w/o attachments: traffic cones, tubular markers, single piece drums, delineators	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	Manufacturer's Certification for devices exceeding height and weight limits
2	Category 1 devices with attachments, barricades, portable sign supports, drums w/lights, other devices weighing less than 100 pounds but not included in category 1	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, at Test Level 3 ²
3	Fixed sign supports, truck mounted attenuators, temporary crash cushions, bridge railing, bridge and guardrail transitions, and guardrail and barrier end treatments.	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, at Test Level 3 ²
	Portable concrete and steel barriers	NCHRP 350, MASH 2009, or MASH 2016	MASH 2016	FHWA eligibility letter, at Test Level 3, unless otherwise required in the contract.

¹ The Engineer will determine whether a device is in serviceable condition. Serviceable means the device will function equivalent to a new device of the same manufacture.

² When no test level is specified in an FHWA Eligibility letter; it is implied that the tests were run for Test Level 3.

643-3.06 TRAFFIC PRICE ADJUSTMENT. Delete Table 643-3 Adjustment Rates in its entirety and substitute the following:

**TABLE 643-3
ADJUSTMENT RATES**

Published ADT	Dollars/Minute of Unauthorized Lane Reduction or Closure
Less than 1,000	\$6
1,000-4,999	\$25
5,000-9,999	\$75
10,000-29,999	\$105
30,000+	\$150

**SECTION 702
ASPHALT MATERIALS**

12/31/21 (HSM20-32)

702-2.03 EMULSIFIED ASPHALT.

1. Cationic Emulsified Asphalt. Delete the sentence and substitute the following: Meet AASHTO M 208, except CRS-2P meet AASHTO M 316.

**SECTION 703
AGGREGATES**

05/01/22 (HSM20-40)

703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE. In Table 703-1 replace the line for Degradation Value with the following:

**TABLE 703-1
AGGREGATE QUALITY PROPERTIES FOR BASE AND SURFACE COURSE**

PROPERTY	BASE COURSE	SURFACE COURSE	TEST METHOD
Micro-Deval	15%, max.	15%, max.	AASHTO T 327

703-2.04 AGGREGATE FOR HOT MIX ASPHALT. *In Table 703-3 replace the line for Degradation Value with the following:*

**TABLE 703-3
COARSE AGGREGATE QUALITY FOR HMA**

Description	Specification	Type II, Class A	Type I, Type II Class B, Type III	Type IV	Type V	Type SP
Micro-Deval, max.	AASHTO T 327	18%	18%	18%	18%	18%

703-2.05 AGGREGATE FOR COVER COAT AND SURFACE TREATMENT. *In Table 703-5 replace the line for Degradation Value with the following:*

**TABLE 703-5
QUALITY PROPERTIES FOR COVER COAT AND SURFACE TREATMENT**

Micro-Deval	AASHTO T 327	15%, max.
-------------	--------------	-----------

703-2.09 SUBBASE. *In Table 703-8 replace the line for Degradation Value with the following:*

**TABLE 703-8
QUALITY PROPERTIES FOR SUBBASE**

Micro-Deval	AASHTO T 327	25%, max.
-------------	--------------	-----------

12/31/21 (HSM20-33)

703-2.10 POROUS BACKFILL MATERIAL. *Add the following to the end of the paragraph:* Use Gradation A unless otherwise specified.

**SECTION 712
MISCELLANEOUS**

12/31/21 (HSM20-35)

712-2.08 GLASS BEADS. *In the second sentence, delete EPA Testing Method "3062" and substitute the following: 3052.*

**SECTION 722
BRIDGE RAILING**

12/31/21 (HSM20-37)

722-2.01 BRIDGE RAILING. Delete this subsection and substitute the following:

Steel Tube Rail Elements	ASTM A500, Grade B or Grade C
Steel Thrie-Beam Rail Elements	AASHTO M 180, Class B, Type II
Posts	ASTM A709, Grade 50
Machine Bolts, Cap Screws, Nuts and Washers	ASTM A307
High Strength Bolts, Nuts and Washers	Subsection 716-2.03
Anchor Bolts and Rods	ASTM F3125, Grade A325 or ASTM A449, Type 1
Welded studs	AASHTO M 169, Grade 1015 or 1020
Bent anchor rods	ASTM A709, Grade 36 or Grade 50
Shims, Plates, Plate Washers, Angles, Sleeves, and Scuppers	ASTM A709, Grade 50
Beveled Washers and Tapered Plate Washers	ASTM F436
Galvanize steel portions of railing after fabrication.	AASHTO M 111 or M 232 and Subsection 716-2.07

**SECTION 727
SOIL STABILIZATION MATERIAL**

11/30/20 (HSM20-18)

727-2.02 MATTING.

4. Knitted Straw Mat. Delete this numbered item and substitute the following: Commercially manufactured erosion control blanket. Use photodegradable netting and biodegradable thread. Use straw and straw products from oats, wheat, rye, barley, or other approved grain crops that are certified weed free of prohibited and restricted noxious weed seed and quarantined pests, according to Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34), and free of mold, or other objectionable material. When straw or straw products certified according to 11 AAC 34 are not available, use non-certified products manufactured within Alaska before certified products manufactured in another state, country, or territory. Non-certified straw or straw products manufactured in another state, country, or territory shall not be used. Grass, legumes, or any other herbaceous plants produced as hay, shall not be substituted for straw or straw products. May contain coconut or fiber to reinforce the straw. Follow the manufacturer's published recommendations.

SPECIAL PROVISIONS

SPECIAL PROVISIONS
Project Nos. 0629001/NFHWHY00124
& NRMBS00688
Aurora Drive Noyes Slough
Bridge #0209 Replacement

**SECTION 104
SCOPE OF WORK**

11/30/12 (H5)

Add the following subsection:

104-1.07 FROZEN GROUND. Frozen areas, ice lenses, and saturated soils may be encountered on this project and related material sources. Specific locations and specific content of frozen areas, ice lenses, and saturated soils are not defined. Any such area that may be encountered by the Contractor in the performance of the contract work will not be considered unforeseeable within the terms of the contract such as to entitle the Contractor to any adjustment in contract price or contract time. Reference is made to Subsection 203-3.03 of these Specifications.

**SECTION 106
CONTROL OF MATERIALS**

11/08/22 (HSP20-7)

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. Delete the BUY AMERICA PROVISION and substitute the following:

BUY AMERICA PROVISION. On projects using federal funds, the Contractor shall comply with the requirements of Public Law No. 117-58, Sections 70901-52 and 23 CFR 635.410, Buy America requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate (Form 25D-60), the Contractor shall submit an updated Material Origin Certificate (Form 25D-60). All construction materials, steel products and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of construction materials, steel products and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

The Contractor shall ensure that all manufacturing processes for each covered product comply with this Buy America Provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and debarment.

Provide a Certificate of Buy America Act Compliance Form 25D-62 from the supplier for each construction material, steel product, or iron product and each component that is manufactured predominantly of steel or iron, prior to incorporating any construction material, steel products, iron products or any components manufactured predominantly of steel or iron into the project. The supplier certifying Form 25D-62 may be the original manufacturer, fabricator, vendor, contractor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with the certification statement on the form. Provide mill certificates when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

Buy America does not apply to construction materials, steel products, and iron products brought to the construction site and removed at or before the completion of the project. Further, it does not apply to construction materials, steel products, and iron products which remain in place at the Contractor's convenience.

The North American Free Trade Agreement (NAFTA) does not apply to the Buy America requirement. There is a specific exemption within NAFTA (article 1001) for grant programs such as the Federal-aid highway program.

SPECIAL PROVISIONS

Project Nos. 0629001/NFHWHY00124
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Bridge #0209 Replacement

Construction Materials

A construction material includes an article, material, or supply other than

1. an item of primarily iron or steel;
2. a manufactured product;
3. cement and cementitious materials;
4. aggregates such as stone, sand, or gravel;
5. or aggregate binding agents or additives

– that is or consists primarily of

1. Non-ferrous metals;
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
3. Glass (including optic glass);
4. Lumber; or
5. Drywall.

For construction materials, manufactured in the United States means the final manufacturing process and the immediately preceding manufacturing stage were undertaken in the United States.

An item that consists of two or more construction materials combined together through a manufacturing process, and items that include at least one construction material combined with another material through a manufacturing process, will be treated as a manufactured product instead of a construction material. Manufactured products that are not predominantly steel or iron are not subject to Buy America requirements.

Steel and Iron Products

“Manufactured in the United States” means all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must be undertaken in the United States. The definition of “manufacturing process” is smelting or any subsequent process that alters the material’s physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the requirements of Subsection 106-1.01, Buy America Provision and of the Buy America Act.

Buy America does not apply to iron ore, pig iron, and processed, pelletized and reduced iron ore.

When steel and iron products manufactured in the United States are shipped to a foreign country where non steel or iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this subsection.

**SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

01/20/15 (N5)

Add the following subsection:

107-1.22 NOISE ABATEMENT. The Contractor will not disturb the peace in contravention of any applicable local Ordinance. Within the City of Fairbanks, the applicable ordinance is FGC Section 46-42. Any noise within the City of Fairbanks as described in FGC Section 46-42(A)(3) will be limited to the hours of 7 a.m. to 11 p.m. unless exempted by FGC Section 46-42(E).

**SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

02/01/20 (N6)

202-3.02 MAILBOXES. Delete the second paragraph and substitute the following: Reinstall existing mailboxes and newspaper tubes on new "Typical Wood Cantilever Installation" posts as shown in Alaska Standard Plans M-20 and M-23, except that mounting height shall be determined by local postal service regulations prior to installation. Coordination with local postal service is subsidiary. Replace any posts, boxes, tubes or other material broken or damaged during construction.

202-3.03 REMOVAL OF BRIDGES, CULVERTS, AND OTHER DRAINAGE STRUCTURES. Add the following:

- e. Remove the substructures of existing structures down to the natural stream bottom and remove those parts outside of the stream down 2 feet below natural ground surface. Where such existing structures lie wholly or in part within the limits for a new structure, remove such portions as necessary to accommodate the new structure.

202-3.10 RESOLUTION OF CONFLICTS. Notify the Engineer immediately upon identifying a conflict not previously identified on the Plans between existing infrastructure (e.g. utilities) and proposed improvements. The Engineer will issue a directive to resolve the identified conflict.

202-4.01 METHOD OF MEASUREMENT. Add the following: Item 202.2029.0000 will be measured on a contingent sum basis as specified by the Directive authorizing the work.

202-5.01 BASIS OF PAYMENT. Add the following: Item 202.2022.0000 Removal of Fence payment includes removing and disposing fencing, fabric, posts, ground rods, connection hardware, and foundations; their disposal is subsidiary.

Item 202.2029.0000 Resolution of Conflicts. At the contingent sum prices specified in the Directive using time and materials to authorize the work, for all labor, supervision, materials, equipment, and incidentals to resolve conflicts. Prices for this item will be by time and materials according to Subsection 109-1.05 or by mutual agreement between the Engineer and Contractor. Compensation includes all impacts unless it takes more than 5 working days to determine a resolution.

Add the following pay item:

PAY ITEM		
Item Number	Item Description	Unit
202.2022.0000	Removal of Fence	LF
202.2029.0000	Resolution of Conflicts	CS

SPECIAL PROVISIONS

Project Nos. 0629001/NFHWHY00124
& NRMBS00688
Aurora Drive Noyes Slough
Bridge #0209 Replacement

**SECTION 203
EXCAVATION AND EMBANKMENT**

Add the following subsection:

203-3.06 COMPACTION BY PROOF ROLLING. Proof-roll the base of excavation to the extent that ensures the first lift of material placed upon it can be compacted to the specified density.

01/20/15 (N12)

203-4.01 METHOD OF MEASUREMENT. Add the following: Borrow will not be weighed or used while free moisture is observed draining from the haul vehicle at the scale location.

02/01/20 (N13)

203-5.01 BASIS OF PAYMENT. Add the following: Ten percent (10%) of the value earned in the progress period shall be withheld on progress payments for all Section 203 items of work. Five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization is initiated. The last five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization as defined by the *Construction General Permit* has been obtained and accepted by the Engineer. Withholding will be made under Item 641.0006.____ Withholding.

**SECTION 204
STRUCTURE EXCAVATION FOR CONDUITS AND MINOR STRUCTURES**

204-1.01 DESCRIPTION. Delete the first paragraph and substitute the following: Excavate and backfill for pipe culverts, storm drains, manholes, inlets and other minor structures, water main and appurtenances.

204-2.01 MATERIALS. Delete the first paragraph and substitute the following:

Embedment Material: Embedment Material consists of bedding, and backfill to 12 inches above the pipe. Use Subbase, Grading F (Subsection 703-2.09) for embedment material between vertical planes 18 inches outside the horizontal projection of the outer most diameter of the pipe, horizontal planes located 12 inches above and below the outermost diameter of the pipe or to the depth shown on the Plans.

204-4.01 METHOD OF MEASUREMENT. Delete the first sentence and substitute the following: Embedment Material will be measured according to Section 109 as follows:

1. 204.2002.0000 By neat line volume.
2. 204.2003.0000 Will not be measured directly for payment.
3. 204.2004.0000 By weighing.

Structure Excavation will be measured according to Section 109 using neat line method as follows:

204-5.01 BASIS OF PAYMENT. Delete this subsection in its entirety and substitute the following:

1. Structure Excavation. The contract price includes:
 - a. The placing and compacting of backfill more than 12 inches above the pipe when the material used is obtained from excavation
 - b. Clearing and grubbing required and not paid for under other items
 - c. The formation of any embankments made with surplus material from structure excavation
 - d. The disposal of all surplus or unsuitable excavation.

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Additional excavation to provide for shoring, sheet piles, excavation shields or flattening the excavation slopes, is subsidiary.

When items 204.0001.____ through 204.0003____, Structure Excavation, do not appear in the bid schedule or if stated as subsidiary in other items of work, structure excavation required to complete other items of work is subsidiary except that excavation and disposal of unsuitable material required from below a plane 12 inches below the invert elevation of conduits and 12 inches below the bottom of structures will be paid for as extra work.

2. **Embedment Material.** The contract price includes all work and materials necessary to provide, place, and compact Embedment Material.

Add the following pay items:

PAY ITEM		
Item Number	Item Description	Unit
204.2002.0000	Embedment Material	CY
204.2003.0000	Embedment Material	LS
204.2004.0000	Embedment Material	TON

SECTION 304 SUBBASE

02/01/20 (N15)

304-5.01 BASIS OF PAYMENT. Add the following: Ten percent (10%) of the value earned in the progress period shall be withheld on progress payments for all Section 304 items of work. Five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization is initiated. The last five percent (5%) will be released by work area, as defined in the SWPPP, when final stabilization as defined by the *Construction General Permit* has been obtained and accepted by the Engineer. Withholding will be made under Item 641.0006.____ Withholding.

SECTION 401 HOT MIX ASPHALT PAVEMENT

08/04/22 (N76)

401-2.01 ASPHALT BINDER. Add the following: Provide the grade of Asphalt Binder shown in the Bid Schedule, except PG 52-28 may be used for Items 401.0011.____ and 401.0012.____, HMA Driveway.

401-2.08 RECYCLED ASPHALT PAVEMENT. Add the following: The maximum amount of RAP in the HMA is limited to 10%.

401-2.09 JOB MIX DESIGN. Delete the last two rows of Table 401-1 HMA MARSHALL DESIGN REQUIREMENTS.

401-3.18 SURFACE REQUIREMENTS AND TOLERANCES. Add the following: When Item 401.0010.____ appears in the Bid Schedule, profiler measurements will be taken on through lanes and passing lanes.

401-5.01 BASIS OF PAYMENT. Add the following: HMA placed on driveways, turnouts, and pullouts will be paid under Item 401.0012.____ HMA, Driveway, Type ____; Class ____.

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The use of a transferred HMA Job Mix Design from another project is subsidiary and will not be paid for under 401.0013.

**SECTION 501
CONCRETE FOR STRUCTURES**

501-2.01 MATERIALS.

3. Water, Admixtures and Curing Materials *After* "Curing Materials Subsection 711-2.01" add the following:
- a) The membrane- forming compound types 1 and 1-D shall be clear or translucent.
 - b) Type 2 liquid membrane- forming compounds shall consist of finely- divided white pigment and vehicle, ready- mixed for immediate use as is. Liquid membrane- forming compounds, when tested, shall restrict the loss of water not more than the requirements prescribed. Type 2 liquid membrane- forming compounds, when tested shall dry to touch in not more than 4 hours.

09/10/21 (N89)

501-2.02 COMPOSITION OF MIXTURE – JOB MIX DESIGN.

1. Water-Cement Ratio and Cementitious Materials. Add the following after Table 501-1:

**TABLE 501-1.1
MINIMUM CEMENTITIOUS MATERIAL CONTENT**

Class of Concrete	Minimum Cementitious Material Content
A	564 lbs/yd ³
A-A	658 lbs/yd ³

3. Air Content. Delete Table 501-4 in its entirety and substitute the following:

**TABLE 501-4
AIR CONTENT REQUIREMENTS**

Class of Concrete	Air Content
A	6.0% ±0.5%
A-A	6.0% ±0.5%
P	3.50% minimum ¹ and Super Air Meter (SAM) number ≤0.20 ¹
DS	Not required

¹Not required for web and bottom flange of precast, prestressed decked bulb-tee girders.

**SECTION 503
REINFORCING STEEL**

503-3.02 PROTECTION OF MATERIALS. Delete the second sentence of the first paragraph and substitute the following: Before placing reinforcing steel in the work, ensure that the reinforcing steel is free of salt, rust, and foreign substances that may affect the performance of the reinforcing steel.

503-3.05 SPLICING.

2. Electric Resistance Butt Welded Joints. Delete subparagraph c. in its entirety and substitute the following:

c. Testing/Inspection. Delete in its entirety and substitute the following:

Perform job control tests using a testing laboratory with experience with ASTM A370 and California Test Method 670. A job control test consists of the fabrication, under the same conditions used to produce the splice, and the physical testing of 4 sample splices for each lot of splices. An authorized Department representative will designate when samples for job control tests are to be fabricated and will determine the limits of the lot represented by each job control test.

A lot of shop produced resistance welded butt joints is defined as no more than 150 splices of the same type of welds used for each combination of bar size and bar deformation pattern that is used in the work.

The Engineer or the Engineer's authorized representative shall witness the job control tests performed by the testing laboratory. Give the Engineer at least 7 working days' notice before beginning control tests.

Identify sample splices with tamper proof and weatherproof markings prior to shipment to the testing laboratory.

The sample shall consist of a resistance welded butt splice bar and a control bar that are identified and marked as a set. The same reinforcing bar (hoop) may be used to provide the test weld and control bar.

Test each sample to failure in accordance with ASTM A706, ASTM A370 and California Test Method 670. Determine the ultimate tensile strength for all control bars by testing the bars to failure.

The production lot will be rejected if:

- (1) a sample fails within one bar diameter of the splice at less than 95 percent of the ultimate tensile strength of the associated control bar
- (2) necking of the bar prior to rupture, as defined in California Test Method 670, is not observed
- (3) a sample does not meet the mechanical requirements of ASTM A706 Grade 60

4. Mechanical Butt Splices. Delete subparagraphs c. and d. in their entirety and substitute the following:

c. Qualifications and Submittals. A splice will be considered qualified if the splice can develop a minimum tensile strength of 80000 psi, based on the nominal bar area, and the bars within the splice do not exceed a total slip shown in Table 503-3, when tested according to the relevant material ASTM, ASTM A370 and California Test Method 670.

**TABLE 503-3
ALLOWABLE TOTAL SLIP LENGTH**

Reinforcing Bar No.	Total Slip (inch)
4	0.020
5	0.020
6	0.020
7	0.028
8	0.028
9	0.028
10	0.036
11	0.036
14	0.048
18	0.060

Submit the following information:

- (1) the manufacturer's name;
 - (2) the name of the product or assembly;
 - (3) the lot, heat, or batch number that identifies the splice;
 - (4) the bar grade and size number to be spliced by the material;
 - (5) a complete description of the splice and installation procedure; and,
 - (6) Tensile Test results including:
 - (a) bar nominal area;
 - (b) ultimate load at failure;
 - (c) ultimate tensile strength;
 - (d) necking results (either visually or through strain values); and,
 - (e) failure mechanism and location.
 - (7) Slip Test results including:
 - (a) initial length measurements;
 - (b) final length measurements; and,
 - (c) calculated slip.
- d. Testing/Inspection. Perform job control tests consisting of the fabrication, under conditions used to produce the splice. For each lot of splices perform 6 slip tests and 6 tensile tests using different sample splices for each test. The Engineer will designate when samples for job control tests are to be fabricated and will determine the limits of the lot represented by each job control test.

A lot of mechanical butt joints is defined as no more than 150 splices of the same type of mechanical butt splice used for each combination of bar size and bar deformation pattern that is used in the work.

Make splice samples using the same splice materials, position, equipment, and following the same procedures as used to make splices in the work. Make splice samples at least 5 feet long with the splice at mid-length. Shorter sample splice bars may be used if approved by the Engineer.

Perform job control tests in the presence of the Engineer. Splices tested in the absence of the Engineer may be rejected. Notify the Engineer, in writing, at least 7 working days prior to performing testing.

Identify sample splices with weatherproof markings prior to shipment to the testing laboratory. Test each sample according to the relevant material ASTM, ASTM A370 and California Test Method 670. Perform tensile testing until partial or total fracture of the parent bar material, mechanical splice material, or bar-to-splice connection.

The production lot will be rejected if:

- (1) the minimum individual tensile strength of the sampled splices is less than 80000 psi based on the nominal bar area
- (2) the maximum individual slip length of the sampled splices is greater than the limits in Table 503-3

5. Mechanical Lap Splices. Delete subparagraphs b. and c. in their entirety and substitute the following:

- b. Qualifications. A splice will be considered qualified if the splice can develop a minimum tensile strength of 75000 psi, based on the nominal bar area, when tested according to the relevant material ASTM, ASTM A370 and California Test Method 670.

Submit the following information:

- (1) the manufacturer's name;
- (2) the name of the product or assembly;
- (3) the lot, heat, or batch number that identifies the splice;
- (4) the bar grade and size number to be spliced by the material;
- (5) a complete description of the splice and installation procedure; and,
- (6) test results indicating the splice, used according to the manufacturer's procedures, complies with the minimum tensile strength requirements.

- c. Testing/Inspection. Perform job control tests consisting of the fabrication, under conditions used to produce the splice, and tensile testing of 6 sample splices for each lot of splices. The Engineer will designate when samples for job control tests are to be fabricated and will determine the limits of the lot represented by each job control test.

A lot of mechanical butt joints is defined as no more than 150 splices of the same type of mechanical butt splice used for each combination of bar size and bar deformation pattern that is used in the work.

Make splice samples using the same splice materials, position, equipment, and following the same procedures as used to make splices in the work. Make splice samples at least 5 feet long with the splice at mid-length. Shorter sample splice bars may be used if approved by the Engineer.

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Perform job control tests in the presence of the Engineer. Splices tested in the absence of the Engineer may be rejected. Notify the Engineer, in writing, at least 7 working days prior to performing testing.

Identify sample splices with weatherproof markings prior to shipment to the testing laboratory.

Test each sample according to the relevant material ASTM, ASTM A370 and California Test Method 670. Tensile test each sample until partial or total fracture of the parent bar material, mechanical splice material, or bar-to-splice connection.

All splices in the lot represented by a test will be considered to meet the tensile strength requirements when the minimum individual tensile strength of the sampled splices is not less than 75000 psi, based on the nominal bar area.

SECTION 504 STEEL STRUCTURES

504-3.01 FABRICATION.

2. General. *Delete the tenth paragraph and subparagraphs after* "Cold bend load-carrying rolled-steel plates as follows" *and substitute the following:* Cold bend at room temperature cross-frame or diaphragm connection plates up to 0.75 inches thick with minimum bending radii of 1.5 times the plate thickness in inches. Cold bend all other steel plates and bars with minimum bend radii of 5 times the plate thickness in inches measured to the concave face of the plate.

Before bending, round the edges of the plate to a radius of 1/16 inch throughout the portion of the plate to be bent.

Orient bend lines perpendicular to the direction of final rolling of the plate. Obtain approval from the Engineer before orienting bend lines parallel to the direction of final rolling and increase the minimum bend radii to 7.5 times the plate thickness in inches.

SECTION 505 PILING

505-1.01 DESCRIPTION. *Delete this subsection in its entirety and substitute the following:* Furnish piles, steel plates, and appurtenances, drive piles, and assist in high strain dynamic pile testing.

505-1.02 DEFINITIONS. *Add the following:*

PILE PILOT BORE. A vertical boring drilled along the pile alignment to a prescribed depth and size, prior to driving the pile, intended to loosen or weaken hard soil conditions, and reduce risk of pile damage during driving. A pile pilot bore hole does not necessarily have to be void of the cuttings.

505-3.01 PILE DRIVING EQUIPMENT. *Add the following:*

4. Pile Pilot Bore Equipment. Pile pilot bore holes may be drilled using auger, rotary-wash with casing, downhole hammers, cable-tools, and/or other appropriate equipment. Use only equipment included in the approved pile driving plan. The Engineer will inspect the pile pilot bore equipment for conformance with the approved pile driving plan after it has been mobilized to the site and prior to beginning pile

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operations. Remove and replace pile pilot bore equipment found out of conformance with the approved pile driving plan at no extra cost to the Department and with no adjustment to contract time.

505-3.03 DRIVING PILES. *Add the following:*

5. Pile Pilot Bore. Drill a pile pilot bore hole, prior to driving, at each pile location to one foot above the Minimum Penetration shown on the Plans. The diameter of the pile pilot bore hole will be sufficient diameter to install piles to minimum penetration, but no larger than 75 percent of the pile diameter.

505-5.01 BASIS OF PAYMENT. *Add the following:*

Drive Piles.

4. All equipment, material, labor and work required for pilot bore holes for the piles.

Delete the Pay Item table and substitute the following:

PAY ITEM		
Item Number	Item Description	Unit
505.0005.0000	Furnish Structural Steel Pipe Piles, 2'-0" Dia. x 1/2"	LF
505.0005.0001	Furnish Structural Steel H-Piles, _____	LF
505.0006.0000	Drive Structural Steel Pipe Piles, 2'-0" Dia. x 1/2"	EACH
505.0006.0001	Drive Structural Steel H-Piles, _____	EACH
505.0009.0000	Structural Steel Sheet Piles	SF
505.0014.0000	Special Pile Excavation	CS

Add the following section:

**SECTION 525
POLYESTER CONCRETE OVERLAY**

525-1.01 DESCRIPTION. Furnish, install and finish polyester concrete.

525-2.01 MATERIALS. Use materials that conform to the following:

Polyester Concrete	Section 732
High Molecular Weight Methacrylate (HMWM) Resin	Section 732
Fine Aggregate	Section 732
Coarse Aggregate	Section 732
Sand for Abrasive Finish	Section 732

CONSTRUCTION REQUIREMENTS

525-3.01 MIX DESIGN AND QUALITY CONTROL. Do not order materials for the polyester concrete or begin polyester concrete work, including surface preparation, until receiving approval of the Mix Design and Work Plan.

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1. Mix Design. At least 30 days before placement submit a polyester concrete mix design that meets the polyester binder manufacturer's recommendations. Include at least the following:
 - a. The brand of polyester concrete and test results showing conformance with Section 732.
 - b. The weight of polyester binder per cubic yard of polyester concrete
 - c. The weight of coarse and fine aggregate in kiln-dried condition per cubic yard of polyester concrete
 - d. Coarse and fine aggregate gradation, absorption, and quality test results
 - e. Sand gradation and absorption test results
 - f. Recommended initiator percentage for the expected application temperature and a calculated yield of polyester concrete (in cubic feet) per unit volume of resin binder.
 - g. Aggregate moisture content required at the time aggregate is mixed with polyester binder
 - h. Initial set time for polyester concrete
 - i. Cure time for polyester concrete
 - j. Material safety data sheets for all polyester concrete components

2. Work Plan. At least 30 days before placement submit work plans that meet the polyester concrete manufacturer's recommendations for each trial section and overlay. Include at least the following:
 - a. Schedule of work
 - b. Testing procedures and frequencies
 - c. Description of equipment and procedures for surface preparation and collection and containing the HMWM resin and abrasive blasting materials
 - d. Description of equipment and procedures for furnishing, measuring, mixing, placing, finishing, and curing the polyester concrete
 - e. Description of equipment and procedures for furnishing and applying sand
 - f. Method for storage and handling of polyester concrete components
 - g. Method for disposal of excess polyester concrete, polyester binder, and containers
 - h. Method for avoiding spills or discharges of methacrylate and polyester concrete, including materials and equipment
 - i. Method for cleaning up spills or discharge of methacrylate and polyester concrete, including materials and equipment
 - j. Procedure for preventing resin from dripping from the structures

3. Material Health and Safety Training and Precautions. Furnish health and safety training for personnel who are to handle, work with, or inspect the polyester concrete and the HMWM resin prime coat.

Furnish health and safety training prior to transporting polyester concrete materials to the site.

4. Containment. Contain the HMWM resin and abrasive blasting materials and restrict to the surface receiving the polyester concrete only. Do not allow them to escape to the surrounding environment.

5. Technical Experience. Employ on-site supervisors and personnel operating the mixer and finishing machines, who have successful previous experience in mixing and placing polyester concrete overlay. Provide documentation of project experience with polyester concrete overlay including the name and location of the project, the Contracting Agency of the project, the area quantity of overlay placed, and the name and current phone number of the Contracting Agency's contact person for the referenced project.

Have a qualified representative from the material supplier on-site during the entire operation, including trial section, to supervise and furnish technical service relating to proper surface preparation and the proper mixing and application of the material.

6. Trial Section. Notify the Engineer at least 15 days before constructing the trial overlay. No more than 2 days before beginning overlay operations, place, cure and finish a trial section of polyester concrete. The trial section may be placed on a test slab or a section of bridge deck, prepared in accordance with the Contract. Meet the following:
 - a. Construct a trial section that is a minimum of 12 feet wide by 12 feet long by the thickness shown on the plans
 - b. Use the same equipment as the production work
 - c. Replicate field conditions of the production work
 - d. Demonstrate suitability of the proposed means and methods
 - e. Verify the initial set time and cure time

Trial sections placed on the bridge deck that conform to the requirements of the Contract may be incorporated into the finished work. Remove and replace trial sections placed on the bridge deck that do not conform to the requirements of the Contract. Trial sections placed on test slabs remain the Contractor's property. Remove and dispose of the test slab after the trial section has been approved.

If the trial section shows the submitted mix design needs to be modified, submit a modified mix design meeting Subsection 525-3.01.1 at least one day before placing the overlay. Do not commence overlay operations without an approved trial section.

525-3.02 SURFACE PREPARATION.

1. Clean. Thoroughly abrasive blast clean the deck and keyway surfaces of all loose particles, dust, oil, grease, rust, or other foreign materials that may reduce the bond of polyester concrete to deck concrete. Keyways may be blast cleaned prior to girder placement.
2. Protect. Prevent equipment from contaminating the surface with oil or grease before placement. When using an air supply system for blast cleaning and blowing, ensure there is an oil trap in the air line.

Remove dirt and debris from surfaces prior to placement. If polyester concrete is placed in stages, suspend sandblasting and cleaning for the first 24 hours of curing time after the polyester concrete is placed in a previous stage.

Do not permit traffic on any surface prepared for polyester concrete placement, without approval. Prevent contamination of prepared surfaces after final cleaning. If surfaces become contaminated after final cleaning, sandblast the surface before placement. Polyester concrete may be placed in keyways at any time after cleaning, provided that surfaces have been protected as specified. Begin polyester concrete overlay placement within 24 hours of completing surface preparation.

525-3.03 APPLICATION OF PRIME COAT. Do not begin application of the HMWM prime coat and the polyester concrete if rain is expected. Only apply prime coat to areas that have been dry for a minimum of 12 hours. Immediately prior to applying the prime coat, completely remove accumulated dust and any other loose material from the surfaces to be overlaid.

Place the prime coat when the ambient temperature is between 50 to 100° F and the relative humidity is not more than 85 percent, or according to the polyester concrete manufacturer's instructions.

Apply one coat of promoted/initiated wax-free HMWM resin to the prepared concrete and steel surfaces immediately before placing the polyester concrete. Work the promoted/initiated resin into the concrete in a manner to assure complete coverage of the area receiving polyester concrete.

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Cure the prime coat for 30 minutes minimum before beginning placement of the polyester concrete. Do not proceed with placement of the polyester concrete until the Engineer verifies that the HMWM resin was properly promoted and initiated, as evidenced by the HMWM batch sample.

If the primed surface becomes contaminated, abrasive blast clean and reprime the contaminated area at no additional cost to the Department and at no extension of contract time.

Do not allow resin to run into drains or expansion joints, or otherwise escape the collection and containment system.

525-3.04 MIXING.

1. Equipment. Mix polyester concrete in accordance with the approved mix design. Use mixing equipment that has been calibrated using Caltrans California Test (CT) 109 or approved equal. Submit documentation of current calibration certification. Use mixers that are clean and free of oily residue. Record the aggregate and resin volumes for each batch along with the date of each recording. Furnish the recordings at the end of each work shift.

Prevent any cleaning chemicals from reaching the polyester mix during the mixing operations.

2. Components. Determine the exact percentage of polyester resin binder in the polyester modified concrete as approved by the Engineer.

Use an amount of peroxide initiator that results in a polyester concrete initial set time between 20 and 90 minutes following resin catalyzation. Initial set time is determined when the placed polyester concrete cannot be deformed by pressing with a finger. Remove and replace material that has not reached the initial set within 90 minutes of catalyzation. Accelerators or inhibitors may be required as recommended by the polyester concrete supplier and as approved.

Initiate and thoroughly blend the polyester resin binder just prior to mixing the aggregate and binder. Thoroughly mix the polyester concrete prior to placing.

525-3.05 PLACING. Submit for approval a documented history of the use of the proposed placement equipment to successfully place polyester concrete on bridge projects. Place the polyester concrete on the liquid or hardened prime coat within 2 hours of placing the prime coat. Place polyester concrete prior to gelling and within 15 minutes following initiation, whichever occurs first. Discard polyester concrete that is not placed within this time.

If polyester concrete is not placed over the prime coat within the 2-hour time limit, apply a fresh coat of HMWM resin primer immediately followed by an abrasive sand finish coating. Broadcast the abrasive sand finish onto the surface to affect a uniform coverage of a minimum of 0.8 pounds per square yard. Prior to applying the polyester concrete overlay, re-clean the surface in accordance with Subsection 525-3.02.

Ensure the surface temperature of the area receiving the polyester concrete is the same as specified above for the HMWM prime coat.

Consolidate the polyester concrete to a relative compaction of not less than 97 percent as determined by California Test 552 or approved equal.

Do not allow polyester mixture to run into drains or expansion joints, or otherwise escape the collection and containment system.

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Taper the polyester concrete overlay edges if the overlay:

1. is not completed with the allowable lane closure time
2. is more than 1/2-inch higher in elevation than the adjacent pavement.

Taper edges that are transverse to the direction of traffic at a 20:1 (horizontal:vertical) slope. Taper the edges that are longitudinal to the direction of traffic at a 4:1 (horizontal:vertical) slope.

Tapers may remain and be overlaid with polyester concrete overlay. Prior to the next placement operation coat the joint with HMWM primer.

525-3.06 OVERLAY FINISHING. Consolidate and finish the polyester concrete overlay to the required grade and cross section using finishing equipment. Finishing equipment must:

1. Have grade-control capabilities resulting in a roadway surface that meets the smoothness requirements specified and is capable of adjusting for a variable thickness overlay along and across the existing deck surface. Do not use fixed height skid-supported strike off equipment.
2. Be used to consolidate the polyester concrete.
3. Have a 12-foot minimum paving width.
4. Be self-propelled and equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope. Do not advance the finishing equipment with winches or pulling devices.

Before gelling occurs, texture the polyester concrete surface in a longitudinal direction. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with spring steel tines that are:

1. rectangular in cross section
2. 3/32 to 1/8-inch wide with 3/4-inch center spacing
3. capable of forming 3/16-inch deep grooves

Tining must not cause tearing of the deck surface or visible separation of coarse aggregate at the surface.

If lieu of tining, groove the bridge deck surface in the longitudinal direction with grooves that are 1/8 to 3/16 inches wide by 3/16 to 5/16 inches deep, spaced 1.25 to 1.5 inches on center.

Give the polyester concrete overlay an abrasive sand finish. Apply the sand finish by hand immediately after strike-off and before gelling occurs. Broadcast sand onto the surface to affect a uniform coverage of a minimum of 0.8 pounds per square yard.

Give the polyester concrete a uniform surface texture. Provide a polyester concrete surface with a coefficient of friction of not less than 0.35 as determined by ASTM E1911.

After initial finishing, the polyester overlay may require grinding of rough areas as determined by the Engineer. Perform the grinding in a manner that will not damage the existing bridge deck. Do not use rotary milling machines. Demonstrate to the satisfaction of the Engineer that the method and equipment for grinding the polyester overlay are adequate for the intended purpose and will provide satisfactory results. Do not commence removal until receiving approval of the grinding equipment.

Contain, collect, and dispose of concrete debris generated by the grinding and grooving operations.

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Power sweep and vacuum the finished overlay prior to opening the overlay area to vehicular traffic to remove excess loose aggregate and abrasive sand. Demonstrate to the satisfaction of the Engineer that the power broom equipment will not damage the finished overlay. Repair all damage to the finished overlay caused by the power broom at no additional cost to the Department and no extension of contract time.

525-3.07 CURING. Protect the overlay from moisture for at least 4 hours after finishing. Do not permit traffic and equipment on the polyester concrete until a minimum of 4 hours after final finishing and until the polyester concrete has achieved a minimum compressive strength of 3,000 psi as determined by the rebound number per ASTM C805.

Remove and replace areas of the polyester concrete that do not completely cure or that fail to attain the specified minimum compressive strength in 6 hours.

525-3.08 SURFACE TOLERANCE. The Engineer will test the finished surface of the overlay using a straightedge 10 feet long. Correctively grind areas where variations in the overlay surface from the testing edge of the straightedge between any two contacts, longitudinal or transverse, exceed 1/8 inch. After corrective grinding, the Engineer will retest the surface to verify compliance with the specified tolerance.

Use an approved grinding machine. Do not use bush hammers or other impact devices. Re-establish a uniform texture in areas requiring corrective grinding that is as equal as possible to the surrounding, uncorrected, bridge deck.

525-3.09 ACCEPTANCE AND REPAIR. After the curing requirements have been met, perform the tests in Table 525-1. Remove and replace polyester concrete that does not comply with Acceptance Criteria in Table 525-1 with new polyester concrete at no additional cost to the Department and at no extension in contract time.

**TABLE 525-1
ACCEPTANCE TEST REQUIREMENTS**

Description	Test Method	Acceptance Criteria	Frequency
Direct Tension Bond (24 hr minimum cure, use a 2" diameter hollow core bit and 2" diameter dolly)	ASTM C1583	≥ 250 psi and concrete subsurface failure area greater than 50% of the test area	1 set of 2 tests per overlay placement
Modulus of Elasticity (at 7 days)*	ASTM C469**	1,000 ksi, minimum 2,000 ksi, max. (Average of set of 3 cylinders)	1 set of 3 cylinders per overlay placement
Surface Tolerance	12-foot straight edge	¼ inch max. variance	Entire overlay

* The overlay can be opened to traffic prior to completion of this test.

** Amended Section 5.1 "Molded Cylindrical Test Specimens". Sample Polyester concrete within 1 minute of mixing. Cast 4- by 8-inch cylinder specimens. Cast cylinders according to ASTM C31 except do not consolidate with a rod or vibration. Fill each cylinder half full and tamp on the sides by hand 10 times working around the perimeter of the mold. Then fill the rest of the cylinder and repeat the tamping process. Cure cylinders in the same field conditions as the overlay for a minimum of 24 hours. Do not moisture cure samples.

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Thoroughly fill and seal all cracks with HMWM resin. Fill cracks 1/16 inch to 1/8 inch in width with two applications of HMWM resin. Submit for approval a repair plan for cracks 1/8 inch and greater in width and areas of cracking greater than 1 square foot. Immediately following the application of HMWM resin, coat the wetted surface with sand for abrasive finish.

525-4.01 METHOD OF MEASUREMENT. Section 109.

525-5.01 BASIS OF PAYMENT. The lump sum price for Polyester Concrete Overlay includes full payment for priming, placing, finishing, curing, and protecting the polyester concrete.

Test slabs, trial overlay sections not included in the work, training, and on-site supervision from the manufacturer's representative are subsidiary.

Corrective grinding and crack repairs are subsidiary to Polyester Concrete Overlay.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
525.2001.0000	Polyester Concrete Overlay	LS

SECTION 550 COMMERCIAL CONCRETE

550-1.01 DESCRIPTION. *Add the following:* This specification section covers liquid membrane-forming compounds suitable for application to concrete surfaces to reduce the loss of water during the early-hardening period. White-pigmented membrane-forming compounds serve the additional purpose of reducing the temperature rise in concrete exposed to radiation from the sun.

550-3.06 CURING CONCRETE.

2. Membrane Curing. *Delete in its entirety and substitute the following:* Curing compounds shall be applied to all exposed surfaces immediately after finishing. Transparent curing compounds shall contain a color dye of sufficient strength to render the film distinctly visible on the concrete for a minimum period of four (4) hours after application. If, at any time during the curing period any of the forms are removed, a coat of curing compound shall be applied immediately to the exposed surface. The curing compound shall be applied in sufficient quantity to obscure the natural color of the concrete. Additional coats shall be applied if the Engineer determines that the coverage is not adequate. The concrete shall be cured for the minimum period of time set forth in accordance with Section 550-3.06. Concrete shall be placed, finished, and the minimum curing period shall be met prior to any material being distributed against, or vibrated (compaction) adjacent to the structure. When forms are removed before the expiration of the curing period, the edges of the concrete shall be protected with moist earth or sprayed with curing compound. Other standard methods of curing the curb and gutter may be used upon approval of the Engineer. Concrete shall not be placed unless curing compounds and necessary equipment for applying such is on the Project site.

550-5.01 BASIS OF PAYMENT. *Add the following:* Payment for this Work shall be subsidiary to pay items 608.0001.0006 Concrete Sidewalk, 6 Inches Thick, 608.0006.0001 Curb Ramp, and 609.0002.0001 Curb and Gutter, Type 1.

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**SECTION 606
GUARDRAIL**

11/01/16 (N67)

606-5.01 BASIS OF PAYMENT. Add the following: All traffic control devices necessary for removal, installation, reconstruction, or maintenance of 606 Pay Items shall be subsidiary to the respective 606 Pay Items.

**SECTION 608
SIDEWALKS**

608-2.01 MATERIALS.

1. Concrete Sidewalk. Delete the line beginning with “Bed Course Material” and substitute the following:

Bed Course Materials	Subsection 703-2.03 Aggregate Base Course, Grading D-1
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05/06/21 (N87)

Delete the line beginning with “Joint Sealer” and substitute the following:

Joint Sealer	Hot pour joint sealant in accordance with ASTM D6690, Type IV
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05/06/21 (N80)

Add the following to list of materials:

Reinforcement	Subsection 709-2.01
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608-3.01 CONCRETE SIDEWALKS. Add the following after the second paragraph: Six inches thick sidewalks shall have 6x6 – W2.9xW2.9 Welded Wire Fabric (WWF) reinforcement placed 1.5 inches from the foundation for the entire width and length of the sidewalk unless shown on Plans otherwise. Four inches thick sidewalk shall have 6x6 – W1.4xW1.4 WWF reinforcement placed 1.5 inches from the foundation for the entire width and length of the sidewalk unless shown on Plans otherwise. Provide two inches of concrete clear cover between reinforcement and sidewalk edges.

Delete the fifth paragraph and substitute the following: Make expansion joints to the dimensions and spacing shown on the Plans, with maximum spacing of 50 feet between expansion joints, and fill with the type of preformed expansion joint filler specified. Top surface profile of the expansion point may not be recessed more than 1/4 inch from the finished sidewalk profile.

03/02/20 (N77)

Add the following: Maximum cross slope is 2.0%, unless directed otherwise by the Engineer. Any sidewalk exceeding maximum cross slope shall be replaced at the Contractor’s expense.

Provide a human guard to protect against vandalism, surface defects, and or accidental damages for the first 24 hours during the concrete curing process.

608-3.02 ASPHALT SIDEWALKS. Add the following after the second paragraph: Maximum cross slope is 2.0%, unless directed otherwise by the Engineer. Any sidewalk exceeding maximum cross slope shall be replaced at the Contractor’s expense.

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608-3.03 CURB RAMPS. Add the following after the first paragraph: Construct all curb ramp sections (ramp, upper and lower landings) of six inches thick concrete with 6x6 – W2.9xW2.9 WWF reinforcement placed 1.5 inches from the foundation for the entire width and length of the each section. Provide two inches of concrete clear cover between the reinforcement and the outside edges of the concrete.

Any sections of curb ramps exceeding maximum slopes as detailed in the Plans shall be replaced at the Contractor's expense unless previously approved by the Engineer.

608-3.04 DETECTABLE WARNINGS. Delete the second paragraph and substitute the following: Detectable warnings shall be cast iron with a slip resistant surface, yellow finish, anchor system, and truncated dome pattern compliant with the 2006 U. S. DOT ADA Standards for Transportation Facilities. Install detectable warnings per manufacturer's recommendations.

04/08/21 (N84)

608-4.01 METHOD OF MEASUREMENT.

Concrete Sidewalk. Add the following to the end of the sentence: and curb ramps.

608-5.01 BASIS OF PAYMENT. Add the following after the first paragraph:

Curb Ramp. Materials to construct the curb ramps will be paid for separately under Concrete Sidewalk pay item(s).

Curb Ramp, Retrofit. Materials to construct the curb ramps will be paid for separately under Concrete Sidewalk pay item(s).

Add the following: Provide a human guard to protect against vandalism, surface defects, and or accidental damages for the first 24 hours during the concrete curing process will not be paid for separately but will be subsidiary to their respective pay items.

**SECTION 609
CURBING**

07/01/20 (N81)

609-2.01 MATERIALS. Add the following to the list of materials in first paragraph:

Reinforcement Subsection 709-2.01

Delete the line beginning with "Bed Course Material" and substitute the following:

Bed Course Materials Subsection 703-2.03 Aggregate Base Course, Grading D-1

05/06/21 (N88)

Delete the line beginning with "Joint Sealer" and substitute the following:

Joint Sealer Hot pour joint sealant in accordance with ASTM D6690, Type IV

609-3.02 CAST-IN-PLACE CONCRETE CURBING. Add the following after the first paragraph: Use two longitudinally placed #4 reinforcing steel bars for the entire length of concrete curb and gutter. Place the reinforcing steel 3 inches from the bottom and 4 inches from each outside edge. Provide continuing reinforcement by lap splicing the bars by minimum overlap of 1.75 feet.

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Add the following after the last paragraph: Provide a human guard to protect against vandalism, surface defects, and or accidental damages for the first 24 hours during the concrete curing process.

609-5.01 BASIS OF PAYMENT. Delete the first paragraph and substitute the following: Excavation, reinforcement, expansion joint material, and other related miscellaneous items are subsidiary. Payment will be made under:

Add the following: Provide a human guard to protect against vandalism, surface defects, and or accidental damages for the first 24 hours during the concrete curing process will not be paid for separately but will be subsidiary to their respective pay items.

SECTION 611 RIPRAP

01/20/15 (N23)

611-2.01 MATERIALS. Add the following after the first sentence: WAQTC FOP for AASHTO T 85 will determine apparent specific gravity.

01/20/15 (N24)

611-3.01 CONSTRUCTION REQUIREMENTS. Add the following after the first sentence of the second paragraph: The Contractor shall not deposit excavated materials in adjacent stream channels or other bodies of water or in areas subject to flooding during high flows.

SECTION 615 STANDARD SIGNS

01/20/15 (N27)

615-3.01 CONSTRUCTION REQUIREMENTS. Delete numbered subparagraph 8 in its entirety and substitute the following:

8. All materials and finished signs are subject to inspection and acceptance in place.
 - a. Surfaces exposed to weathering must be free of defects in the coating.
 - b. Finished signs must be clean and have no chatter marks, burrs, sharp edges, loose rivets, delaminated reflective sheeting, oxidation, corrosion, other blemishes, aluminum marks, or unapproved coatings. Do not make repairs to the face sheet.
 - c. Replace any finished sign not meeting a. and b. with a replacement sign at no cost to the Department.

11/01/16 (N68)

615-5.01 BASIS OF PAYMENT. Delete the first sentence and substitute the following: Sign posts, bases, mounting hardware and all traffic control devices necessary for removal, installation, reconstruction, or maintenance of 615 Pay Items are subsidiary.

Delete Section 618 in its entirety and substitute the following:

**SECTION 618
SEEDING**

618-1.01 DESCRIPTION. It is the intent of this work that a uniform living vegetative cover be established according to the Plans and Specifications. This work consists of soil preparation, seeding, fertilizing, mulching, and establishing, and maintaining vegetated areas.

618-2.01 MATERIALS. Use materials that conform to the following:

Seed	Section 724
Fertilizer	Section 725
Mulch	Subsection 727-2.01
Water	Subsection 712-2.01

CONSTRUCTION REQUIREMENTS

618-3.01 SOIL PREPARATION. Clear all areas to be seeded of stones 4” and larger in diameter and of all weeds, plant growth, sticks, stumps and other debris or irregularities which may interfere with the seeding, establishment, and maintenance of the vegetated areas.

Prior to the application of seed, prepare slopes using one or more of the following methods, or as approved by the Engineer:

1. Manual Raking – Requires manual labor with landscaping rakes to produce a uniform pattern of grooves perpendicular to the fall of the slope.
2. Mechanical Raking - Requires the use of a scarifying slope board to produce grooves with an approximate width and depth of 1”, and no more than 6” apart. The resultant indentations shall leave a uniform pattern of grooves perpendicular to the fall of the slope.
3. Mechanical Track Walking - Requires operating tracked equipment in such a manner as to leave a uniform pattern of grooves perpendicular to the fall of the slope.

618-3.02 SEEDING SEASON. Perform seeding after the ground is free of snow and no sooner than May 15 and no later than August 15. Perform seeding when wind conditions, climatic conditions, and soil conditions will not hinder seeding and establishment.

618-3.03 APPLICATION METHOD. Use the Hydraulic Method. You must obtain the Engineer’s permission to use the Mechanical Method.

Hydraulic Method:

1. Seeding by the hydraulic method consists of furnishing and placing a slurry of dye, seed, fertilizer, trace mulch, water, and a second application of mulch.
2. Do not place seed in the slurry prior to 30 minutes before application.
3. Add the proportionate amount of seed to the water slurry in the hydraulic seeder after the proportionate amounts of trace mulch and fertilizer have been added.
4. Apply the slurry mixture in a manner that results in an even distribution of all materials. Apply seed, fertilizer, and trace mulch together in one application.
5. Hydraulic seeding equipment must maintain continuous slurry agitation so that a homogeneous, uniform mixture is applied through a spray nozzle, for the complete tank load. The pump must be capable of producing sufficient pressure to maintain a continuous, nonfluctuating spray capable of reaching the extremities of the seeding area with the pump & nozzle unit located on the roadbed. Provide sufficient hose to reach areas not practical to seed from the pump & nozzle unit situated on the road bed.

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- A second application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

Mechanical Method:

- Use mechanical spreaders, seed drills or other approved mechanical seeding equipment when seed and fertilizer are to be applied in dry form.
- Water seeding area both prior to and after the application of fertilizer.
- Spread fertilizer separately from seed.
- An application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

618-3.04 APPLICATION RATE. Apply seed, fertilizer, and trace mulch at the rates specified in the table below:

MATERIALS	TYPE	APPLICATION RATE PER 1,000 SQUARE
Seed*	'Nortran' Tufted Hairgrass (<i>Deschampsia caespitosa</i>)	0.45 lb
	'Boreal' Red Fescue (<i>Festuca rubra</i> "Boreal")	0.40 lb
	'Arctared' Red Fescue (<i>Festuca rubra</i> "Arctared")	0.20 lb
	'Wainwright' Slender Wheatgrass (<i>Agropyron pauciflorum</i>)	0.30 lb
	Annual Ryegrass (<i>Lolium multiflorum</i>)	0.15 lb
	Total	1.50 lb
Fertilizer	10N/10P/10K/8S	9.30 lb
Trace mulch**	See Subsection 727-2.01	20 lb

* Do not remove the required tags from the seed containers.

** Trace mulch application rate may be adjusted according to the manufacturer's recommendations when approved by the Engineer. Trace mulch is not required for mechanical seeding.

*** Seeding rates must be based from Pure Live Seed calculations. This is purity x germination = PLS, See Specification Section 724 N51 for more information.

618-3.05 MAINTENANCE. Protect seeded areas against erosion and sedimentation. Protect seeded areas against traffic by approved warning signs or barricades. Water seeded areas, in a non-erosive manner, as required to establish a uniform living perennial vegetative cover. Be responsible for identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas. The second application of mulch shall be maintained so it properly performs its temporary stabilization function until final stabilization is achieved. Rescarify, reseed, refertilize and remulch unproductive areas as directed by the Engineer.

618-3.06 PERIOD OF ESTABLISHMENT. The establishment period extends until a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

618-3.07 ACCEPTANCE. The Engineer will accept seeding when a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

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618-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

Watering seeded areas per Subsection 618-3.05 will not be measured directly for payment and is subsidiary, except when Pay Item 618.0003.____ is listed on the Bid Schedule.

Identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas will not be measured directly for payment and is subsidiary.

Seeding by the Acre. By the area of ground surface acceptably seeded and maintained. Soil preparation, seed, fertilizer, all mulch, dye, and water required for seed and fertilizer application will not be measured directly for payment and is subsidiary.

Seeding by the Pound. By the dry weight of seed acceptably seeded and maintained. Soil preparation, fertilizer, all mulch, dye, and water required for seed and fertilizer application will not be measured directly for payment and is subsidiary.

Water for Seeding. By the M Gal. (1,000 gallons) acceptably placed. Use a conversion factor of 8.34 pounds per gallon, if measured by weight.

618-5.01 BASIS OF PAYMENT. The accepted quantity will be paid for at the contract price, per unit of measurement, for the pay items listed below that appear on the bid schedule.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
618.0001.____	Seeding	ACRE
618.0002.____	Seeding	LB
618.0003.____	Water for Seeding	MGAL

**SECTION 626
SANITARY SEWER SYSTEM**

626-1.01 DESCRIPTION. *Add the following:* For the purposes of these specifications the "Owner" or "GHU" shall mean the Utility Services of Alaska, Engineering Department, (907) 455-0145.

Where indicated on the Drawings perform lining of existing sewer lines with a cured in place pipe (CIPP), complete in place, including all pre- and post- inspection, bypass pumping, and testing. The Contractor shall furnish all labor, materials, and equipment for doing the Work including sewer line cleaning, sewer flow control and pipe lining installation.

Contact GHU to see if closed circuit television inspections (CCTV) of the project pipes are available.

626-2.01 MATERIALS. *Add the following:*

Material used in CIPP lining shall be as described in Subsection 712-2.23.

Material used in CIP Lift Station lining shall be as described in Subsection 712-2.26.

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Add the following subsections:

626-2.02 UTILITY FURNISHED MATERIALS. Golden Heart Utilities (GHU) will furnish a portion of the required materials. GHU furnished materials are outlined in Utility Agreement No. 2-90124-22-04 (special reference to pages 12-13), provided as supplemental information. GHU will not furnish additional materials beyond what is shown in the referenced Utility Agreement.

626-3.03 CURED IN PLACE PIPE.

1. Submittals. Submit the following for review and approval by the Engineer:
 - a. Product information for the lining system materials, methods of repair and MSD's for all materials used.
 - b. Calculations showing that the lining thickness and strength has been designed to meet the requirements of this specification.
 - c. Material sample test results including soil cell testing, chemical resistance, SDR, creep and long-term structural loading tests.
 - d. Satisfactory sample test results from three previous projects where the lining system has been used.
 - e. Sampling and testing plan for the CIPP.
 - f. Installer's proof of manufacturer's certification.
 - g. Information confirming that the pipe conforms to the requirements of the Materials Section of this Specification.
 - h. Submit documented evidence of the ability and capacity of the CIPP installer to perform this work. Submit the name and qualifications of the senior installation supervisor who will be on the project whenever lining materials are being handled, impregnated with resin, or installed. The senior installation supervisor shall have installed a minimum of 3,000 feet of similar CIPP liner of the same CIPP system in sewers. If the Contractor does not have a senior installation supervisor that meets these requirements, the Contractor shall provide manufacturer's representative who is qualified in the CIPP lining work at the project site for the first seven (7) days of CIPP installation while the first section of liner is being installed in the host pipe.
2. Safety. The Contractor shall carry out this operation in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding entering confined spaces and operations with hot media.
3. Pre-Installation. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lining of the pipelines, and it shall be noted so that these conditions can be corrected. Immediately after the inspection is complete, the Contractor shall provide the Engineer with an inspection recording and suitable log for later reference. Television inspection Work shall be accomplished in accordance with Subsection 626-3.05 Sewer Closed Circuit Television Inspections. The Contractor shall inspect the sewer pipe immediately before the insertion of the impregnated tube to assure that the pipe is clean and existing pipe conditions are acceptable for lining.

4. Line Obstructions. Protruding Sewer Services and Host Pipe Pre-Lining Repairs. If the pre-insertion video inspection reveals an obstruction in the existing pipe (heavy solids, dropped joint, collapsed pipe, etc.) that cannot be removed with conventional sewer cleaning equipment, then the obstruction shall be repaired or removed by the Contractor in conformance with these Contract Documents.
5. Sewer Line and Manhole Cleaning. The Contractor shall furnish all labor, materials, and equipment necessary for the proper cleaning of all the sewer lines and manholes within the Project Limits shown in the Drawings. Final Cleaning shall be completed prior to post-rehabilitation inspection by closed-circuit television. Sewer line cleaning shall be performed with high-velocity hydro-cleaning equipment.
 - a. Materials. High velocity hydro-cleaning equipment shall have the following:
 - i. A minimum of 900 feet of high pressure hose.
 - ii. Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
 - iii. A high velocity gun for washing and scouring manhole walls and floor with the capability of producing flows from a fine spray to a long distance solid stream.
 - iv. A water tank with a minimum 1000-gallon capacity, auxiliary engines and pumps, and a hydraulically driven hose reel.
 - v. Equipment operating controls located above ground.
 - vi. Minimum working pressure of 1,000 pounds per square inch at a 50 gpm rate.
 - b. Sewer Line and Manhole Cleaning. All sewer lines and manholes shall be cleaned from manhole to manhole using high velocity jet equipment. Pipe segments may have to be cleaned multiple times depending on the type of work taking place to an individual pipe segment. These cleaning times may include the following: initial CCTV inspection, prior to pipe rehabilitation, post pipe rehabilitation and possibly for final cleaning depending on contractor's sequencing of work. Selection of the equipment used shall be based on the condition of the sewer lines and manholes at the time the Work commences. The equipment shall be capable of removing dirt, grease, rocks, sand, pipe coating debris and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. The cleaning Work shall be performed to a level required to provide satisfactory television inspections.
 - c. Final Sewer Line and Manhole Cleaning. All sewer line and manholes indicated on the project limit drawing shall be final cleaned from manhole to manhole using high velocity jet equipment. Final Cleaning work shall take place in a sequential manner from upstream sewer segments to downstream sewer segments. The final cleaning work shall take place after all upstream rehabilitation has taken place. Final Cleaning will not be allowed to take place on a pipe segment if work such as open cut removal and replacement, CIPP installation, trenchless point repairs or manhole rehabilitation is to take place on an upstream pipe segment or manhole. If work happens on an upstream pipe segment or manhole after final cleaning of the pipe segment has occurred the contractor shall re-clean and re-inspect the pipe segment and manholes at no additional cost to the Owner.
 - d. Cleaning Precautions. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. Care shall be exercised to avoid damage to the pipe structure.

The Contractor shall be responsible and repair, at no cost to the Owner, any damage to the structure of a sound sewer pipe caused by use of the sewer cleaning equipment. This requirement does not apply to existing damage identified during the pre-installation inspection. Further, the Contractor shall be responsible for any damage to properties connected to the sewer which result from the sewer cleaning operation.

Cleaning shall be accomplished so that television inspection and sewer pipe rehabilitation can be properly accomplished, as determined by the Engineer, or the line shall be re-cleaned at no additional cost to the Owner.

- e. Material Removal. All sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted, as this may cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment.
 - f. Material Disposal. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor. All materials shall be removed from the Work site at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the work site beyond a single workday, except in totally enclosed containers and as approved by the Engineer. The material resulting from the sewer pipe and manhole cleaning operations shall be disposed by the Contractor at a disposal station for solid or semisolid sewer debris. Contractor shall submit for review the disposal locations or stations. Invoices for the disposal shall be provided to the Engineer for review.
 - g. Water for Sewer and Manhole Cleaning. Water for sewer cleaning may be obtained from GHU through fire hydrants at their convenience. No fire hydrants shall be obstructed during water filing operations. All water use must be coordinated by the Contractor with GHU. The Contractor shall obtain a hydrant permit from GHU prior to obtaining water from any hydrant. Contractor shall connect to hydrant with meter and backflow preventer. Any damage to the hydrant or water system resulting from misuse by the Contractor shall be repaired by the Contractor at no cost to the Owner.
 - h. Final Acceptance. Final acceptance of the sewer line cleaning shall be made upon the successful completion of the television inspection as required in these Contract Documents. If television inspection shows the final cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line by television inspection until the final cleaning is shown to be satisfactory, at no additional cost to the Owner.
6. Resin Impregnation. The Contractor shall designate a location where the felt tube will be impregnated with resin, using distribution rollers and vacuum, to thoroughly saturate the felt tube prior to its dispatch for installation. A catalyst system or additive(s) compatible with the resin and tube may be used per the manufacturer's recommendation. They shall, however, not impair or reduce the resin's ability to withstand the minimum chemical resistance or load bearing criteria. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall.
7. Installation. The wetted out tube shall be transported and kept in a refrigerated truck until it is inserted through an existing manhole. The insertion area, equipment platform, etc., shall be securely protected, and all damaged structures shall be repaired at no cost to the Owner.

The CIPP shall be installed in accordance with ASTM F 1216 or ASTM F 1743. Care shall be taken not to overstress the felt tube at the elevated curing temperatures, which may cause damage or failure prior to cure.

Sufficient head pressure shall be maintained to keep water pressure from groundwater from affecting shape of completed lining.

8. Curing. After completion of the insertion, the contractor shall use a hot water recirculation, steam system or ultraviolet light (depending on the requirements described below), capable of delivering desired heat or light uniformly throughout the section, for a consistent cure of the resin.

For UV cure provide equipment capable of delivering desired UV light intensity, pressure, and temperature uniformly throughout the liner. The UV light intensity, pressure, and temperature shall be continuously monitored by both computer and video as recommended by the liner manufacturer.

Water from the Owner's water system will be available at no cost as needed for the installation and curing process. The Contractor shall be responsible for moving or conveying the water to the work area. The curing temperature and light intensity shall be as recommended by the resin manufacturer.

For water or steam cure, the heat source shall be fitted with suitable monitors to gauge the temperature of the outgoing and incoming curing water or steam. Another such gauge shall be placed between the impregnated tube and the invert of the original host pipe near the manhole(s) to determine the temperatures during the resin curing process. Initial cure may be considered completed when the exposed portions of the felt tube pipe appear to be hard, and the remote sensing device indicates the temperatures to be adequate, as recommended by the resin/catalyst system manufacturer. Curing temperatures and duration shall comply with previously submitted data and information.

Coupon samples shall be obtained for testing as stated below.

9. Cooling Down. The Contractor shall cool the hardened cured-in-place-pipe to a temperature below 100°F before relieving the internal pressure. Cool down shall be accomplished with water. Careful attention shall be taken not to cool too quickly to eliminate the possibility of thermoshock. Care shall be taken in the release of the internal pressure so that a vacuum will not be developed that could damage the newly installed liner. Coupon samples shall be obtained for testing as specified herein. Cool down process may vary depending on the installation technique of the manufacturer/Contractor.
10. Fit/Finish. The finished pipe shall be continuous over the entire length of the sewer section. The finished liner shall tightly conform to the walls of the existing host pipe. No gap or annular space between the finished liner and the host pipe shall be allowed or be visible at the manhole, sewer service connection, or other exposed points within the finished liner section. The finished liner shall be homogenous throughout and free of any protrusions, holes, cracks, etc., which in the opinion of the Engineer will affect the liner's structural integrity, hydraulic performance, future maintenance access, and overall line performance.

At liner termination points in manholes, provide a smooth transition from the liner to the manhole invert and manhole around the entire circumference of the felt liner including the area above the springline. If necessary, grind the exposed liner edge smooth or fill with mortar to eliminate rough or abrupt edges that may collect debris or hamper CCTV equipment operation. If mortar is used, it shall provide a smooth transition on both the upstream and downstream inverts and shall be applied the entire circumference of the liner.

11. Clean Up. After the installation Work has been completed and all testing accepted, the Contractor shall clean up the entire project area. The Contractor shall dispose of all excess material and debris not incorporated into the permanent installation.
12. Sampling and Testing. Sampling and testing shall meet the requirements of ASTM F-1216 and shall include the following:
 - a. Prepare a minimum of two CIPP samples from each diameter of liner installed for each 2,000 feet of length of each diameter.

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- b. Samples shall be large enough to provide a minimum of five specimens.
 - c. Test for initial tangent flexural modulus of elasticity and flexural stress in accordance with Test Methods ATSM D 790 and meet the requirements of Article 17.3 Materials, D. Mechanical Properties, within that specification.
 - d. Verify that the liner thickness of the sample meets the requirements of this specification.
 - e. Submit test results to the Engineer for review and approval.
 - f. Samples shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sand bags or other similar material.
13. Final Television Inspection. After the liner is inserted but before final acceptance, the Contractor shall complete a television inspection of the cured in place lined pipe and submit the video and log to the Engineer for review. The final television inspection shall conform to Subsection 626-3.04 Sewer Closed Circuit Television Inspections, and to the requirements of this Specification. The entire circumference of the liner and each reinstated service connection shall be observed during the television inspection. The Contractor shall bypass or temporarily block the sewer flow in accordance with Article Sewer Flow Control, if necessary to achieve this condition. The entire circumference of the liner shall be readily visible with the television camera.
14. Final Acceptance. The final acceptance for the liner will be based on visual observation results of the post-rehabilitation television inspection and satisfactory sampling and testing results. During the post-rehabilitation television inspection the Engineer will examine the pipe wall for deformation or damage. The Contractor shall correct deformations and re-inspect as required by the Engineer.

Add the following subsections:

626-3.04 CURED IN PLACE LIFT STATION LINER.

- 1. Submittals. Submit the following for review and approval by the Engineer:
 - a. Product information for the lining system materials, methods of repair and MSD's for all materials used.
 - b. Calculations showing that the lining thickness and strength has been designed to meet the requirements of this specification.
 - c. Material sample test results including soil cell testing, chemical resistance, SDR, creep and long-term structural loading tests.
 - d. Satisfactory sample test results from three previous projects where the lining system has been used.
 - e. Sampling and testing plan for the Cured in Place Liner.
 - f. Installers proof of manufacturer's certification.
 - g. Information confirming that the pipe conforms to the requirements of the Materials Section of this Specification.

- h. Submit documented evidence of the ability and capacity of the installer to perform this work. Submit the name and qualifications of the senior installation supervisor who will be on the project whenever lining materials are being handled, impregnated with resin, or installed. The senior installation supervisor shall have installed a minimum of 3 of similar CIP liners of the same CIP system in manholes or lift stations. If the Contractor does not have a senior installation supervisor that meets these requirements, the Contractor shall provide manufacturer's representative who is qualified in the CIP lining work at the project site for the CIP installation of liner that is being installed in the lift station.
2. Safety. The Contractor shall carry out this operation in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding entering confined spaces and operations with hot media.
3. Pre-Installation. Inspection of the lift station shall be performed by experienced personnel. The interior of the lift station shall be carefully inspected to determine any conditions which may prevent proper installation of the liner and to take the appropriate measurements to ensure that the liner is installed per manufacturer's specifications. Immediately after the inspection is complete, the Contractor shall provide the Engineer with a report identifying any issues that will affect proper liner installation. Television inspection Work shall be accomplished in accordance with Subsection 626-3.04 Sewer Closed Circuit Television Inspections. The Contractor shall inspect the sewer pipe immediately before the insertion of the impregnated tube to assure that the lift station is clean and existing conditions are acceptable for lining.
4. Lift Station Installation. All pumps, pipes, and switches shall be removed from the structure, providing the installer with an empty structure. The liner shall include walls, the floor, and the underside of top slab. The underside of the top slab may be lined in conjunction with the walls and floor.

Once the liner is fully saturated with resin, it shall be lowered into the structure to the appropriate pre-marked position at structure entrance. In the case of large or non-cylindrical structures, the liner may be installed in sections with multiple cure times. The liner shall form a monolithic structure permanently connecting the walls and floor of the structure (and top slab where applicable).

Lift Station shall be pressurized in accordance with manufacturer's specifications, with major infiltration being stopped prior to installation.

5. Cleaning: All surfaces of the host structure are to be cleaned with a high-pressure hydro-jet sprayer with an operating pressure of at least 4,000-psi. After pressure cleaning, the surface may be cleaned with degreaser or other solvents as needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with water.
6. Final Preparation: All incoming laterals and main trunk line openings shall be properly trimmed and grouted with hydraulic or Portland Type II Cement, forming a filet between the structure wall and each pipe. All inlet and outlet pipes should be trimmed so they do not extend into the structure more than two inches. Such application of grout shall extend at least six inches from the outlet onto the wall area. Manhole steps shall be removed flush to within 1/2" of the structure wall. Any remaining protrusion shall be grouted over to provide smooth surface for the liner.

Benches, walls, and floors shall be repaired or refinished as appropriate, using chemical grout, hydraulic cement or Portland type II cement. If benches and floor of lift station is lined separately, provide minimum of 6 inches of overlap with wall section of liner.

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626-3.05 SEWER CLOSED CIRCUITRY TELEVISION INSPECTIONS.

1. General. Closed circuit television (CCTV) inspection will be required for initial sewer inspection, pre-rehabilitation, post-rehabilitation, and final rehabilitation. The initial sewer inspection is required to determine the existing condition of the pipe and determine where rehabilitation will be completed for areas that have not been inspected. Segments that require initial inspection are identified on the drawings. The pre-rehabilitation CCTV is required before rehabilitation to document the condition of the sewer pipeline and to verify that it is clean. A post-rehabilitation CCTV inspection shall be performed to determine if the rehabilitation method selected was installed per the Contract Documents and cleaning of the segments has taken place. A final rehabilitation CCTV is required on pipes where CIPP liner (lining) has taken place.
2. Qualifications. CCTV work shall be completed by an operator who is currently certified in the Pipeline Assessment and Certification Program (PACP) that is provided by the National Association of Sewer Service Companies (NASSCO).
3. Submittals. Submit documentation confirming that the CCTV operator is a currently certified in the NASSCO PACP program.
4. Materials. Television equipment shall include television camera, television monitor, cables, power source, lights, and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and pipeline rehabilitation.

The camera, television monitor, and other components of the video system shall be capable of producing at a minimum a self-continuous color video picture. All video inspections shall be recorded on DVD disks. The camera shall be on skids, tracks or wheels and be suitably sized for each pipe diameter to be investigated. For large diameter sewers the camera shall be mounted on a boat or other type of floatation device.

The camera shall be operative in 100 percent humidity conditions and shall have a rotary head enabling a view of 90 degrees to the axis to be inspected so that service connections can be properly inspected at multiple angles. Lighting for the camera shall minimize reflective glare. Lighting and camera quality shall be suitable to provide a clear, in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the Work. Focal distance shall be adjustable through a range from 4 inches to infinity.

Utilize camera capable of moving both upstream and downstream; minimum 600 feet horizontal distance with one setup; direct reading cable position meter.

The remote reading footage counter shall be accurate to two tenths of a foot over the length of the particular section being inspected and shall be mounted over the television monitor.

The camera equipment shall have a remote launching lateral camera that has the ability to inspect sewer service lines that are connected to the sewer main. The remote launching camera shall have the ability to inspect the sewer service by entering or accessing from the sewer main-sewer service connection.

Provide a push camera for use in inspecting main past protruding sewer services.

5. CCTV Inspection. The Engineer shall be on site during the initial CCTV inspection to ensure necessary information is acquired that will be used to evaluate and redesign as needed.

The Contractor shall complete a television inspection of the sewer pipe before the rehabilitation Work is performed and shall complete a television inspection of the sewer pipe after the rehabilitation Work is completed. The Engineer will review the television inspection documents for completeness.

- a. Television Inspection. The camera shall be moved through the line in a downstream direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition but in no case shall the television camera be pulled at a speed greater than 30 feet per minute. The camera shall be stopped at all service pipe connections and defects for a minimum of 10 seconds. At defects, the lens and lighting shall be readjusted, if need be, in order to provide a clear, distinct, and properly lighted feature. At all lateral connections, rotate the camera head to thoroughly examine the connection and look up the sewer service to check for infiltration.

Manual winches, power winches, television cable, powered rewinds, tracks, wheels or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

If, during the inspection operation, the television camera will not pass through the entire sewer main section (manhole to manhole), the Contractor shall set up his equipment in a manner so that the inspection can be performed from the opposite manhole or cleanout.

Utilize camera capable of moving both upstream and downstream; minimum 600 feet horizontal distance with one setup; direct reading cable position meter.

The pipe shall be clean at the time of the television inspection. Dirt, grease, rocks, sand, pipe coating debris and other materials and obstructions shall be removed to allow a satisfactory inspection of the interior of the pipe. If necessary, prior to the television inspection, clean the pipe as described in Article Sewer Line And Manhole Cleaning.

The television inspection Work will not be acceptable when the water depth is greater than 20 percent of the pipe diameter. The depth of flow for each pipe section shall be as measured in the upstream manhole.

In the event the section being televised has flow entering the sewer between manholes that is causing the water level in the pipe to be above the maximum allowable, the Contractor shall coordinate with the owner of the source of flow to have such flow temporarily stopped and/or reschedule television inspection of the particular section to a time when such flow is reduced to permit proceeding with the television inspection.

If necessary, use a high velocity jet to assist with the inspection work by lowering the liquid level when the camera becomes submerged in bellies or sags or other defects that increase the liquid level in the pipe.

When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable, the Contractor shall reduce the flow in accordance with Article Sewer Line And Manhole Cleaning, to permit proceeding with the television inspection.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed.

Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the sewer pipe point of penetration of the upstream manhole, unless specific permission is given to do otherwise. Footage shall be shown on the video data view at all times.

Inspection of the sewer service shall be accomplished via the sewer main. Excavation of soils to reach and access the sewer service for inspection purposes will not be allowed.

- b. Documentation of the Television Results. Documentation shall consist of a color DVD disk and printed log sheets. The log sheets shall include the following as minimum information: stationing and location of lateral services, wyes or tees, clock references, pipe joints, infiltration/inflow defects, cracks, leaks, offset joints, and other information required to assess condition of sewer. They shall also note the time and date of video inspection, street name, upstream and downstream manhole, operator name, direction of view, direction of flow, surface material, pipeline length, typical pipe length between joints, pipe diameter, pipe material, lateral connections and footage location, DVD number, DVD counter number, and a detailed logging of defects encountered and their footage location. Individual log sheets shall be prepared for each pipe section and shall be legibly hand printed or typed.

Three copies of the visual recording and two copies of the log sheets shall be supplied to the Engineer within five days of completing the television inspection Work on each pipe section, unless stated differently elsewhere. Engineer shall be provided no less than two days to review and comment on the television data. The Owner will retain possession of the visual recording and log sheets.

- c. Initial Sewer Television Inspection. An "Initial Sewer Television Inspection" shall be performed on all sewer mains identified on the drawings for "Initial CCTV". Initial CCTV shall be completed within thirty (30) calendar days of receiving the Notice-to-Proceed. The Initial CCTV inspection results shall be submitted to the Engineer within five (5) calendar days of completing the television inspection Work on each pipe section.
- d. Pre- and Post- Rehabilitation Sewer Pipe Television Inspection A "Pre-Rehabilitation Sewer Pipe Television Inspection" shall be performed on all sewer mains that will be rehabilitated using the designed lining, trenchless point repairs, and open cut removal and replacement of pipe. A "Post-Rehabilitation Sewer Pipe Television Inspection" shall be performed on all sewer mains being rehabilitated. Rehabilitation includes: CIPP lining, trenchless point repairs, open cut removal, replacement of pipe, and pipes designated to be cleaned. This inspection shall take place after rehabilitation of the segment has taken place and after final cleaning of the pipe.
- e. Final-Rehabilitation Sewer Pipe Television Inspection No sooner than two months, and not more than six months after the last CIPP liner has been installed, the Contractor shall perform a "Final-Rehabilitation Sewer Pipe Television Inspection" on all the sewer mains that were rehabilitated with a CIPP liner. The Contractor shall notify the Engineer 72 hours prior to beginning the "Final-Rehabilitation" CCTV inspection.

626-3.06 SEWER FLOW CONTROL.

- 1. Sewer Flow Control When sewer flow control is required for proper television inspection, pipeline rehabilitation or to accomplish other portions of the work, the Contractor shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around pipeline

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reaches in which work is to be performed. This includes flow control from sewer services from residential and/or commercial buildings. The design, installation, and operation of the flow control system shall be the Contractor's responsibility:

a. Definitions.

- i. Sewer Service. The sewer pipe that carries sewer flows from the building to the sewer line.
- ii. Segment. The sewer line from center of upstream manhole to center of downstream manhole. A segment is identified by the upstream manhole number.
- iii. Property Owner. The authorized agent of the property.
- iv. Sewer Flow Control Supervisor. The person identified in the Flow Control Plan that has a 24-hour contact telephone and will oversee the coordination, construction, disassembly, and final walkthrough of the Work of this Section.
- v. Bypass. Using pump(s) and piping, or other approved equipment, to convey sewage flows as part of Flow Control.

b. Submittals. The Contractor shall submit a general Flow Control Plan and emergency mitigation plan to protect adjacent properties and water ways before beginning the Work. The Plan shall include:

- i. Type of bypass pump(s) or equipment to be on site.
- ii. Plan view sketches showing staging areas of pumps, piping, plugging, vector- truck, and discharge points.
- iii. Anticipated bypass conduit protection where conduits cross roadways. Include ramp design and ramp grades for 35 mph traffic, if ramps are required.
- iv. Copy of property access agreement between the Contractor and the property owners where Contractor plans to access private property.
- v. Portable toilet locations if required.
- vi. Name and telephone number of the Sewer Flow Control Supervisor, who is responsible for Flow Control.

The Contractor and/or the Engineer may request a meeting on site to discuss details of the Flow Control Plan prior to beginning flow control work.

The Contractor is responsible for maintaining continuous service and sanitary conditions while bypass operation is in place.

c. Material.

- i. Plugs. The Contractor shall provide all plugs, including inflatable plugs, to divert sanitary sewer flows. Plugs shall be provided with a tag line and be designed so that all or any portion of the sanitary sewage can be released.
- ii. Pumping or Suction Systems. For mainline sewer bypass, the pumping systems shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. A minimum of 350 gpm capacity will be required for bypass pumping. The Contractor shall provide a primary bypass pump in good working order and reliable and provide a

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standby pump of the same equal capacity that is connected into the bypass piping system and immediately ready for operation.

- iii. Equipment Noise. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise low and minimize disruption to the public during construction or special noise protection (insulation, enclosures, mufflers, etc.) shall be provided by the Contractor and approved by the Engineer. Contractor shall also coordinate with property owners for the pump equipment locations around buildings and shall obtain a noise permit.
- d. Conduits. Provide watertight spare hoses, piping, and fittings of sufficient capacity and pressure rating to accomplish required flow diversion. The Contractor will be responsible for protection of all conduits, pumping systems from traffic.
 - i. Portable Toilets. Provide temporary toilets for buildings with temporarily blocked services. Portable toilets shall be clean and maintained as needed during use.
 - ii. Ramps. Ramps shall be constructed of compacted recycled asphalt pavement (RAP), wood, steel plating, or other approved material.
 - iii. Temporary Liquid Holding Tanks. Provide liquid holding tanks if bypass pumping operations do not discharge directly to the sanitary sewer system. Tanks shall not leak, and shall have a means to discharge the sewage either to the sanitary sewer system or to a vactor-truck for off-site discharge.
- e. Construction. When the depth of flow in the pipe upstream of the manhole section being inspected is above the maximum allowable for CCTV inspection or rehabilitation, the flow shall be reduced to the required level by plugging or blocking the flow, and/or by pumping the flow around the section where the work is being performed.
 - i. Pumping Systems. Pumping shall be done by the Contractor in such a manner as will not damage public or private property or create a noise nuisance or health menace or cause a fuel spill. Noise generated from the Work area shall meet City of Fairbanks noise permit requirements and other stipulations set forth in written agreements between the Engineer, Contractor and property owner.
 - ii. Conduits. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to free flow in gutters, streets, streams or over sidewalks, etc., nor shall any sewage be allowed to flow into storm inlets or conduits. After the work has been completed, flow shall be restored to normal.
 - iii. Flow Control Precautions. When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

Domestic sewer service flows within the project limits varies with time of day and night and the estimated flows do not include contributions from any infiltration or inflow that may exist at the time of work.

The Contractor shall be responsible for the cleanup of wastewater and the payment of fines, penalties or other damages that are the result of spilled wastewater caused by the Contractor's flow control operations.

The Contractor shall be responsible for the proper de-contamination and/or disposal of any soils, construction materials, and equipment that are contaminated with raw sanitary sewage

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as a consequence of any temporary sanitary sewer service flow control system operation. Disposal of soil and materials contaminated with raw sanitary sewage shall be in accordance with the applicable specifications and the cost of this disposal shall be the Contractor's responsibility, and at no cost to the Owner.

- iv. Full Time Sewer Flow Control Monitoring. Provide full-time, 24-hour monitoring and observation of the sewer flow control system when in operation.
- v. Temporary Ramps over Bypass Piping at Vehicle and Pedestrian Access Routes. Provide temporary ramps over bypass piping to allow for vehicles and or pedestrians to access buildings, parking areas and other facilities in the project area. Ramps for pedestrian use shall be constructed to allow for ADA access. The ramps shall be installed at sidewalk crossings that are in use and shall be installed at driveways or parking lot access routes that are in use.
- vi. Access Agreements. The Contractor will be required to obtain written agreements from the property owners prior to accessing existing sewer cleanouts on private property, or plumbing fixtures located within the properties requiring flow control. Additional Work required for bypassing, including but not limited to, coring, drilling, modifying existing structures shall be coordinated through written agreements between the Contractor and property owner. The access agreements shall include:
 1. Legal property identification.
 2. Legal property owner or property manager.
 3. Work to be performed.
 4. Calendar dates of work to be performed.
 5. Signatures of both the Contractor and property owner.
 6. Contact name and telephone number of Sewer Flow Control Supervisor.

Contractor shall be responsible for repairing damage, to match original condition, caused to private property by his Work as part of this Section.

- vii. Flow Control of Sewer Services. Flow Control of sewer services shall be accomplished by one of the following methods:
 1. Method A: Bypass flows from exterior cleanouts/control manholes for each building.
 2. Method B: Accessing the building interior and interior cleanout in the building to bypass the flows.
 3. Method C: Temporarily block the service during rehabilitation and provide portable toilets.

The Contractor shall determine which method to use for each property. The Flow Control Plan shall indicate which method will be used for each active sewer service. If the Contractor elects to use Method C and exceeds 12 hours of service shutdown, the Contractor will relocate the affected resident(s) to a hotel in Fairbanks of the resident(s)' choice at no additional cost to the Owner.

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4. Coordination with Property Owners. The Contractor shall notify all property owners, businesses, and residents affected by the service interruption 72 hours before service interruption. Notification shall also be given to the Engineer 72 hours before service interruption.

The Contractor shall coordinate with the business/property owners for planning of the on-property routing of bypass pumping from inside building to outside for discharge/flow control pumping. Coordination shall include scheduling necessary meetings, confirm bypass pumping hours of operation, identify limits of impact, signed access agreements, and final walk through of the property after Work is completed.

The Contractor shall provide temporary security for the business/property owners at the rear of the buildings if access doors are left unlocked while routing of bypass pumping from inside building to outside for discharge/flow control pumping. The Contractor shall provide temporary closures over the doors, put a flow control hose through a penetration (existing, door, wall) or provide full time security, if needed.

626-3.07 WARRANTY.

Contractor warrants that Work performed on this facility shall conform to the GHU Standards for Construction and be free of defects in material, designs/plans furnished by Contractor, or workmanship performed by Contractor or any subcontractor or material supplier for a period of one (1) year. The Contractor further warrants that all materials and equipment furnished will be new unless otherwise specified, of good quality, in conformance with specifications, and free from defective workmanship and materials. At the Department's request, the Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished.

The warranty shall begin on the date of acceptancy by the Department. GHU shall notify Contractor in writing of any warranty claims pertaining to facilities installed by the Contractor under the Noyes Slough Bridge No. 209 Replacement contract.

Contractor shall make repairs, replacements and corrections promptly and at no expense to GHU. If Contractor fails to respond to a notice by GHU of a warranty claim within a reasonable time, GHU may make or cause to have made, the appropriate correction or repair at the expense of Contractor. If Contractor fails to correct defective work within a reasonable time after receipt of written notice from GHU prior to final payment, GHU may correct the work and issue an appropriate change order deducting the costs of correction from any payment(s) remaining due to Contractor. If payments then remaining due to Contractor are insufficient to cover such amounts, Contractor shall pay the difference to GHU within thirty (30) days of notice of such cost.

A new warranty period of one (1) year shall begin to run from completion of any repairs or replacements under the first or any successive warranty period.

Contractor shall furnish all warranties provided by any vendors and/or manufacturers of materials and equipment used to complete the Work.

626-4.01 METHOD OF MEASUREMENT. *Add the following:*

626.0001.0012 Sanitary Sewer Conduit, 12 Inch. Sanitary Sewer Conduit shall be Cured In Place Pipe and will be measured per linear footage for liner installed and shall be the horizontal distance from center of manhole to center of manhole regardless of the size of the pipe.

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626-5.01 BASIS OF PAYMENT. *Add the following:* Payment for Item 626.0001.0012 Sanitary Sewer Conduit, 12 inch shall include full payment for all Work described in this section. Payment for furnishing and installing CIPP liner shall constitute full payment for furnishing all materials, and performing the Work specified in this Section and including liner, resin, pre-inspection, post-inspection, sewer line cleaning and preparation, and sampling and testing. All work required to complete the CIPP work is subsidiary to the CIPP.

626.2002.0000 Sanitary Sewer Lift Station. The contract price includes liner installation and crack sealing.

626.2020.0000 Sanitary Sewer Bypass. This shall include all work and materials to bypass flow around the lift station and conduit installation in order to install the liner as well as to replace the equipment within the lift station. Allow 7 days for the equipment installation in the lift station. Coordinate with Owner prior to initiating bypass.

PAY ITEM		
Item Number	Item Description	Unit
626.0001.0012	Sanitary Sewer Conduit, 12 Inch	LF
626.2002.0000	Sanitary Sewer Lift Station	LS
626.2020.0000	Sanitary Sewer Lift Station Bypass	LS

Delete Section 627 in its entirety and substitute the following:

**SECTION 627
WATER SYSTEM**

627-1.01 DESCRIPTION. This Section includes the installation of all water pipe, fittings, and appurtenances for the water-distribution system.

Articles, materials, operations, or methods mentioned herein or indicated on the Plans as being required for the project shall be provided by the Contractor. The Contractor shall provide all necessary labor, equipment, and incidentals necessary to complete the system as shown on the Plans.

627-1.02 DELIVERY, STORAGE, AND HANDLING.

Preparation for Transport. Prepare piping components, including piping, valves, and fittings according to the following:

1. Ensure that valves and fittings are dry and internally protected against rust and corrosion.
2. Protect valves and fittings against damage to flange faces.
3. Set valves in best position for handling. Set valves closed to prevent rattling.

During Storage. Use precautions for piping components, including valves and fittings, according to the following:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
2. Protect valves and fittings from weather and from entry by foreign materials. Provide temporary covers.

Handling. Use sling to handle valves. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

Protect stored piping from moisture and dirt. Elevate above grade.

Protect flanges, fittings, and specialties from moisture and dirt.

627-1.03 SUBMITTALS.

Shutdown, Bypass, and Commissioning Plan. The Contractor shall submit a written plan for approval by Engineer and Utility. Water circulation shall be maintained during project while system circulation is active. Any request for shutdown, bypass, or service interruption shall be submitted a minimum of 48 hours in advance of required action by Utility. The submittal shall describe:

1. Schedule of water and sewer facility construction
2. Extent of shutdown and any service interruptions
3. List of affected customers and plan to provide temporary service if needed
4. Bypass materials with National Sanitation Foundation (NSF) approval
5. Pipe disinfection scheme and bacterial sampling & testing.
6. Plan for disposal of chlorinated water
7. Plan for flushing

627-2.01 MATERIALS. Use materials that conform to the following:

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Products identified by name in the list below are manufactured predominately of steel or iron. The information below represents the Department's knowledge at the time of advertisement regarding whether products are "Manufactured in the United States" as defined in Section 106 of the contract. Including this information in the Contract does not relieve the Contractor of responsibility for complying with Section 106 of the Contract and the Buy America Act, and providing the Material Origin Certificate Form 25D-60 and the Certificate of Buy America Act Compliance Form 25D-62 as required in Subsection 106-1.01.

- (a) **Ductile Iron Pipe is** "Manufactured in the United States".
- (b) **Ductile Iron Fittings are** "Manufactured in the United States".

All materials shall be new, of current manufacture and conform to the specifications contained herein. The following list of materials shall conform to specifications in other subsections:

Bedding and Backfill	Section 204
Concrete for Thrust Blocks	Subsection 550, Class W
Insulation Board	Section 635
Filter Blanket	Subsection 703-2.08
Porous Backfill	Subsection 703-2.10
Casing	Subsection 706-2.07
HDPE Pipe	Subsection 706-2.08
Corporation Stops	Subsection 712-2.09

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Gate Valves	Subsection 712-2.10
Valve Boxes	Subsection 712-2.11
Hydrants	Subsection 712-2.12
Insulation	Subsection 712-2.24
Waterproof Surface Coating	Subsection 712-2.25

Submit manufacturer's literature and affidavit of compliance with specified standards to Engineer for his review and approval prior to procuring materials.

Piping materials shall bear label, stamp, or other markings of specified testing agency. All pipe, valves, and fittings shall be UL/FM listed for Fire Service.

Comply with NSF 61 for all materials for water conduit and water-service piping and specialties for domestic water.

627-2.02 WATER CONDUIT PIPE AND FITTINGS. All pipe and materials shall meet the requirements of the National Sanitation Foundations (NSF) 61. This applies to all permanently installed materials as well as temporary water systems.

HDPE Pipe. AWWA C906-15 iron pipe size (IPS) 14" outside diameter, insulated, SDR 11 pipe for the Noyes Slough crossing. Joints shall be fused. Transition from HDPE to DIP must be restrained joints.

Push-on-Joint, Ductile-Iron Pipe. AWWA C151, with push-on-joint, bell- and plain-spigot end unless flanged ends are indicated. Physical properties shall not be less than 60-42-10 iron. Ductile-iron pipe shall be cement mortar lined in accordance with applicable provision of AWWA C104. Pipe shall be restrained at each joint.

1. Restrained Joint Gaskets: AWWA C111, rubber, U.S. Pipe Field Lok 350 or equivalent.

Mechanical-Joint, Ductile-Iron Fittings. AWWA C153 for all fittings, ductile-iron standard pattern. The fittings shall have a minimum rating of 150 psi working pressure but be capable of withstanding three times the rated water working pressure as per AWWA C110. Interior of fittings shall be cement mortar lined per AWWA C104.

1. Glands, Gaskets, and Bolts. AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.
2. Restrained Joint. Provide field installed wedge action joint restraint for all AWWA C110 mechanical joint fittings (MegaLug by EBAA Iron or approved equal).
3. Coupling. Joining ductile-iron to steel pipe sections shall be with Romac couplings or approved equal. Joining ductile-iron to ductile-iron plain end section shall be with Romac couplings or approved equal.

627-2.03 COPPER TUBE AND FITTINGS. Soft Copper Tube: ASTM B 88, Type K, water tube, annealed temper. Copper tubing shall be true, smooth, and clean on both inside and outside and free from any cracks, seams, or other defects. It shall be truly cylindrical, of the full specified outside and inside diameters, and of uniform thickness of metal.

1. Fittings. ASME B16.22, bronze flared fittings.

627-2.04 DETECTABLE WARNING TAPE. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core

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encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Tape Colors: Provide tape colors for utilities as follows:

- (a) Blue: Water systems.

627-2.05 ELECTRONIC BALL MARKERS. Electronic Ball Marker shall contain a passive-tuned antenna, molded inside a plastic disk. Shell of marker must be impervious to minerals, chemicals and temperature extremes. 3M Scotchmark 1403-XR Electronic Ball Marker for water utilities or equal, compatible with 3M marker locator.

1. Ball Marker Colors:

- (a) Blue: Water systems.

627-2.06 THRUST BLOCK CONCRETE. Use Class W concrete for thrust blocks as defined in Section 550.

627-2.07 UTILITY FURNISHED MATERIALS. Golden Heart Utilities (GHU) will furnish a portion of the required materials. GHU furnished materials are outlined in Utility Agreement No. 2-90124-22-04 (special reference to pages 12-13), provided as supplemental information. GHU will not furnish additional materials beyond what is shown in the referenced Utility Agreement.

CONSTRUCTION REQUIREMENTS

627-3.01 GENERAL. All construction shall comply with the latest edition of Utility Services of Alaska Standards of Design and Construction and Service Line Standards, including materials installation, testing and disinfection. Refer to Standard Detail Sheets: WD1 – Water System Details Fire Hydrants Installation, WD2 - Water System Details Pipe, Joints, and Thrust Restraint, WD3 – Water System Details Valves and Services, WD4 – Water and Sewer Trench and Crossing Details, SS1 – Sanitary Sewer System Manholes. In the event that the plans and specifications do not match USA standards, the most stringent criteria shall apply.

In no case shall a business be without service during business hours. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.
3. Materials used in temporary utilities in contact with potable water must meet the materials standards of 627-2.01.

Coordinate connection of new water conduit to existing water conduit with Engineer.

Coordinate relocation or protection of utilities with related utility companies.

See Subsection 204 for excavation, bedding, and backfill requirements.

627-3.02 INSTALLATION OF CONDUIT. Connection to Existing Water Conduit: Connect according to requirements of Owner and of size and in location indicated. Take all precautions necessary to ensure that contamination of the existing water line does not occur. Notify the Owner of any necessary shutdowns of

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existing facilities 48 hours in advance. The Owner reserves the right to schedule shutdowns to minimize possible conflicts.

Water Conduit Piping. Install ductile-iron water conduit piping and joints according to manufacturer's requirements, AWWA C600 and AWWA M41.

1. Clean the sockets of all dirt, sand, gravel, or other foreign matter.
2. Do not exceed 1/2 the manufacturer's maximum degrees of deflection per joint.
3. Do not use flanges, unions, or keyed couplings for underground piping unless otherwise shown.
4. Bury piping with depth of cover as shown.
5. Final accuracy of all installed piping shall be within 0.10 feet horizontally of the exact location taken from the Plans. Pipe which exceeds the above limits of variation shall be adjusted immediately.
6. Install thrust blocks at all connection points to existing steel pipe. Thrust blocks shall not be installed otherwise.

Service Connections. Make service connections with drilling machine according to the following:

1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company standards.
2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in conduit. Remove drilling machine and connect water-service piping.
4. Install corporation valves into service-saddle assemblies.
5. Install copper tube and fittings according to CDA's "Copper Tube Handbook."
6. Notify Engineer once services are complete and ready for insulation. Any services that are not checked will be exposed to verify the valves are open.

627-3.03 VALVE INSTALLATION. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Place filter blanket porous backfill and drain tubes as shown. Valve cans shall be installed plumb.

627-3.04 INSULATION AND COATING. This section involves the shop and field application of urethane foam insulation to underground direct burial pipe joints and fittings.

1. Urethane foam material shall be spray applied to clean pipe, and fittings, free of loose dirt, moisture, debris or other foreign material.
2. No foam shall be applied during periods of precipitation or to damp or wet surfaces.

Pipe, Pipe Joints, and Fittings. The exterior of pipe, pipe joints and fittings shall be insulated with urethane foam as indicated.

1. Minimum thickness of insulation shall be 2 inches unless otherwise shown.

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2. Application to pipe, pipe joints, and fittings shall be a complete 360 degrees circumference of coverage.
3. Insulation shall be shop applied to pipe barrels. Shop application shall be used for joints and fittings to the greatest extent practical.
4. Fire hydrant barrels shall be insulated and wrapped with 3 layers of 6 mil polyethylene sheeting after assembly.

Board insulation shall be provided as needed and as shown on the plans.

627-3.05 PIPE SPACERS. Where corrugated metal pipe (CMP) casing extensions are required, the water main shall be braced within the casing pipe with stainless steel casing spacers that place the carrier pipe in a restrained position.

Stainless steel casing spacers shall be installed within one (1) foot of each side of carrier pipe joints, within one (1) foot of each end of the casing pipe. Casing spacers shall be bolt-on style with a shell of grade 304 stainless steel and a PVC insulating liner.

627-3.06 FIELD QUALITY CONTROL. Piping and Valve Tests: Conduct pressure tests before service fittings are covered. All new piping and each valved section shall be tested. The Engineer must be notified at the beginning and end of each test. Use only potable water.

For Ductile Iron pipe, test in accordance with AWWA C600. Remake leaking joints with new materials and repeat test until leakage is within allowed limits as defined in AWWA C600.

For HDPE pipe – Newly installed water main is to be hydrostatically tested in two phases to whichever is greater: 150 PSI or 1.5 times the operating pressure. Section to be tested shall be limited to 1,500 feet.

1. Phase 1 – Initial Expansion (4 hours) Pressurize the test section to the test pressure and maintain for four (4) hours. The contractor is to pump in additional test water into the pipe to maintain test pressure as the pipe expands slightly. It is not necessary to monitor the amount of water added during this phase.
2. Phase 2 – Pressure testing (minimum 1 hour) Immediately following the initial expansion phase the Contractor is to stop adding testing fluid and then reduce pressure by 10 psi. The reduced pressure then becomes the test pressure and is to be held within five percent (5%) for one hour and show no visible leaks to be deemed as having passed the test. The maximum test duration is eight (8) hours. If the test is not completed in the maximum duration period, then the Contractor is to depressurize the test section completely and allow it to relax for at least eight (8) hours before pressurizing the test section.

Service connections/fittings shall be tested at normal line pressure. Each fitting shall be visually inspected for leaks at line pressure prior to insulation.

Prepare reports of testing activities and submit to Engineer.

627-3.07 IDENTIFICATION. Install continuous underground warning tape as indicated during backfilling of trench.

Install electronic ball markers over service connections along main during backfilling of trench.

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627-3.08 CLEANING. Clean and disinfect water-distribution piping as follows:

1. The Owner shall notify the Contractor when the water system may be flushed and disinfected. The Contractor shall not introduce any water into the system until he has written notification from the Engineer.
2. After notification, purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use. Lines shall be flushed through open ends to insure removal of all dirt and foreign material in the pipe. The Contractor may purchase water for cleaning from the Owner. Hydrant meters are available for rent from the Owner, and payment for usage can be made at the time the meter is returned. The Contractor is to provide all equipment, connections, and labor.
3. Use purging and disinfecting procedure described in AWWA C651. Repeat procedure if biological examination shows evidence of contamination.

Disposal of flushing water shall be the responsibility of the Contractor. Disposal of flushing water shall be in compliance with discharge requirements defined in AKG003000 General Permit for Hydrostatic and Aquifer Pump Testing. Removal of this water shall not cause damage to property or inhibit the flow of vehicle traffic in or around the work area.

Prepare reports of purging and disinfecting activities and submit to Engineer.

Service fittings must be disinfected in accordance with AWWA C-651 by either spraying or dipping the fittings and pipe ends in hypochlorite solution.

627-3.09 WARRANTY. Contractor warrants that Work performed on this facility shall conform to the GHU Standards for Construction and be free of defects in material, designs/plans furnished by Contractor, or workmanship performed by Contractor or any subcontractor or material supplier for a period of one (1) year. At the Department's request, the Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished.

The warranty shall begin on the date of acceptancy by the Department. GHU shall notify Contractor in writing of any warranty claims pertaining to facilities installed by the Contractor under the Noyes Slough Water Betterment contract.

Contractor shall make repairs, replacements and corrections promptly and at no expense to GHU. If Contractor fails to respond to a notice by GHU of a warranty claim within a reasonable time, GHU may make or cause to have made, the appropriate correction or repair at the expense of Contractor. If Contractor fails to correct defective work within a reasonable time after receipt of written notice from GHU prior to final payment, GHU may correct the work and issue an appropriate change order deducting the costs of correction from any payment(s) remaining due to Contractor. If payments then remaining due to Contractor are insufficient to cover such amounts, Contractor shall pay the difference to GHU within thirty (30) days of notice of such cost.

A new warranty period of one (1) year shall begin to run from completion of any repairs or replacements under the first or any successive warranty period.

627-4.01 METHOD OF MEASUREMENT.

1. Water Conduit. By the length, along the slope of the pipe, from center to center of fittings and valves, and center of tee in main to center of fire hydrant gate valve. No deduction in length will be made for valves and fittings.

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2. Water Service Replacement. By the length, along the slope of the pipe, from center of main to edge of right-of-way unless otherwise shown on Plans.
3. Gate Valves and Valve Boxes. By the number of valves, and valve boxes to be adjusted, removed or installed.
4. Casing. By the length, along the slope of the pipe.
5. Water Main Relocation. No measurement of quantities shall be made. Water Main Relocation shall be lump sum.

627-5.01 BASIS OF PAYMENT. Payment for Water System pay items by the Contractor shall include furnishing all necessary material, personnel, equipment, transportation and supplies to perform the work as shown and specified.

The contract price for installing main line gate valves includes the cost to furnish the valves and valve boxes.

The contract price for Water Service Connection includes installation of a curb stops, valve boxes, service pipes and connections to a new or existing water main with service saddles, tapped coupling, or corporation stop, for both the supply and return, as shown on the Plans.

Any costs involved in service changeovers and providing temporary water service are subsidiary.

Payment for pipe installed and other buried assemblies or work will not be made until trench excavation, bedding, backfill, and all testing are finished and the work is complete in place.

Excavation, embedment material (bedding), and backfill are subsidiary.

Fittings, disinfection, testing, couplings, thrust blocks, concrete ballast, CPP Casing, cofferdam, dewatering and insulation are subsidiary.

Payment for Water Main Relocation shall include all supervision, labor, materials, equipment, appurtenances and incidentals to install the "ADOT Base Project Extents: STA: 11+98 to STA: 14+23" called out on the Plans. Lump sum shall include but is not limited to the following: slough crossing, sandbag diversion, optional pumping, excavation crossing Noyes Slough, pea gravel bedding, concrete ballast and 24" corrugated plastic pipe casing. Fittings, disinfection, testing, couplings, thrust blocks, concrete ballast, CPP Casing, cofferdam, dewatering and insulation are subsidiary. 14" HDPE and 12" Ductile Iron Pipe shall be paid for at the unit price.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
627.0001.0004	Ductile Iron Water Conduit, 4 Inch, 350	LF
627.0001.0012	Ductile Iron Water Conduit, 12 Inch, 350	LF
627.0009.0004	Gate Valve, 4 Inch	EA
627.0009.0010	Gate Valve, 10 Inch	EA
627.0009.0012	Gate Valve, 12 Inch	EA
627.2000.0000	Water Main Relocation	LS
627.2012.0014	HDPE Water Conduit, 14 Inch, 11, 350	LF

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**SECTION 639
DRIVEWAYS**

639-1.01 DESCRIPTION. Delete this subsection and substitute the following: Construct driveways and approaches within the project limits according to the Plans.

639-5.01 BASIS OF PAYMENT. Add the following: Sidewalk, and additional sidewalk thickness at driveways and approaches will be paid for under Section 608.

Add the following pay item:

PAY ITEM		
Item Number	Item Description	Unit
639.2000.0000	Approach	EACH

Delete Section 641 in its entirety and substitute the following:

**SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL**

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641-1.01 DESCRIPTION. Provide project administration and work relating to control of erosion, sedimentation, and discharge of pollutants, according to this Section and applicable local, state, and federal requirements, including the Alaska Pollution Discharge Elimination System (APDES) Construction General Permit (CGP). The state APDES program is administered by the Department of Environmental Conservation (DEC). Section 301(a) of the Clean Water Act (CWA) and 18 AAC 83.015 provide that the discharge of pollutants to water of the U.S. is unlawful except as allowed by the CGP.

641-1.02 DEFINITIONS. These definitions apply only to Section 641.

ACTIVE TREATMENT SYSTEM (ATS) OPERATOR. See CGP Appendix C.

ALASKA CERTIFIED EROSION AND SEDIMENT CONTROL LEAD (AK-CESCL). A person who has completed training, testing, and other requirements of, and is currently certified as, an AK-CESCL from an AK-CESCL Training Program (a program developed under a Memorandum of Understanding between the Department and others). The Department recognizes AK-CESCLs as “qualified personnel” required by the CGP. An AK-CESCL must be recertified every three years. (See Qualified Person).

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC). The state agency authorized by EPA to administer the Clean Water Act’s National Pollutant Discharge Elimination System.

ALASKA GENERAL PERMIT FOR EXCAVATION, DEWATERING (Excavation Dewatering Permit). The permit authorizing excavation dewatering discharges from Construction Activities.

ALASKA MULTI-SECTOR GENERAL PERMIT (MSGP). The permit authorizing stormwater discharges associated with Industrial Activity.

ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM (APDES). A system administered by DEC that issues and tracks permits for stormwater discharges.

BEST MANAGEMENT PRACTICES (BMPS). See CGP Appendix C.

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CLEAN WATER ACT (CWA). Federal Water Pollution Control Amendments of 1972, as amended (33 U.S.C. 1251 et seq.).

CONSTRUCTION ACTIVITY. Ground disturbing activity by the contractor, subcontractor or utility company; that may result in erosion, sedimentation, or a discharge of pollutants into stormwater. See CGP Appendix C.

CONSTRUCTION GENERAL PERMIT (CGP). The permit authorizing stormwater discharges from Construction Activities, issued and enforced by Alaska DEC. It authorizes stormwater discharges providing permit conditions and water quality standards are met.

U.S. ARMY CORPS OF ENGINEERS PERMIT (COE PERMIT). A COE permit for construction in waters of the U.S. May be issued under Section 10 of the Rivers and Harbors Act of 1899, or Section 404 of the Clean Water Act.

ELECTRONIC NOTICE OF INTENT (ENOI). See CGP Appendix C.

ELECTRONIC NOTICE OF TERMINATION (ENOT). See CGP Appendix C.

ENVIRONMENTAL PROTECTION AGENCY (EPA). The federal agency charged to protect human health and the environment.

ERODIBLE STOCKPILE. Any material storage area or stockpile consisting of mineral aggregate, organic material, or a combination thereof, with greater than 5 percent passing the #200 sieve, and any material storage where wind or water transports sediments or other pollutants from the stockpile. Erodible Stockpile also includes any material storage area or stockpile, where the Engineer determines there is potential for wind or water transport, of sediments or other pollutants away from the stockpile.

EROSION AND SEDIMENT CONTROL PLAN (ESCP). The Department's project specific document that illustrates measures to control erosion and sediment on the project. The ESCP provides bidders with the basis for cost estimating and guidance for developing an acceptable Storm Water Pollutant Prevention Plan (SWPPP).

FINAL STABILIZATION. See CGP, Appendix C, "Stabilization."

HAZARDOUS MATERIAL CONTROL PLAN (HMCP). The Contractor's detailed project specific plan for prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material (including, but are not limited to, petroleum products related to construction activities and equipment). The HMCP is included as an appendix to the SWPPP.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT. A DEC stormwater discharge permit issued to certain local governments and other public bodies, for operation of stormwater conveyances and drainage systems. See CGP Appendix C.

OPERATOR(S). The party(s) responsible to obtain CGP permit coverage. CGP, Appendix C.

1. Contractor – the Contractor is an Operator inside and outside the Project Zone.
2. Department – the Department is an Operator inside the Project Zone.

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POLLUTANT. Any substance or item meeting the definition of pollutant contained in 40 CFR § 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sediment, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.

PROJECT ZONE. The physical area provided by the Department for Construction. The Project Zone includes the area of highway or facility under construction, project staging and equipment areas, and material and disposal sites; when those areas, routes and sites, are provided by the Contract.

Material sites, material processing sites, disposal sites, haul routes, staging and equipment storage areas; that are furnished by the Contractor or a commercial operator, are not included in the Project Zone.

QUALIFIED PERSON. See CGP Appendix C and Subsection 641-1.04.

SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC PLAN). The Contractor's detailed plan for petroleum spill prevention and control measures that meet the requirements of 40 CFR 112.

SPILL RESPONSE FIELD REPRESENTATIVE. The Contractor's representative with authority and responsibility for managing, implementing, and executing the HMCP and SPCC Plan.

STORM EVENT. See CGP Appendix C.

STORM WATER POLLUTION PREVENTION PLAN TWO (SWPPP2). The Contractor's plan for compliance with both the CGP and MSGP construction activities outside the Project Zone.

SUPERINTENDENT. The Contractor's duly authorized representative with authority and responsibility for the overall operation of the Project, and Contractor furnished sites and facilities.

SWPPP AMENDMENT. A modification to the SWPPP. CGP Part 5.0.

SWPPP MANAGER. The Contractor's Qualified Person with authority and responsibility. CGP Appendix C.

SWPPP PREPARER. The Contractor's Qualified Person with authority and responsibility. CGP Appendix C.

SWPPPTRACK. Software subscription service version SWPPPTrack LTIS AK developed and provided by Storm Water Simplified Ltd, for use on construction projects that require coverage under the APDES CGP.

TEMPORARY STABILIZATION. See CGP Appendix C. See "Stabilization."

641-1.02.01 REFERENCE. A complete list of websites and documents referenced herein can be found at the DOT&PF Statewide Design and Engineering Services Stormwater webpage.

DEC Permit information can be found at the DEC Division of Water webpage. SWPPP preparation documents can be found at the DOT&PF Design and Engineering Services Stormwater webpage. Construction forms are found at the DOT&PF Design and Engineering Services Construction Forms webpage.

641-1.03 PLAN AND PERMIT SUBMITTALS.

For plans listed in Subsection 108-1.03.5 (SWPPP, HMCP, and SPCC), use the Contractor submission and Department review deadlines identified in this Subsection.

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Partial and incomplete submittals will not be accepted for review. Any submittal that is re-submitted or revised after submission, but before the review is completed, will restart the submittal review timeline. No additional Contract time or additional compensation will be allowed due to delays caused by partial or incomplete submittals, or required re-submittals.

1. Storm Water Pollution Prevention Plan. Submit an electronic copy of the SWPPP to the Engineer for approval. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. Organize the SWPPP and related documents for submittal according to the requirements of Subsection 641-2.01.2.

The Department will review the SWPPP submittals within 14 days after they are received. Submittals will be returned to the Contractor, and marked as either "rejected" with reasons listed or as "approved" by the Department. When the submittal is rejected, the Contractor must revise and resubmit the SWPPP. The 14 day review period will restart when the Contractor submits an electronic copy of the revised SWPPP to the Engineer for approval.

After the SWPPP is approved and certified by the Department using Form 25D-109, the Contractor must certify the approved SWPPP using Form 25D-111. See Subsection 641-1.03.4 for further SWPPP submittal requirements.

2. Hazardous Material Control Plan. The HMCP Template can be found at the DOT&PF Construction Forms webpage. The HMCP submittal and review timeline, and signature requirements are the same as the SWPPP.
3. Spill Prevention, Control and Countermeasure Plan. When a SPCC Plan is required under Subsection 641-2.03, submit an electronic copy of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.
4. CGP Coverage. The Contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project. Do not use the SWPPP for Construction Activities outside the Project Zone where the Department is not an operator. For Construction Activities outside the Project Zone, the Contractor must use a SWPPP2. Department approval is not needed for a SWPPP2.

After the Department certifies the SWPPP and prior to beginning Construction Activity, submit an eNOI with the required fee to DEC for coverage under the CGP. Submit a copy of the signed eNOI and DEC's written acknowledgement (by letter or other document), to the Engineer as soon as practicable and no later than three days after filing eNOI or receiving a written response.

Do not begin Construction Activity until the conditions listed in Subsection 641-3.01.1 are completed.

The Department will submit an eNOI to DEC for Construction Activities inside the Project Zone. The Engineer will provide the Contractor with a copy of the Department's eNOI and DEC's written acknowledgment (by letter or other document), for inclusion in the SWPPP.

Before Construction Activities occur, transmit to the Engineer an electronic copy of the approved and certified SWPPP, with signed Delegations of Signature Authorities on Forms 25D-107 and 25D-108, SWPPP Certifications on Forms 25D-111 and 25D-109, both permittee's signed eNOIs and DEC's written acknowledgement.

5. DEC SWPPP Review. When CGP Part 2.1.3 or 2.1.4, requires DEC SWPPP review:
 - a. Transmit a copy of the Department-approved SWPPP to DEC using delivery receipt confirmation;

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- b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven (7) days of receiving the confirmation; and
 - c. Retain a copy of delivery receipt confirmation in the SWPPP.
6. Local Government SWPPP Review. When local government or the CGP Part 2.1.4, requires local government review:
- a. Transmit a copy of the Department-approved SWPPP and other information as required to local government, with the required fee. Use delivery receipt confirmation;
 - b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven days of receiving the confirmation;
 - c. Transmit a copy of any comments by the local government to the Engineer within seven days of receipt;
 - d. Amend the SWPPP as necessary to address local government comments and transmit SWPPP Amendments to the Engineer within seven days of receipt of the comments;
 - e. Include a copy of local government SWPPP review letter in the SWPPP; and
 - f. File a notification with local government that the project is ending.
7. Modifying Contractor's eNOI. When required by the CGP Part 2.7, modify your eNOI to update or correct information within 30 calendar days of the change. Reasons for modification are found in the CGP Part 2.7.1. The Contractor must submit an eNOT instead of an eNOI modification when the operator has changed. The new operator must file an eNOI to obtain permit coverage.

641-1.04 PERSONNEL QUALIFICATIONS. Provide documentation in the SWPPP that the individuals serving in these positions meet the personnel qualifications. The Department accepts the following certificates as equivalent to AK-CESCL: CPESC, Certified Professional in Erosion and Sediment Control or CISEC, Certified Inspector in Sediment and Erosion Control, which are found in the CGP Appendix C and repeated below.

Table 641-1.04 Personnel Qualifications

Personnel Title	Required Qualifications
SWPPP Preparer	Current certification as a Certified Professional in Erosion and Sediment Control (CPESC); OR Current certification as AK-CESCL, and at least two years' experience in erosion and sediment control, as a SWPPP Manager or SWPPP writer, or equivalent. OR Professional Engineer registered in the State of Alaska with current certification as AK-CESCL.
Superintendent	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4
SWPPP Manager	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4

Personnel Title	Required Qualifications
Active Treatment System Operator	Current AK-CESCL or substitute training from CGP Appendix C Qualified Person Table 4. ATS operator should possess a recognized certification, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to meet the ATS requirement.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

1. eNOI and eNOT. The eNOI, eNOT, and eNOI Modifications must be signed and certified by a responsible corporate officer according to CGP Appendix A, Part 1.12. Signature and certification authority for the eNOI and eNOT cannot be delegated.
2. Delegation of Signature Authority for Other SWPPP Documents and Reports. Use Form 25D-108 to delegate signature authority and certification authority to the Superintendent position, according to CGP Appendix A, Part 1.12.3, for the SWPPP, inspection reports and other reports required by the CGP. The Superintendent position is responsible for signing and certifying the SWPPP, inspection reports, and other reports required by the CGP, except the eNOI, eNOI Modifications, and eNOT.

The Engineer will provide the Department's delegation on Form 25D-107, which the Contractor must include in the SWPPP.

3. Subcontractor Certification. Subcontractors must certify on Form 25D-105, that they have read and will abide by the CGP and the conditions of the project SWPPP.
4. Signatures and Initials. Where documents are completed in SWPPPTrack, utilize SWPPPTrack to sign and initial documents. When documents are not completed in SWPPPTrack (e.g. Form 25D-111 SWPPP Certification for Contractor), upload scanned copies after signing and initialing the documents into SWPPPTrack.

641-1.06 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE.

1. The Department and the Contractor are jointly responsible for permitting and permit compliance within the Project Zone.
2. The Contractor is responsible for permitting and permit compliance for all construction support activity in the Project Zone and outside the Project Zone. The Contractor has sole responsibility for compliance with DEC, COE and other applicable federal, state, and local requirements, and for securing all necessary clearances, rights, and permits. The Contractor shall be responsible for protection, care, and upkeep of all work, and all associated off-site zones. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.
3. The Contractor is responsible for obtaining an Excavation Dewatering Permit (AKG002000) if construction activities are within 1,500 feet of a DEC-identified contaminated site or groundwater plume.
4. An entity that owns or operates, a commercial plant (as defined in Subsection 108-1.01.4) or material source or disposal site outside the Project Zone, is responsible for permitting and permit compliance. The Contractor has sole responsibility to verify that the entity has appropriate permit coverage. Subsection 107-1.02 describes the requirement to obtain permits, and to provide permit documents to the Engineer.

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5. The Department is not responsible for permitting or permit compliance, and is not liable for fines resulting from noncompliance with permit conditions:
 - a. For areas outside the Project Zone;
 - b. For Construction Activity and Support Activities outside the Project Zone; and
 - c. For commercial plants, commercial material sources, and commercial disposal sites.

641-1.07 UTILITY. (Reserved for Regions)

641-1.08 USE OF SWPPPTRACK. The Contractor is responsible for purchasing and contracting with Storm Water Simplified Ltd. for the use of the SWPPPTrack software application and services until final stabilization is achieved and the eNOT has been completed. Contact SWPPPTrack Alaska Support at (888) 401-1993 or AKSupport@SWPPPTrack.com for project fees, setup coordination, device requirements, and training.

Perform and document all inspections required by the CGP and the SWPPP with SWPPPTrack and populate all inspection fields accurately to represent current project conditions. Complete the following forms using SWPPPTrack:

1. SWPPP Construction Site Inspection Report (25D-100)
2. SWPPP Grading & Stabilization Activities Log (25D-110)
3. SWPPP Corrective Action Log (25D-112)
4. SWPPP Amendment Log (25D-114)
5. SWPPP Daily Record of Rainfall (25D-115)
6. SWPPP Training Log (25D-125)
7. SWPPP Project Staff Tracking (25D-127)

641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

1. SWPPP Preparer and Pre-Construction Site Visit.

Use a SWPPP Preparer to develop the SWPPP in accordance with the CGP, DEC and Department SWPPP templates. See Subsection 641-1.02.01 for guidance and templates. The SWPPP Preparer must conduct a pre-construction inspection at the Project Site before Construction Activity begins. If the SWPPP Preparer is not a Contractor employee, the SWPPP Preparer must visit the site accompanied by the Contractor. Give the Department at least seven days advance notice of the site visit, so that the Department may participate.

Document the SWPPP Preparer's pre-construction inspection in the SWPPP on Form 25D-106, SWPPP Pre-Construction Site Visit, including the names of attendees and the date.

2. Developing the SWPPP.

Use the Department's ESCP, Environmental commitments, and other Contract documents as a starting point for developing the SWPPP.

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Develop the SWPPP with sections and appendices, according to the DEC CGP SWPPP template and DOT&PF SWPPP template. Include information required by the Contract and described in the CGP Part 5.0. Use SWPPP forms found at the DOT&PF Construction Forms website.

Compile the SWPPP in three ring binders with tabbed and labeled dividers for each appendix. One electronic copy of the SWPPP must be submitted as a single PDF file.

3. SWPPP Considerations and Contents.

- a. The SWPPP must provide erosion and sediment control measures for all Construction Activity within the Project Zone. Construction Activity outside the Project Zone must have permit coverage and document permit compliance according to a SWPPP2.
- b. The SWPPP must consider the activities of the Contractor and all subcontractors and utility companies performing work in the Project Zone. The SWPPP must describe the roles and responsibilities of the Contractor, subcontractors, utility companies, and the Department with regard to implementation of the SWPPP. The SWPPP must identify all operators for the project, including utility companies performing Construction Activity, and identify the areas:
 - (1) Over which each operator has operational control, and;
 - (2) Where the Department and Contractor are co-operators.
- c. For work outside the Project Zone the SWPPP must identify the entity that has stormwater permit coverage, the operator, and the areas that are:
 - (1) Dedicated to the project and where the Department is not an operator; and
 - (2) Not dedicated to the project, but used for the project.
- d. The SWPPP must meet all CGP requirements. Utilize the DEC CGP SWPPP Template in conjunction with the DOT&PF SWPPP Template to develop the SWPPP.
- e. Comply with the CGP Part 1.4.3 Authorized Non-Storm Water Discharges.
- f. If the project discharges to a Tier III, Outstanding Natural Resource Water, comply with CGP Part 2.1.6. Submittal deadlines apply prior to filing an eNOI and beginning construction activities. As noted, none have been designated in the state of Alaska as of the issuance of the 2021 CGP.
- g. There are special requirements in the CGP Part 3.2, for stormwater discharges into an impaired water body, and they may include monitoring of stormwater discharges. The Contractor is responsible for monitoring and reporting outside the Project Zone.
- h. Describe the sequence and timing of activities that disturb soils and BMP implementation and removal. Phase earth disturbing activities to minimize unstabilized areas, and to achieve temporary or final stabilization. Whenever practicable incorporate final stabilization work into excavation, embankment and grading activities. Include drawings showing each phase of the project with the BMPs implemented in the phase.
- i. Delineate the site according to CGP Part 4.2.1.
- j. Minimize the amount of soil exposed and preserve natural topsoil on site, unless infeasible according to the CGP Part 4.2.2.
- k. Describe methods and time limits, to initiate temporary or final soil stabilization. Comply with stabilization requirements in the CGP Part 4.5.

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- l. If construction will cease during winter months, describe all requirements for winter shutdown according to the CGP Part 4.12.
- m. Plans for ATS must meet with the requirements in the CGP Part 2.1.5 and 4.6.
- n. Design all temporary BMPs to accommodate a two year 24-hour storm event. All installed control measures must be described and documented in the SWPPP, according to the CGP Part 5.3.6. All installed BMPs must include a citation from a published BMP Manual, publication, or manufacturers specification used as a source, or include a statement "No BMP Manual was used for this design." If using out of state BMPs follow the instructions in the SWPPP Guide, found at the DOT&PF Stormwater webpage.
- o. Provide a legible site map or set of maps in the SWPPP, showing the entire site and identifying boundaries of the property where construction and earth-disturbing activities will occur. Include all the elements described in the CGP Part 5.3.5, and DEC CGP SWPPP Template Section 5.0.
- p. Identify the inspection frequency in the SWPPP according to the CGP Part 6.1.
- q. Linear Project Inspections, described in CGP Part 6.5, are not applicable to this contract.
- r. The SWPPP must cite and incorporate applicable requirements of the project permits, environmental commitments, COE permit, and commitments related to historic preservation. Make additional consultations or obtain permits as necessary for Contractor specific activities that were not included in the Department's permitting and consultation.
- s. The SWPPP is a dynamic document. Keep the SWPPP current by noting installation, modification, and removal of BMPs, and by using amendments, SWPPP amendment logs, inspection reports, corrective action logs, records of land disturbance and stabilization, and any other records necessary to document stormwater pollution prevention activities and to satisfy the requirements of the CGP and this specification. See Subsection 641-3.03 for more information.

4. Recording Personnel and Contact Information in the SWPPP.

Identify the SWPPP Manager as the Storm Water Lead and Stormwater Inspector positions in the SWPPP. Document the SWPPP Manager's responsibilities in Section 2.0 Stormwater Contacts, of the SWPPP template and:

- a. Identify that the SWPPP Manager does not have authority to sign inspection reports (unless the SWPPP Manager is also the designated project Superintendent).
- b. Identify that the SWPPP Manager cannot prepare the SWPPP unless the SWPPP Manager meets the Contract requirements for the SWPPP Preparer.

Include in the SWPPP proof of AK-CESCL or equivalent certifications for the Superintendent and SWPPP Manager, and for any acting Superintendent and acting SWPPP Managers. If the Superintendent or SWPPP Manager is replaced permanently or temporarily, by an acting Superintendent or acting SWPPP Manager; record in the SWPPP (use Form 25D-127) the names of the replacement personnel and date of replacement. For temporary personnel, record their beginning and ending dates.

Provide 24-hour contact information for the Superintendent and SWPPP Manager. The Superintendent and SWPPP Manager must have 24-hour contact information for all Subcontractor SWPPP Coordinators and Utility SWPPP Coordinators.

Include in the SWPPP proof of AK-CESCL or equivalent certifications of ATS operators. Record names of ATS operators and their beginning and ending dates, on Form 25D-127.

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The Department will provide proof of AK-CESCL, or equivalent certifications for the Department's Project Engineer, Stormwater Inspectors, and Monitoring Person (if applicable), and names and dates they are acting in that position. Include the Department's staff certifications in Appendix E. Include Department's staff names, dates acting, and assignments in Section 2.0 of the SWPPP and Form 25D-127.

641-2.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS.

Prepare the HMCP using the Department template for the prevention of pollution from storage, use, containment, cleanup, and disposal of all hazardous material, including petroleum products related to construction activities and equipment. Include the HMCP as an appendix to the SWPPP. Compile Material Safety Data Sheets in one location and reference that location in the HMCP.

641-2.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC Plan) REQUIREMENTS.

Prepare and implement an SPCC Plan when required by 40 CFR 112 when both of the following conditions are present on the project:

1. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and
2. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons).

Reference the SPCC Plan in the HMCP and SWPPP.

641-2.04 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT AND SWPPP MANAGER.

The Superintendent shall certify the SWPPP, inspection reports, and other reports required by the CGP, except the eNOI and eNOT. The Superintendent may not delegate the task or responsibility of signing and certifying these documents.

The Superintendent may assign certain duties to the SWPPP Manager.

1. Ensuring Contractor's and subcontractor's compliance with the SWPPP and CGP;
2. Ensuring the control of erosion, sedimentation, or discharge of pollutants;
3. Directing and overseeing installation, maintenance, and removal of BMPs;
4. Performing inspections; and
5. Updating the SWPPP including adding amendments and forms.

When Bid Item 641.0007.____ is part of the Contract, the SWPPP Manager must be a different person than the Superintendent and must be available at all times to administer SWPPP requirements, and be physically present within the Project Zone or the project office, when construction activities are occurring.

The Superintendent and SWPPP Manager shall be knowledgeable in the requirements of Section 641, the SWPPP, CGP, BMPs, HMCP, SPCC Plan, environmental permits, environmental commitments.

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The Superintendent and SWPPP Manager shall have the Contractor's complete authority and be responsible for suspending construction activities that do not conform to the SWPPP or CGP.

641-2.05 MATERIALS.

Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments according to the requirements of the CGP and the Specifications.

Use the seed mixture specified in the contract or as directed by the Engineer.

Use soil stabilization material as specified in Section 727.

Use silt fences as specified in Section 729.

Use straw and straw products certified weed free of prohibited and restricted noxious weed seed and quarantined pests, according to Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34). When straw or straw products certified according to 11 AAC 34 are not available, use non-certified products manufactured within Alaska before certified products manufactured in another state, country, or territory. Non-certified straw or straw products manufactured in another state, country, or territory shall not be used. Grass, legumes, or any other herbaceous plants produced as hay, shall not be substituted for straw or straw products.

641-3.01 CONSTRUCTION REQUIREMENTS.

Comply with the SWPPP and the requirements of the CGP Part 5.0.

1. Before Construction

The following actions must be completed before Construction Activity begins:

- a. The SWPPP Preparer must visit the project, the visit must be documented in the SWPPP using Form 25D-106, and the SWPPP must be developed or amended with findings from the visit.
- b. The SWPPP must be approved by the Engineer on Form 25D-109.
- c. The Contractor must be authorized to begin work by the Engineer.
- d. The Project must have an eNOI for the Department and for the Contractor.
- e. The Department approved SWPPP must be submitted to DEC and Local Government per CGP Part 2.1.2, Part 2.1.4, and Part 2.4.1.
- f. The Contractor has transmitted to the Engineer an electronic copy of the approved SWPPP.
- g. The Delegation of Authority forms 25D-108 and 25D-107 for both the Contractor and Engineer are signed.
- h. Main entrance signage must meet requirements of CGP Part 5.10.2.

Post notices on the outside wall of the Contractor's project office, and near the main entrances of the construction project. Protect postings from the weather. Locate postings so the public can safely read them without obstructing construction activities or the traveling public (for example, at an existing pullout). Do not use retroreflective signs for the SWPPP posting. Do not locate SWPPP signs in locations where the signs may be confused with traffic control signs or devices. Update the notices if the listed information changes.

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- i. Track precipitation according to CGP Part 7.3.9. Submit the method to track precipitation to the Engineer for approval.
 - j. Complete all setup and training required to implement SWPPPTrack.
 - k. Complete the upload of the BMP inventory into SWPPPTrack.
2. During Construction.
- a. Delineate the site according to the CGP Part 4.2.1.
 - b. Install required BMPs according to the SWPPP prior to the initiation of ground disturbance.
 - c. Document subcontractors. Provide a copy of the SWPPP and the CGP to all subcontractors and utility companies before they begin soil disturbing activities, and verify they understand and comply with SWPPP and CGP and:
 - (1) Document all subcontractors and utility companies that may work on the site, according to the CGP Part 5.3.1, and SWPPP Section 1.2.
 - (2) Require subcontractors and utility companies to sign the SWPPP Subcontractor Certification (Form 25D-105). Include in the signed Form in the SWPPP Appendix E.
 - (3) Inform subcontractors and utility companies in a timely manner of SWPPP amendments that affect them. Coordinate with subcontractors and utility companies to protect BMPs, including temporary and final stabilization from damage.
 - (4) Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the SWPPP and the CGP.
 - d. Provide ongoing training to all employees, subcontractors and utility companies, in according to the CGP Part 4.14. Training must:
 - (1) Be given no less than once a month during construction activity;
 - (2) Be documented in the SWPPP Training Log using Form 25D-125. Include the training record in the SWPPP Appendix I.
 - e. Protection and Restoration. Comply with Subsection 107-1.11.
 - f. Good housekeeping measures to comply with the SWPPP and CGP 4.8.
 - g. Control measures. Comply with the SWPPP and CGP Part 5.3.6 including:
 - (1) Maintain BMPs.
 - (2) Comply with requirements of the HMCP and SPCC Plan, if applicable and all local, state and federal regulations that pertain to the handling, storage, containment, cleanup, and disposal of petroleum products or other hazardous materials.
 - (3) Keep the SWPPP and HMCP current (refer to Subsection 641-2.01.3, SWPPP Considerations and Contents).

3. Winter Construction

If winter construction activity occurs, the project must have appropriate BMPs in place CGP Part 4.12.2. Inspections can be reduced to once per month if the project meets the requirements in the CGP Part 6.2.4.

4. Storm Water Discharge Pollutant Reporting Requirements.

If an incident of non-compliance occurs that may endanger health or the environment a report must be made, CGP, Appendix A, Part 3.4.

A permit non-compliance is considered any type of pollutant, such as turbidity or petroleum that enters storm water runoff and flows into a receiving water body, MS4, or wetland that is connected to waters of the U.S.

- a. Immediately report the incident to the Engineer verbally;
- b. Report to DEC verbally within 24 hours after the permittee becomes aware of the incident, and;
- c. Report to DEC in writing within five days after the permittee becomes aware of the circumstances. To report in writing, complete the written noncompliance report on Form 25D-143, and file the written report with DEC. Coordinate the report with the Engineer. Include in the report:
 - (1) A description of the noncompliance and its causes;
 - (2) The exact dates and times of noncompliance;
 - (3) If not yet corrected the anticipated time the project will be brought back into compliance, and;
 - (4) The corrective action taken or planned to reduce, eliminate and prevent reoccurrence.
- d. Notify the Engineer immediately if there is incident of noncompliance with COE Permits. The Engineer will notify the COE.

5. Hazardous Materials Reporting Requirements.

Any release of a hazardous substance must be reported immediately to the Engineer as soon as the person has knowledge of the discharge.

Report spills of petroleum products or other hazardous materials to the Engineer and other agencies as required by law, and according to CGP Part 9.3.

- a. To water; any amount released must be reported immediately to the Engineer, DEC, and the Coast Guard.
- b. To land:
 - (1) Any release of a petroleum product in excess of 55 gallons must be reported as soon as the person has knowledge of the discharge CGP Part 9.3.2.
 - (2) Any release of a petroleum product in excess of 10 gallons but less than 55 gallons must be reported to the Engineer and must be reported to DEC within 48 hours after the person has knowledge of the discharge CGP Part 9.3.2.
 - (3) Any release of a petroleum product in excess of 1 gallon to 10 gallons must be recorded and logged and provided to DEC on a monthly basis.

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- c. Use the HMCP and SPCC Plan (if available) for contact information to report spills to regulatory agencies.
- d. Implement measures to prevent the reoccurrence of and to respond to such releases.
- e. Prior to disposal of contaminated material, submit a Contaminated Media Transport and Treatment Disposal Approval Form to DEC Spill Prevention and Response. Dispose as approved by DEC.

6. Corrective Action and Maintenance of BMPs.

Implement maintenance as required by the CGP Part 4.13 and Part 8.0, SWPPP, and manufacturer's specifications, whichever is more restrictive.

- a. Implement corrective action to comply with the CGP Part 8.0 and the SWPPP.
- b. Corrective action deadlines and documentation:
 - (1) Corrective actions must be completed according to CGP Part 8.2.
 - (2) Document corrective actions in the Corrective Action Log (25D-112) according to the SWPPP, CGP Part 8.3 and Part 5.9.2.

If a different BMP is installed to correct the condition leading to the corrective action a SWPPP Amendment must be completed.
 - (3) If a corrective action is not completed according to the CGP 8.2, document the conditions in the Corrective Action Log, notify the Engineer, and implement the corrective action as soon as possible.

The Engineer may assign a new complete-by date using a Delayed Action Item Report, Form 25D-113 (DAIR Form), if the Contractor is unable to complete the corrective action within the required timeframe. The DAIR Form can only be authorized and completed by the Engineer.

7. Stabilization.

- a. All Soil Stabilization requirements must be met in accordance with CGP Part 4.5 and the SWPPP.
- b. When temporary or permanent seeding is required, provide a working hydro seeding equipment located within 100 miles of the project by road; with 1,000 gallon or more tank capacity, paddle agitation of tank, and the capability to reach the seed areas with an uniform mixture of water, seed, mulch and tackifier. If the project is located in an isolated community, the hydro-seeder must be located at the project.
- c. Apply temporary seed and stabilization measures after preparing the surface to reduce erosion potential and to facilitate germination and growth of vegetative cover according to Section 618.
- d. Apply permanent seed and stabilization measures after land-disturbing activity has permanently ceased. Comply with the CGP, SWPPP, and the contract Sections 618, 724, and 727.
- e. Incorporate final or temporary stabilization immediately after installing culverts or drainage structures to satisfy CGP Part 4.5, the SWPPP and the Engineer. Stabilize under any bridges, and in areas upstream and downstream of culverts, drainages and areas disturbed by related construction activities after installation, or before deactivating stream bypass or diversion.

f. Stabilization before Fall Freeze up and Spring Thaw.

Stabilize Construction Activities within the Project Zone with appropriate BMPs prior to the anticipated date of fall freeze up, in accordance with the SWPPP and CGP, Part 4.12.

Exceptions to stabilization prior to anticipated date of fall freeze up include:

- (1) Where temporary stabilization activities are precluded by snow cover or frozen ground conditions prior to the anticipated date of fall freeze up, stabilization measures must be initiated as soon as practicable following the actual spring thaw.
- (2) When winter construction activity is authorized by the Engineer and conducted according to the contract.

8. Ending CGP Coverage.

a. The Engineer will determine the date that all the following conditions for ending CGP coverage have been met within the Project Zone:

- (1) Land disturbing activities have ceased;
- (2) Final Stabilization has been achieved on all portions of the Project Zone, according to the CGP 4.5.2 (including at Department furnished material sources, disposal sites, staging areas, equipment areas, etc.), and;
- (3) Temporary BMPs have been removed.

b. After the Engineer has determined the conditions have been met for submitting an NOT in accordance to CGP Part 10.2, the Department will:

- (1) Send written notice to the Contractor with the date that the conditions were met;
- (2) Submit an eNOT to DEC within 30 days, and;
- (3) Provide a copy of the eNOT and DEC's acknowledgement letter to the Contractor.

c. If the Contractor's CGP eNOI acreage includes Support Activities and any other areas where the Department is not an Operator, the Contractor may not be able to file an eNOT at the same time as the Department.

d. The Contractor must submit a copy of each signed eNOT and DEC's acknowledgement letter to the Department within three days of filing the eNOT or receiving a written response. Insert the eNOT and DEC acknowledgement letter in SWPPP Appendix Q.

e. The Contractor is responsible for coordinating local government inspections of work and ending permit coverage with local government. See Subsection 641-1.03.6 for more information.

9. Ending BMP Maintenance in the Project Zone.

The Contractor is responsible for continuing inspections, BMP maintenance and SWPPP updates until permit coverage is ended.

10. Transmit final SWPPP.

Transmit one electronic copy of the final SWPPP, including all SWPPP documents, to the Engineer, when the Contractor's eNOT is filed, or within 30 days of the Department's eNOT being filed, whichever is sooner. Collate all documents into a single electronic file before transmittal.

641-3.02 SWPPP DOCUMENTS, LOCATION ON-SITE, AVAILABILITY, AND RECORD RETENTION.

The SWPPP and related documents maintained by the Contractor are the record for demonstrating compliance with the CGP. Copies of SWPPP documents transmitted to the Engineer under the requirements of this specification are informational and do not relieve the Contractor's responsibility to maintain complete records as required by the CGP and this specification.

Keep the SWPPP, HMCP and SPCC Plan if applicable at the on-site project office. If there is not an on-site project office, keep the documents at a locally available location that meets CGP requirements and is approved by the Engineer. Records may be moved to another office for record retention after the eNOTs are filed. Records may be moved to another office during winter shutdown. Update on-site postings if records are relocated during winter shutdown. Provide the Department with copies of all records.

Retain records and a copy of the SWPPP, for at least three years after the date of eNOT according to the CGP Part 9.4.

The SWPPP and related documents must be made available for review and copy, to the Department and other regulatory agencies that request them. See CGP Parts 5.10, 6.6 and 9.5.

641-3.03 SWPPP INSPECTIONS, AMENDMENTS, REPORTS, AND LOGS.

Perform inspections, prepare Inspection Reports, and prepare SWPPP Amendments in compliance with the SWPPP and the CGP using Department forms found at the DOT&PF Construction Forms website.

1. Inspection during Construction.

Conduct Inspections according to the schedule and requirements of the SWPPP and CGP Part 6.0. When the project is on a 14 calendar day inspection frequency, conduct Post-Storm Event Inspections within 24 hours of the end of a storm event, as required, in addition to the 14 day predetermined inspection cycle.

Inspections required by the CGP and SWPPP must be performed by the Contractor's SWPPP Manager and the Department's Stormwater Inspector jointly, unless approved by the Engineer, when:

- a. One of the inspectors is not on site, access is only by air, and weather delayed or canceled flights;
- b. One of the inspectors is sick;
- c. The project is on a reduced frequency inspection schedule with no staff on site, the only access to the site is by air, and it is economical to send only one inspector, or;
- d. When the Engineer determines a safety concern that makes joint inspection impracticable.

When this is the case, the Operator who conducts the inspection must provide a copy of the Inspection Report to the other Operator within three days of the inspection date and document the date of the report transmittal in SWPPP Appendix K.

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2. Inspection Reports.

Use only the Department SWPPP Construction Site Inspection Report, Form 25D-100, to record inspections. Changes or revisions to Form 25D-100 are not permitted, except for adding or deleting data fields that list Location of Discharge Points and Site Specific BMPs. Complete all fields in the Inspection Report; do not leave any fields blank.

Refer to the DOT&PF Construction Forms webpage for instruction to complete Form 25D-100.

The Superintendent or SWPPP Manager must review and correct all errors within three days of the date of inspection.

Inspection Reports must be signed by the person described in the CGP Appendix A, Part 1.12 or by a duly authorized representative of that person. Only the Superintendent can certify the Inspection Form.

Insert a Complete-by-Date for each corrective action listed that complies CGP Part 8.2.

Provide a copy of the completed, unsigned Inspection Report to the Engineer by the end of the next business day following the inspection.

The Engineer may coordinate with the Superintendent to review and correct any errors or omissions before the Superintendent signs the report. Corrections are limited to adding missing information or correcting entries to match field notes and conditions present at the time the inspection was performed. The signed and certified Inspection Report must be provided to the Engineer on the same day the Superintendent signed the form.

The Engineer will sign and certify the Inspection Report and will return the original to the Contractor within three working days if compliant with the CGP and SWPPP.

If the Inspection Report is not compliant with the CGP or SWPPP the Engineer may make corrections after the Superintendent has signed and certified the Inspection Report. The Engineer will initial and date each correction. If the Engineer makes corrections, the Superintendent must recertify the Inspection Report by entering a new signature and date in the white space below the original signature and date lines. Send a copy of the recertified Inspection Report to the Engineer on the day it is recertified.

When a correction is required to an Inspection Report that was already certified by both the Superintendent and Engineer, follow directions given below:

If subsequent corrections are required for a certified Inspection Report 25D-100, document the corrections in an addendum memo that addresses only the omitted or erroneous portions of the original Inspection Report. The Superintendent and the Engineer must both sign and certify the updated Inspection Report and addendum memo. File the corresponding Inspection Report and memo in the SWPPP Appendix K and update the amendment log. The issuance of an addendum memo does not relieve the Contractor of liquidated damages that may have been incurred as a result of the error on the original certified inspection report.

3. Items and Areas to Inspect.

Conduct inspections of all areas required by the CGP Part 6.4 and SWPPP.

4. Reduced Inspection Frequencies.

Conduct inspections according to the inspection schedule indicated in the approved SWPPP. Any change in inspection frequency must be approved by the Engineer, and beginning and ending dates documented as an amendment to the SWPPP.

If the Engineer approves and the entire site is stabilized, the frequency of inspections may be reduced in accordance to the CGP Part 6.2.1. At actively staffed sites, inspect within two business days of the end of a storm event that results in a discharge from the site.

5. Winter Shutdown Inspection.

Conduct winter shutdown inspection 14 calendar days after the anticipated fall freeze up date and conditions under the CGP Parts 4.12, 6.2.3, and the SWPPP are met. The Engineer may approve suspension of inspections and waive requirements for updating the Grading and Stabilization Activities Log and Daily Record of Rainfall Form during Winter Shutdown.

Inspections must resume on a regular frequency or reduced inspection frequency identified in the SWPPP, at least 21 days before anticipated spring thaw CGP Part 6.2.3. Resume updating the Daily Record of Rainfall Form at the start of the 21-day spring thaw inspection.

6. Inspection before Project Completion.

Conduct inspection to ensure Final Stabilization is complete throughout the Project, and temporary BMPs that are required to be removed are removed. Temporary BMPs that are biodegradable and are specifically designed and installed with the intent of remaining in place until they degrade, may remain in place after project completion if approved by the Project Engineer.

7. SWPPP Amendments and SWPPP Amendment Log.

The SWPPP Amendment Log Form 25D-114 must be filled out by an individual who holds a current AK-CESCL, or equivalent certification. The Superintendent or the SWPPP Manager must sign and date amendments to the SWPPP and updates to the SWPPP Amendment Log.

SWPPP Amendments must be approved by the Engineer.

Amendments must occur:

- a. Whenever there is a change in design, construction operation, or maintenance at the construction site that has or could cause erosion, sedimentation or the discharge of pollutants that has not been previously addressed in the SWPPP;
- b. If an inspection identifies that any portion of the SWPPP is ineffective in preventing erosion, sedimentation, or the discharge of pollutants;
- c. Whenever an inspection identifies a problem that requires additional or modified BMPs or a BMP not shown in the original SWPPP is added;
- d. If the inspection frequency is modified (note beginning and ending dates);
- e. When there is a change in personnel who are named in the SWPPP, according to Subsection 641-2.01;
- f. When an inspection is not conducted jointly;
- g. When a NOI modification is filed;

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h. When a Noncompliance Report is filed with DEC.

Place all correspondence with DEC, EPA or MS4s in Appendix Q.

Amend the SWPPP as soon as practicable after any change or modification, but in no case later than seven days following identification of the need for an amendment. All SWPPP Amendments must have an amendment number, be dated, and signed.

Keep the SWPPP Amendment Log current. Prior to a scheduled inspection or submittal of an inspection, submit to the Engineer a copy of the pages of the Amendment Log that contain new entries since the last submittal. Include copies of any documents amending the SWPPP.

Keep the SWPPP Amendment Log in Appendix M.

8. Site Maps.

Maintain site maps in accordance with CGP Part 5.3.5 and the SWPPP template 5.0. It is acceptable to have separate site maps for BMPs and grading and stabilization activities.

9. Corrective Action Log.

The Superintendent and SWPPP Manager are the only persons authorized to make entries on the SWPPP Corrective Action Log, Form 25D-112.

The Corrective Action Log must document corrective actions required by the conditions listed in the CGP Part 8.0. Document the need for corrective action within 24 hours of either:

- a. Identification during an inspection, or;
- b. Discovery by the Department's or Contractor's staff, a subcontractor, or a regulatory agency inspector;
- c. If a corrective action is discovered outside of an inspection, update the log with the date of discovery, the proposed corrective action, and the date the corrective action was completed.

Keep the Corrective Action Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection.

Keep the Corrective Action Log in Appendix J of the SWPPP.

10. Grading and Stabilization Activities Log.

The Superintendent and SWPPP Manager are the only persons authorized to date and initial entries on the SWPPP Grading and Stabilization Activities Log, Form 25D-110. Use the SWPPP Grading and Stabilization Activities Log, to record land disturbance and stabilization activities.

Keep the Grading and Stabilization Activities Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection. Keep the Grading and Stabilization Activities Log organized and completed to demonstrate compliance with the CGP Part 4.5.

Keep the Grading and Stabilization Activities Log in Appendix G of the SWPPP.

11. Daily Record of Rainfall.

Use SWPPP Daily Record of Rainfall, Form 25D-115 to comply with CGP Part 7.3.9. Submit a copy to the Engineer with each completed Inspection Report. Keep the Daily Record of Rainfall current in Appendix N of the SWPPP.

For projects on a 14-day inspection frequency or reduced inspection frequency, SWPPPTrack will generate a precipitation alert for storm events that produce more than 0.5 inch of rainfall in 24 hours. If a storm event does not produce a discharge from the project zone, submit an explanation in response to the SWPPPTrack precipitation alert.

12. Staff Tracking Log.

Use the SWPPP Project Staff Tracking Form 25D-127, to identify project staff that are required to be AK-CESCL certified or hold an equivalent qualification CGP Appendix C. Complete this form to document the following positions; Superintendent, SWPPP Manager, Engineer, DOT&PF Stormwater Inspector, and when positions have changed in personnel, either permanent or temporary. Update the SWPPP Project Staff Tracking Form within 24-hours of any changes in personnel, qualifications, or other staffing items related to administration of the CGP or Section 641.

641-3.04 FAILURE TO PERFORM WORK.

The Engineer has authority to suspend work and withhold monies according to Subsections 105-1.01 and 108-1.06 for the reasons listed under Subsection 108-1.06 and for an incident of noncompliance with the CGP or SWPPP that may endanger health or the environment or for failure to perform work related to Section 641.

1. An incident of noncompliance includes, but is not limited to, the Contractor's failure to:
 - a. Obtain appropriate permits before Construction Activities occur;
 - b. Perform SWPPP administration;
 - c. Perform timely inspections;
 - d. Update the SWPPP;
 - e. Transmit updated SWPPP, Inspection Reports, and other updated SWPPP forms to the Engineer;
 - f. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP, the CGP, and applicable local, state, and federal requirements;
 - g. Perform duties according to the requirements of Section 641;
 - h. Meet requirements of the CGP, SWPPP, or other permits, laws, and regulations related to erosion, sediment, or pollution control, or;
 - i. Any other requirements established or included in the contract.
2. No additional Contract time or additional compensation will be allowed due to delays caused by the Engineer's suspension of work.

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641-3.05 ACCESS TO WORK.

The Project, including any related off-site areas or support activities, must be made available for inspection, or sampling and monitoring, by the Department and other regulatory agencies. See CGP Part 6.6.

641-4.01 METHOD OF MEASUREMENT. See Section 109 and as follows:

Items 641.0001.____, 641.0003.____ and 641.0007.____, are lump sum.

Items 641.0002.____, 641.0004.____ and 641.0005.____, measured on a contingent sum basis as specified by the Directive authorizing the work.

Item 641.0006.____ measured on a contingent sum basis with withholding determined by the Department.

TABLE 641-1 BMP VALUES – RESERVED

Liquidated Damages assessed according to Table 641-2 are not an adjustment to the Contract amount. These damages charges are related to Contract performance but are billed by the Department to the Contractor, independent of the Contract amount. An amount equal to the Liquidated Damages may be withheld for unsatisfactory performance, from payment due under the Contract, until the Contractor remits payment for billed Liquidated Damages.

**TABLE 641-2 - VERSION C
EROSION, SEDIMENT AND POLLUTION CONTROL – LIQUIDATED DAMAGES**

Code	Specification Section Number and Description	Deductible Amount in Dollars	Cumulative Deductible Amounts in Dollars
A	641-1.05 Failure to have a qualified (AK-CESCL or equivalent) SWPPP Manager	Calculated in Code B or F	
B	Failure to meet SWPPP requirements of: (1) 641-2.01.1 Name of SWPPP Preparer (2) Not Applicable (3) 641-3.03.8 Sign and Date SWPPP amendments by qualified person (4) 641-3.02 Records maintained at project and made available for review	\$750 per omission	
C	Not Applicable		
D	641-3.03.5 Failure to stabilize a Project prior to fall freeze up.	\$5,000 per Project per year	
E	641-2.01.1 Failure to conduct pre-construction inspections before Construction Activities on all projects greater than 1 acre.	\$2,000 per Project	
F*	641-3.03. Failure to conduct and record CGP Inspections 641-3.03.1 Personnel conducting Inspections and Frequency 641-3.03.2 Inspection Reports, use Form 25D-100, completed with all required information	\$750 per Inspection	Additional \$750 for every additional 7 day period without completing the required inspection.

Code	Specification Section Number and Description	Deductible Amount in Dollars	Cumulative Deductible Amounts in Dollars
G	641-3.01.4 Corrective action, failure to timely accomplish BMP maintenance and/or repairs. In effect until BMP maintenance and/or repairs is completed.	\$500 per Project per day	
H	641-3.01.3 Failure to provide to the Engineer and DEC a timely oral noncompliance report of violations or for a deficient oral noncompliance report	\$750 for the first day the report is late or deficient	Additional \$750 for every 14 day period with- out the required information
I	641-3.01.3 Failure to provide to the Engineer and DEC a timely written noncompliance report, use Form 25D-143, of violations or for a deficient written noncompliance report	\$750 for the first day the report is late or deficient	Additional \$750 for every 14 day period without the required information
J	641-3.04 Failure to comply with the requirements of the CGP, approved SWPPP, and Section 641, except as listed above	\$750 per occurrence for the first day of noncompliance	Additional \$750 for every day the deficiency remains uncorrected

Code F* Liquidated Damages according to Code F will not be billed for typographic errors and minor data entry errors, except the liquidated damages will be assessed for these errors when:

- a. the Contractor has previously been notified and subsequent inspection reports repeat the same or similar error,
- b. multiple inspection reports are submitted after the submission due date and the same or similar errors are repeated on multiple overdue reports,
- c. an error in recording the inspector's AK-CESCL certification date results in an inspector performing the inspection during a period when their certification was lapsed or was otherwise invalid.

641-5.01 BASIS OF PAYMENT.

See Subsection 641-3.04 Failure to Perform Work, for additional work and payment requirements.

Item 641.0001. Erosion, Sediment and Pollution Control Administration. At the Contract lump sum price for administration of all work under this Section. Includes, but is not limited to, SWPPP and HMCP and SPCC Plan preparation, agency fees for SWPPP reviews, SWPPP amendments, pre-construction inspections, inspections, monitoring, reporting, and recordkeeping or copying records related to the SWPPP and required by the CGP, and record retention.

Item 641.0002. Temporary Erosion, Sediment and Pollution Control. At the contingent sum prices specified for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of approved temporary erosion, sedimentation, and pollution control BMPs required to implement the SWPPP and SPCC Plan.

Item 641.0003. Temporary Erosion, Sediment and Pollution Control. At the Contract lump sum price for all labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs identified in the SWPPP and SPCC Plan.

Item 641.0004. Temporary Erosion Sediment and Pollution Control Additives. At the contingent sum prices specified in the Directive to authorize the work, for all labor, supervision, materials, equipment, and incidentals for extra, additional, or unanticipated work, to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs not covered by Item 641.0003. . All additional Erosion, Sediment, and Pollution Control Administration necessary due to this item will not be paid for separately but will be subsidiary to other bid items.

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Item 641.0005. Temporary Erosion Sediment and Pollution Control by Directive. At the contingent sum prices specified in the Directive using time and materials to authorize the work, for all labor, supervision, materials, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMPs. Prices for this item will be by time and materials according to Subsection 109-1.05, or by mutual agreement between the Engineer and Contractor. All additional Erosion, Sediment, and Pollution Control Administration necessary due to this item will not be paid for separately but will be subsidiary to other bid items.

Item 641.00006. Withholding. The Engineer may withhold an amount equal to Liquidated Damages, assessed according to Section 641, from payment due the Contractor. Liquidated Damages for violations of the Contract, CWA, CGP, are determined by the Engineer according to Table 641-2. The Engineer may withhold payment due the Contractors until the Contractor pays the Liquidated Damages to the Department.

The Department will not release performance bonds until Liquidated Damages assessed according to Section 641 are paid to the Department, and all requirements according to Subsection 103-1.05 are satisfied.

Item 641.0007. SWPPP Manager. At the Contract lump sum price for a SWPPP Manager that conforms to this specification. When Item 641.0007. appears in the Bid Schedule, the SWPPP Manager must be a different person than the superintendent, and must be physically present during construction activity with duties and authority as described in Subsection 641-2.04. When Item 641.0007. does not appear in the Bid Schedule, the SWPPP Manager is subsidiary to Item 641.0001. .

Subsidiary Items. Temporary erosion, sediment and pollution control measures that are required outside the Project Zone are subsidiary. Work required by the HMCP and SPCC Plan including hazardous material storage, containment, removal, cleanup and disposal, are subsidiary to Item 641.0001. Erosion, Sediment and Pollution Control Administration.

Work under other pay items. Work that is paid for directly or indirectly under other pay items will not be measured and paid for under Section 641. This work includes but is not limited to:

1. Dewatering;
2. Shoring;
3. Bailing;
4. Permanent seeding;
5. Installation and removal of temporary work pads;
6. Temporary accesses;
7. Temporary drainage pipes and structures;
8. Diversion channels;
9. Settling impoundment, and;
10. Filtration.

Permanent erosion, sediment and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

Work at the Contractor's Expense. Temporary erosion, sediment and pollution control measures that are required due to carelessness, negligence, or failure to install temporary or permanent controls as scheduled or ordered by the Engineer, or for the Contractor's convenience, are at the Contractor's expense.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
641.0001.____	Erosion, Sediment and Pollution Control Administration	LS
641.0002.____	Temporary Erosion, Sediment and Pollution Control	CS
641.0003.____	Temporary Erosion, Sediment and Pollution Control	LS
641.0004.____	Temporary Erosion, Sediment and Pollution Control Additives	CS
641.0005.____	Temporary Erosion, Sediment and Pollution Control by Directive	CS
641.0006.____	Withholding	CS
641.0007.____	SWPPP Manager	LS

**SECTION 642
CONSTRUCTION SURVEYING AND MONUMENTS**

01/20/15 (N34)

642-3.01 GENERAL. Delete the fifth paragraph and substitute the following: Follow the Department's Construction Surveying Requirements, or if GPS survey is approved by the Engineer, use the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Add the following to the last sentence in the second to the last paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

01/20/15 (N35)

Add the following: Stake all environmental permit boundaries, including but not limited to Corps of Engineers permit boundaries and temporary work zone boundaries, with green colored stakes. Stake according to the permit and frequently enough that you can construct the project without risk of violating the permit conditions, but in no case set stakes further apart than 200 feet or as deemed necessary by the Engineer.

642-3.02 CROSS-SECTION SURVEYS. Add the following to the first paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Delete numbered paragraph 4 of the second paragraph in its entirety and substitute the following: Department's Construction Surveying Requirements or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

642-4.01 METHOD OF MEASUREMENT. Add the following: All work and materials required to stake environmental permit boundaries will not be measured for payment, rather is subsidiary to other items of work.

**SECTION 643
TRAFFIC MAINTENANCE**

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following: Develop a Traffic Control Plan that provides in-slough traffic control. This may include but is not limited to advance warning signage on the slough banks.

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Provide a minimum of 48-hours' notice prior to closing Noyes Slough to water or winter trail use. Closure duration may not exceed 3 consecutive days.

643-3.04 TRAFFIC CONTROL DEVICES.

8. Portable Changeable Message Board Signs. *Delete and substitute the following:* Furnish two (2) Changeable Message Board Signs for the life of the project. Locate portable changeable message board signs and incorporate messages as directed by the engineer and from approved traffic control plans.

Add the following subsection:

643-3.12 PUBLIC INFORMATION. Provide a Public Information (PI) professional to accomplish the work outlined in this subsection. The PI professional shall be familiar with the construction schedule, progress and traffic control; provide information about closure duration and detour routes to the Engineer and the public, including affected residents and businesses in the project area; and schedule required access to residences and businesses through areas of construction. The PI professional shall participate in the Preconstruction Conference and is responsible for submitting current schedule information throughout the duration of the project.

Failure to provide public or agency notice, or failure to provide submittals required by this subsection may result in delays to planned construction.

The PI professional shall be responsible for the following tasks for the PI Program:

1. Public Open House. Attend and participate in a Public Open House scheduled by the Engineer and present to the public the construction schedule, project sequencing, traffic impacts and hours of operations. The Public Open House will be scheduled at the earliest possible date prior to commencement of work and twice during construction.
2. Weekly Submittals. Submit to the Engineer, for review and use, information related to the progress of the work to include a general scope of work and impacts to the traveling public. Submit the progress information in writing on a weekly basis by 12 noon Wednesday of each week for the following two weeks' work. This information will be used by the Engineer for weekly ad preparation.

Include the following information:

- a. Applicable approved Traffic Control Plans that will be in effect and/or detailed traffic information such as delays, and lane or intersection closures and corresponding detours with effective dates of closures and detours.
 - b. Information pertaining to any upcoming utility shutdowns, and impacts to motorists, bicyclists and pedestrians, or residents/businesses.
 - c. The Contractor's 24-hour message number, contact name, and office telephone number.
3. Weekly Meetings. Representatives from the Contractor and all Subcontractors shall attend weekly meetings every Wednesday morning with the Engineer. The Contractor and Subcontractors shall present and explain the information contained in the Weekly Progress Report.
 4. Mail Outs. Submit to the Engineer for review and approval, information to be included in mail out to residential addresses within one (1) city block on either side of the project corridor. The Department will be responsible for production and mailing of residential mail outs.

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Mail out content shall contain information as listed in 643-3.12 (2) as well as the following:

- a. A description of impacts that residents of abutting property may encounter during the project
- b. The Contractor's anticipated construction schedule, describing the sequence and location of activities within the corridor

Submit all information for mail outs at the following times:

1. Three weeks before construction begins.
 2. 2 weeks prior to major impacts/start of new phase or work segment.
 3. 2 weeks prior to removal/changes to mailbox work.
5. Support for Business and Resident Flier Information and Distribution. Submit to the Engineer for review and approval, information to be included in hand-delivered fliers to all businesses and residents within project limits. Within 48 hours upon receipt of the Department produced fliers, hand deliver the fliers during the hours of 8 a.m.-5 p.m. to adjacent businesses and residences. Flier information shall contain the same information as listed in 643-3.12 (2) as well as the following:
- a. A description of impacts that residents, business owners, employees or customers may experience during the project
 - b. The Contractor's anticipated construction schedule, describing the sequence and location of activities within the corridor

Distribute fliers at the following times:

1. Two weeks before construction begins.
 2. 1 week prior to major impacts/start of new phase or work segment.
 3. 1 week prior to removal/changes to mailbox work.
6. Utility Outage Notifications. Provide written notice to property owners and tenants a minimum of 48 hours prior to any utility outage.
7. Agency Notification. Notify the following agencies at least 24 hours prior to starting any work which will potentially impede all modes of traffic. Information on project area duration and detour routes shall be provided.
- a. Police Department
 - b. Fire Department
 - c. State Troopers
 - d. Borough Transit
 - e. School District (all season)
 - f. US Postal Service
 - g. Alaska Waste Management/ Garbage routes
 - h. Trucking Companies
8. In instances of emergencies, utility shutdowns, changes in traffic patterns or other unanticipated impacts to motorists, bicyclists and pedestrians, or residences/businesses within the project corridor, coordinate with the Engineer and the ADOT&PF Public Information Officer immediately.

643-3.13 ROAD CLOSURE. A road closure is permitted for this contract, with the following requirements:

General. A full road closure of Aurora Drive is permitted between Bridgewater Drive and Willow Street. Prior to authorizing a road closure, the Contractor shall submit to the Department a detailed construction schedule and phasing plan, including status of critical construction materials required for complete

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construction of the bridge. The Department must be reasonably assured the structure can be reopened to traffic in accordance with the duration allowed prior to authorizing the beginning of road closure.

No other road closures will be permitted.

Notice. In addition to the requirements of 643-3.03 Public Notice and 643-3.12 Public Information, provide a minimum of 5 calendar days public notice of road closure. Notice will be published in the local newspaper and provided to all residents and businesses in the project area via standard mail or equivalent. In partnership with the Department, coordinate with the borough school district to minimize impacts to school related traffic. Coordinate closure impacts with EMS.

Duration. Road must be open to pedestrians and 2 lanes of vehicle traffic by October 31, 2023.

643-5.01 BASIS OF PAYMENT.

1. Traffic Maintenance. Add the following: The two Portable Changeable Message Board signs required in 643-3.04 are subsidiary to Item 643.0002.0000, Traffic Maintenance. If more than two Portable Changeable Message Board signs are required at any one time, additional message boards will be paid for under 643.0025.0000 Traffic Control.

04/01/22 (N40)

Add the following schedule:

TRAFFIC CONTROL RATE SCHEDULE

TRAFFIC CONTROL DEVICE	PAY UNIT	UNIT RATE
Construction Signs	Each/Day	\$6.50
Special Construction Signs	Square Foot	\$31.00
Type II Barricade	Each/Day	\$3.30
Type III Barricade	Each/Day	\$11.00
Traffic Cone or Tubular Marker	Each/Day	\$1.10
Drums	Each/Day	\$3.30
Temporary Guardrail	Linear Foot	\$25.00
Portable Concrete or Steel F Shape Barrier (12.5 foot standard length or\$8/foot)	Each	\$100.00
Temporary Crash Cushion/ non-redirective Water filled barrier (all required per end)	Each	\$2,500.00
Temporary Crash Cushion / non-redirective Water filled Barrels (all required per end)	Each	\$3,285.00
Temporary Crash Cushion / non-redirective Sand filled Barrels (all required per end)	Each	\$4,325.00
Temporary Crash Cushion / Redirective	Each	\$9,230.00
Plastic Safety Fence	Foot	\$1.00
Temporary Sidewalk Surfacing	Square Foot	\$2.00
Flexible Markers (Flat Whip, Reflective)	Each	\$60.00
Flagging	Hour	\$65.00

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TRAFFIC CONTROL DEVICE	PAY UNIT	UNIT RATE
Electronic Boards, Panels and Signals		
Sequential Arrow Panel	Each/Day	\$40.00
Portable Changeable Message Board Sign	Each/Day	\$130.00
Portable Traffic Signals (Two)	Each/Day	\$361.00
Cars and Trucks w/driver		
Pilot Car (4x2 ½ ton truck, or any car)	Hour	\$77.00
Watering Truck – up to 4900 gallon capacity	M-Gallon	\$28.00
Watering Truck – more than 4900 gallon	M-Gallon	\$21.00
Street Sweeping (Regenerative Sweeper, Vacuum Sweeper, Mechanical or Power Broom with vacuum)	Hour	\$214.00
40,000 GVW Truck with Crash Attenuator	Hour	\$162.00
Interim Pavement Markings		
Painted Markings	Linear Foot	\$0.30
Preformed Pavement Marking Tape (removable or non-removable)	Linear Foot	\$1.75
Temporary Raised Pavement Markers	Each	\$1.00
Word or Symbol Markings	Each	\$55.00
Temporary Cover Markings	Linear Foot	\$4.00
Removal of Pavement Markings	Linear Foot	\$1.25

Add the following:

18. Public Information. The contract price includes all resources required to provide the Public Information professional, attendance and participation at the Public Open House, Weekly Submittals, Mail Outs, Support for Business and Resident Flier Information and Distribution, Utility Outage and Agency Notifications.
19. Road Closure. The contract price includes all traffic control devices, flaggers, pilot cars, and subsidiary items necessary to implement the Contractor provided TCP's for the road closure described in 643-3.13, and any additional traffic control setups within the road closure limits during the road closure (e.g. TCP's for local access). Labor, equipment, and materials necessary to install, maintain, move, and remove traffic control devices are subsidiary.

Public notice as required by 643-3.13 will be paid under Public Information.

Add the following pay items:

PAY ITEM		
Item Number	Item Description	Unit
643.0002.0000	Traffic Maintenance	LS
643.2005.0000	Public Information Program	LS
643.2016.0000	Road Closure	LS

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Delete Section 644 in its entirety and substitute the following:

**SECTION 644
SERVICES TO BE FURNISHED BY THE CONTRACTOR**

644-1.01 DESCRIPTION. Furnish and maintain facilities and services specified in the Contract for the Department's project administrative personnel to use during the project. Services include heat, electrical power (NEC compliant), water and any others required to operate the facilities. All furnished facilities remain the property of the contractor when the work is completed.

The Engineer may delete any 644 Items, by Directive within five working days after the Preconstruction Conference. If any 644 Items are deleted within the specified period, Subsection 109-1.09, Eliminated Items, shall not apply to the deleted 644 Items.

644-2.01 FIELD OFFICE. Furnish and maintain a suitable office for the Engineer to use during construction. Make the Field Office available for occupancy 2 weeks before commencing work on the project through one week after Project Completion. The Field Office shall be within one half of one mile from the project.

1. Submit office proposal to the Engineer prior to procurement or transporting office to the project. The Engineer will approve the office general condition, location, access, features, and physical layout prior to beginning any office setup work. If this office is part of your building, completely partition it from the rest of the structure and provide a separate outside door equipped with a lock.
2. Provide at least the following minimum requirements, or as approved by the Engineer:
 - a. Floor space of at least 500 ft²
 - b. Window area of at least 60 ft²
 - c. Lockable outside door(s)
 - d. 6 each plastic folding tables, 8 ft. long and 3 each 13 gallon trash cans with supply of trash bags
 - e. Shelf space of at least 24 linear feet
 - f. Adequate heating and cooling devices, and fuel or power to run the devices, to maintain an office temperature between 65° and 75°F.
 - g. Adequate ventilation
 - h. Continuous supply of drinking water from an approved source or commercial supplier
 - i. A minimum of 1 sanitary facilities exclusively for Department use that include adequate sink with water supply, hand soap, hand sanitizer, toilet paper, and paper towels
 - j. Janitorial services at least weekly
 - k. Wet/dry vacuum with a minimum capacity of 5 gallons and a minimum of 4 horsepower. Provide filters and dust bags as needed.
 - l. Provide electrical service as indicated in 644-2.09, #1 Field Office
 - m. Internet Service and Phone:

Furnish and install a high speed internet service and one telephone, with all necessary ancillary equipment.

The internet system shall have a send and receive capability supporting 80 Mbps download speed or higher and 40 Mbps upload speed at all times. The internet system shall have unlimited data. Include a wireless router and an appropriately sized battery backup for the internet system. The system shall be for the exclusive use of the Engineer.

The telephone system shall consist of commercially available telephones with the necessary equipment for each line. Provide one telephone that includes a built in digital answering machine.

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Internet and telephone service shall be supplied and operational no more than two weeks after the field office has been set up on site. Service plans shall be provided and remain in effect for the duration of the use of the field office.

- n. One multifunction Laser Color Printer/Scanner/Copier meeting the following requirements:

New or like-new condition
Printing/copying at least 32 ppm
Scan speed of 40 ppm at 400 DPI in color, at a minimum
Print/Scan/Copy 8.5" x 11" and 11" x 17" in color, at a minimum
Supports network scanning (FTP and SMB Support)
Supports network printing (PCL and Postscript)
Network card included
Automatic Document Feeder

Furnish toner and perform repairs and maintenance as necessary.

The Printer/Scanner/Copier remains property of the Contractor upon completion of the contract.

- o. Make the field office accessible according to the requirements of *Americans with Disabilities Act Accessibility Guidelines* (ADAAG). Provide at least one designated handicap parking space.
- p. One AED (Automated External Defibrillator), with carrying case and properly marked wall cabinet. Provide training on how to use the AED.
- q. One combination Smoke and Carbon Monoxide Detector per structure, minimum. Provide combination Smoke and Carbon Monoxide Detectors in any location requested by the Engineer.
- r. One 25 Person Trauma First Aid Kit. List of required contents available at <http://dot.alaska.gov/nreg/files/25-Person-Trauma-Kit-Contents.pdf>
- s. 0 mobile hotspots with unlimited data plans and car charger.
3. Provide electrical power to the Department's portable concrete compressive strength lab if there are any bridge items in the bid schedule as identified in 644-2.09, #9.
4. Provide electrical power to the Department's portable nuclear storage trailer as identified in 644-2.09, #8.
5. Provide the following to the Department's portable asphalt lab if there are any asphaltic materials in the bid schedule and item 644.0002.____ Field Laboratory does not appear in the bid schedule.
- a. electrical service as identified in 644-2.09, #4 Asphalt Laboratory.
- b. internet service as specified for the Field Laboratory.

All long distance calls made by State personnel will be paid by the State. Installation and maintenance fees, local calls, connection fees and internet service provider fees, and all other fees shall be paid by the Contractor. Paper used by the copier/scanner/printer will be provided by the State.

644-2.02 FIELD LABORATORY. Furnish and maintain a field laboratory for the Engineer to use exclusively throughout the contract. Provide a completely functional installation 2 weeks before commencing construction work through one week after Project Completion.

1. Grade and compact a site for the lab acceptable to the Engineer. Locate and level the structure on this site. If subsequent ground movement causes an unlevel or unstable condition, re-level or re-locate the facility as directed.

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2. Provide a weatherproof structure suitable to field test construction materials, with the following minimum functional requirements:
 - a. Floor space of 300 ft²
 - b. Two 10-ft² windows that open and lock
 - c. Lockable door(s)
 - d. Work bench(es), 2-1/2 x 16 feet total, 3 feet high
 - e. Shelf space, 1 x 16 feet
 - f. One 18-inch deep sink with attached industrial faucet with hand sprayer attachment and approved drain
 - g. A gravity-fed 250-gallon tank or pressurized constant water supply of acceptable quality
 - h. Electrical service as indicated in 644-2.09, #2 Field Laboratory
 - i. A sanitary facility exclusively for Department use that includes adequate sink with water supply, hand soap, hand sanitizer, toilet paper, and paper towels
 - j. Heating and cooling equipment suitable to maintain a uniform room temperature of 65° to 75°F
 - k. Storage cabinet, 3 ft x 3 ft x 3 ft, lockable, securely fixed to an inside wall with a hinged door opening outward
 - l. Office desk and 2 chairs
 - m. One combination Smoke and Carbon Monoxide Detector per structure, minimum. Provide Combination Smoke and Carbon Monoxide Detectors at any location requested by the Engineer.
 - n. One 25 person Trauma First Aid Kit. List of required contents available at <http://dot.alaska.gov/nreg/files/25-Person-Trauma-Kit-Contents.pdf>
 - o. Internet Service and Phone:

Furnish and install a high speed internet service and a telephone, with all necessary ancillary equipment.

The internet system shall have a send and receive capability supporting █ Mbps download speed or higher and █ Mbps upload speed at all times. The internet system shall have unlimited data. Include a wireless router and an appropriately sized battery backup for the internet system. The system shall be for the exclusive use of the Engineer.

The telephone system shall consist of commercially available telephones with the necessary equipment for each line. Provide one telephone that includes a built in digital answering machine.

Internet and telephone service shall be supplied and operational no more than two weeks after the field laboratory has been set up on site. Service plans shall be provided and remain in effect for the duration of the use of the field laboratory.

3. If the lab is a mobile unit mounted on axles and wheels, block the structure under the frame so that the wheels do not touch the ground and the blocking rests firmly on the prepared site.
4. Provide a separate weatherproof shed within 20 feet of the main lab structure (Shaking Shed). Grade and compact a site for the Shaking Shed acceptable to the Engineer. Locate and level the structure on this site. If subsequent ground movement causes an unlevel or unstable condition, re-level or re-locate the facility as directed.
 - a. The Shaking Shed shall have the following minimum functional requirements:
 - (1) Floor 8 ft x 12 ft, ceiling height 8 ft
 - (2) Door 4 ft wide and window 5 ft² that opens, both lockable

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- (3) electrical service as identified in 644-2.09, #3 Field Laboratory Out Building
- (4) Work table 3 ft x 1-1/2 ft x 3 ft high, capable of supporting 250 pounds and affixed to an inside wall as directed
- (5) Concrete-slab floor, 8 ft x 8 ft x 4 inches thick, cast-in-place or pre-cast. Install anchor bolts in the floor to accommodate the mounting pattern of the Gilson sieving machine at a location as directed.

Found the slab directly on the prepared site such that it is continuously supported.

- 5. Provide a weatherproof pole shed adjacent to the Shaking Shack. Grade and compact a site for the Splitting shed acceptable to the Engineer. Locate and level the structure on this site. If subsequent ground movement causes an unlevel or unstable condition, re-level or re-locate the facility as directed.
 - a. The Splitting shed shall meet the following minimum requirements
 - (1) 12' x 24' Pole shed structure with 8' minimum ceiling height.
 - (2) Pole spacing 4' to 6'
 - (3) Water proof roof
 - (4) 2x4 construction, or manufactured structure approved by the Engineer.
 - (5) 6 each 4' T8 LED lighting fixtures with bulbs spaced evenly across the roof structure
 - (6) Manufactured, industrial strength, welded-metal shelving with total 52 square feet of shelving
 - (7) 2 walls
 - (8) Smooth rigid floor as approved by the Engineer
- 6. For all types of installations, if the entryway is located higher than a single 7-inch rise, provide the following:
 - a. Stairway, 3 feet wide x 11-inch tread x 7-inch rise
 - b. Landing, 4 ft x 4 ft centered on the entryway
 - c. Handrail(s) firmly affixed to the stairway
- 7. Provide the following lab equipment and services:
 - a. Propane necessary for the lab operation, including two 100-lb tanks, regulators, hoses, fittings, and incidentals for a functional system
 - b. Specialized sampling equipment such as belt templates or belt sampling devices as required
 - c. Fuel and power necessary to continuously operate the facilities
- 8. Provide the following to the Department's portable asphalt lab if there are any asphaltic materials in the bid schedule.
 - a. electrical service as identified in 644-2.09, #4 Asphalt Laboratory.
 - b. internet service as specified for the Field Laboratory.

644-2.03 CURING SHED. Furnish and maintain a suitable weather tight shed for curing concrete test cylinders, with a suitable tank(s) for curing concrete test cylinders.

Provide a tank(s) large enough to contain at least 6 each 4" x 8" test cylinders from each pour that you propose to make during any 28-day period. Use a tank(s) at least 18 inches high, insulated, and constructed of heavy duty plastic or non-corrosive metal. Construct a lid to provide access to the tank(s).

Provide suitable heating to maintain the temperature in the tank between 70° and 77°F at all times when curing the test cylinders. In addition, provide suitable thermometers in the shed and tank(s) to check the temperature.

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Provide a supply of calcium hydroxide (high-calcium hydrated lime) sufficient to maintain a fully saturated water bath in the tank(s). Provide a source of potable water.

Provide one combination smoke alarm and carbon monoxide detector.

Provide electrical service as identified in 644-2.09, #5 Curing Shed

644-2.05 VEHICLES. Furnish and maintain vehicles in good condition that are less than six years old and with less than 100,000 miles on the odometer for the exclusive use of the Department throughout the project. Provide full-size four-wheel drive pickups or sport utility vehicles. The Special Provisions will state the required number and type of vehicles. Provide vehicles from two weeks before commencing work to one week after Project Completion. Maintain the vehicles in satisfactory running condition throughout the duration of the contract. Provide insurance, fuel, fluids, lubricants, tire repair/replacement, and windshield repair/replacements as needed. If a vehicle is down for more than 24 hours, provide a replacement Vehicle of the same type at no additional cost.

The State of Alaska is responsible for damage to any vehicle caused by its own negligent operation.

The Engineer will approve the vehicles prior to transporting them to the project site. In addition to use on the project, all of the vehicles will be allowed to make round trips to the Department's regional headquarters. Remove all vehicles from the project at the end of the Contract.

<u>Number of Vehicles</u>	<u>Type</u>
0	

Equip each vehicle as follows:

1. Four wheel drive
2. Automatic transmission
3. Power steering
4. Air conditioning
5. Fire extinguisher & basic first aid kit
6. Jack and lug wrench
7. Load range E tires in good condition
8. Two full size load range E spare tires in good condition mounted on rims
9. 360-degree Permanent Beacon
10. 2 sets of keys
11. CB Radio with 48" Antenna for all projects more than 50 miles from Fairbanks.
12. 3 each AKDOT&PF magnetic stickers. Plans available at <http://dot.alaska.gov/documents/DOT-SOA-Construction-Magnets-Specs.pdf>

Materials Truck

<u>Number of Vehicles</u>
0

Meet the above requirements for a vehicle and the following:

1. 3/4 Ton Crew Cab Pickup
2. Minimum 500 lb hydraulic tailgate lift attached to the bed of the truck

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644-2.06 NUCLEAR TESTING EQUIPMENT STORAGE SHED. Design, furnish and maintain a weatherproof, heated, and ventilated nuclear densometer/testing equipment storage shed for the Engineer to use exclusively throughout the contract. Install the building at least 15-feet from an occupied area at a location approved by the Engineer. Install the shed at least one week before the commencement of construction activities and maintain it until one week after Project Completion. Provide sufficient floor area for the nuclear testing equipment and a portable electric heater to maintain a minimum room temperature of 50°F. Design the building with enough floor area to provide sufficient clearance between the equipment, heater, and combustibles. Provide a commercial grade metal-clad exterior entrance door of 3'-0" min width by 6'-8" height with dead-bolt lockset. Hang the door so that hinge pins are not accessible from the exterior. Provide the Engineer with 2 keys to control access. Provide a 5/16" x 10 foot long welded steel security chain securely attached inside the structure with tamperproof hardware for the Engineer to secure the testing equipment. Provide electrical service as identified in 644-2.09, #7 Nuclear Testing Equipment Storage Shed. Secure the structure to the ground with tamperproof anchors to resist wind loads and prevent unauthorized movement of the building. The Nuclear Testing Equipment Storage Shed remains the property of the Contractor. Remove the shed from the site following project completion. The Nuclear Testing Equipment Storage Shed must be windowless.

644-2.07 STORAGE CONTAINER. Furnish, transport and maintain a weathertight, lockable, steel enclosed 20 foot long x 8 foot wide x 8 foot high wooden floored container for the storage of the Department's materials, supplies and testing equipment (but not nuclear equipment). Provide twenty equally spaced fastening points on the interior walls that are capable of securing the Department's contents. Door opening dimensions of the storage container shall be greater than 60 square feet. Supply necessary equipment to lift and move container with minimal disturbance to the Department's contents. The container shall not be moved by skidding or hook lift. The Contractor shall be listed as the shipper on all documents listing and acknowledging receipt of the Department's goods for shipment.

Deliver an empty and clean container to the Regional Materials Laboratory, or location acceptable to the Engineer, three weeks prior to transporting to the project site. Allow 7 days for the Department to load the container. Transport the loaded container to the project site. Set up container at a location approved by the Engineer at least one week before the commencement of construction activities and maintain it until one week after Project Completion.

1. Provide electrical service and other facilities as follows:

- a. Provide a stairway with railing, built to meet the International Building Code, if there is more than 12-inch difference in floor entry and existing ground elevation.
- b. Provide electrical service as identified in 644-2.09, #6 Storage Container.

Return the container to the Regional Materials Laboratory, or location acceptable to the Engineer, upon project completion. Allow 7 days for the Department to unload the container. The storage container remains your property after you complete the work.

644-2.08 FIELD COMMUNICATIONS. Provide internet and phone communication systems as directed by the Engineer.

644-2.09 ELECTRICAL POWER. Furnish and maintain a constant source of power to the facilities specified in the contract for the Department's use during the project. Provide a completely functional installation 2 weeks before commencing construction work through 2 weeks after Project Completion.

1. FIELD OFFICE. Provide electrical services as follows:

- a. Heating/Cooling adequate to maintain temperatures between 65° to 75°F
- b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
- c. Wiring system to support a 40 amp user load demand with two 20-amp circuits

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- d. Eight conveniently spaced outlets on the interior wall, consistent with local codes
 - e. Eight 8ft LED minimum 5000 lumen lamps or sixteen 4ft LED minimum 2000 lumen lamps, between 2800K and 5000K color temperature
2. FIELD LABORATORY. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 65° to 75°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Wiring system to support a 40 amp user load demand with two 20-amp circuits, GFI Protected
 - d. Six conveniently spaced outlets on the interior wall, consistent with local codes
 - e. Eight 8ft LED minimum 5000 lumen lamps or sixteen 4ft LED minimum 2000 lumen lamps, between 2800K and 5000K color temperature
 - f. Exhaust fan: minimum 300 CFM
 3. SHAKING SHED. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 65° to 75°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Wiring system to support a 20-amp user load demand, GFI Protected
 - d. Three conveniently spaced outlets on the interior wall, consistent with local codes
 - e. Two 8ft LED minimum 5000 lumen lamps or four 4ft LED minimum 2000 lumen lamps, between 2800K and 5000K color temperature
 - f. Exhaust fan: minimum 300 CFM
 4. ASPHALT LABORATORY. Provide electrical services as follows:
 - a. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - b. 100-amp service
 5. CURING SHED. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain temperatures between 70° to 77°F
 - b. Two 100-watt incandescent or four 4ft LED minimum 2000 lumen lamps, between 2800K and 5000K color temperature
 6. STORAGE CONTAINER. Provide electrical services as follows:
 - a. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - b. Wiring system to support a 20-amp user load demand, GFI Protected
 - c. Two conveniently spaced outlets on the interior wall, consistent with local codes
 - d. Four 100-watt incandescent or eight 4ft LED minimum 2000 lumen lamps, between 2800K and 5000K color temperature
 7. NUCLEAR TESTING EQUIPMENT STORAGE SHED. Provide electrical services as follows:
 - a. Heating/Cooling adequate to maintain minimum temperatures of 50°F
 - b. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
 - c. Two 100-watt incandescent or four 4ft LED minimum 2000 lumen lamps, between 2800K and 5000K color temperature
 - d. Wiring system to support a 20-amp user load demand

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8. NUCLEAR TESTING EQUIPMENT STORAGE SHED (STATE PROVIDED). Provide electrical services as follows:

- a. Electrical current, 120/240 VAC, 60-cycle on 24-hour basis
- b. Wiring system to support a 20-amp user load demand

9. PORTABLE CONCRETE COMPRESSIVE LABORATORY. Provide electrical services as follows:

- a. Electrical current: 120/240 VAC, 60 cycle on 24 hour basis
- b. Wiring system to support a 20-amp user load demand

If 644.0015____, Nuclear Testing Equipment Storage Shed is deleted the electrical power requirements are still required per 644-2.09, #8.

If the contract contains bridge items that require concrete or grout provide electrical power to the Department's Portable Concrete Compressive Laboratory per 644-2.09, #9.

644-3.01 METHOD OF MEASUREMENT. Section 109 and as follows:

Storage Container. By the number of storage containers specified, to include all components, installed and accepted as completed units and ready for materials and equipment storage.

644-4.01 BASIS OF PAYMENT.

Vehicles. Includes all resources, including fuel, oil, maintenance, and insurance to furnish the specified number of fully operational vehicles for the duration specified in the contract.

Lump Sum Items. Payment for lump sum items will be made as follows:

1. A percentage of the lump sum amount, to be determined by the Engineer, will be paid as full compensation for furnishing the facility at the site.
2. The balance of the lump sum amount will be prorated over the anticipated active construction period with a portion included as part of each interim payment, for maintenance, repairs, providing all utilities, and for removing it from the site. If anticipated construction period changes, the final increment will be held until final payment.

Storage Container. At the contract unit price to include all labor, materials, tools, equipment and supplies required to deliver the storage shed to the regional office for loading, to deliver it to the project office, to install it before commencement of construction, to maintain it for the duration of the project, to remove the shed and electrical service after project completion, to deliver it to the regional office for unloading, and to remove the storage shed. Electrical service and utility costs are subsidiary to this item.

Field Communications. Installation and maintenance of equipment and monthly invoice costs will be paid for by Contingent sum under Item 644.2002.0000, Field Communications. Provide invoices from vendor for installation, maintenance, and monthly subscription costs. When this bid item appears in the Bid Schedule, internet and phone service are not subsidiary to 644.0001.____ Field Office.

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Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
644.0001.____	Field Office	LS
644.0002.____	Field Laboratory	LS
644.0003.____	Curing Shed	LS
644.0006.____	Vehicle	LS
644.0015.____	Nuclear Testing Equipment Storage Shed	EACH
644.0016.____	Storage Container	EACH
644.2002.0000	Field Communications	CS
644.2010.0000	Nuclear Testing Equipment Storage Shed	LS

Add the following section:

**SECTION 645
TRAINING PROGRAM**

11/30/20 (HSP20-2)

645-1.01 DESCRIPTION. This Statewide Special Provision for on-the-job training (OJT) implements 23 CFR 230, Subpart A, Appendix B.

As part of the Equal Employment Opportunity Affirmative Action Program, the Contractor shall provide on-the-job training aimed at developing full journey status in the type of trade or job classification involved. The number of individuals to be trained and the number of hours of training to be provided under this contract will be as shown on the bid schedule.

645-2.01 OBJECTIVE. Training and upgrading of minorities and women toward journey status is the primary objective of this program. The Contractor shall enroll minorities and/or women, where possible, and document good faith efforts prior to the hire of non-minority males in order to demonstrate compliance with this Training Special Provision. Specific good faith efforts required under this Section for the recruitment and employment of minorities and women are found in the Federal EEO Bid Conditions, Form 25A-301.

645-3.01 GENERAL. The Contractor shall determine the distribution of the required number of apprentices/trainees and the required number of hours of training among the various work classifications based upon the type of work to be performed, the size of the workforce in each trade or job classification, and the shortage of minority and female journey workers within a reasonable area of recruitment.

Training will be provided in the skilled construction crafts unless the Contractor can establish prior to contract award that training in the skilled classifications is not possible on a project; if so, the Department may then approve training either in lower level management positions such as office engineers, estimators, and timekeepers, where the training is oriented toward construction applications, or in the unskilled classifications, provided that significant and meaningful training can be provided. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Credit for offsite training hours indicated above may only be made to the Contractor where the apprentices/trainees are concurrently employed on the project and the Contractor does one or more of the

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following: contributes to the cost of the training, provides the instruction to the apprentice/trainee, or pays the apprentice's/trainee's wages during the offsite training period.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

Prior to award of the contract, the Contractor shall submit Form 25A-311, Training Utilization Report, indicating the training program to be used, the number of apprentices/trainees to be trained in each selected classification, the number of hours of training to be provided, and the anticipated starting time for training in each of the classifications.

Training must begin within 2 weeks of the anticipated start date(s); unless otherwise authorized by a Directive. Such authorization will be made only after submission of documentation by the Contractor, and approval by the Engineer, of efforts made in good faith which substantiate the necessity for a change.

Contractors may use a training program approved by the U.S. Department of Labor, Office of Apprenticeship (USDOL/OA); or one developed by the Contractor using Form 25A-310 and approved prior to contract award by the OJT Coordinator in the DOT&PF Civil Rights Office.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor. Training program approval by the Department for use under this section is on a project by project basis.

It is expected that each apprentice/trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist or until training has been completed. It is not required that apprentices/trainees be continuously employed for the duration of the contract.

If, in the judgment of the Contractor, an apprentice/trainee becomes proficient enough to qualify as a journey worker before the end of the prescribed training period and the Contractor employs that individual as a journey worker in that classification for as long as work in that area remains, the individual's training program will be considered completed and the balance of training hours required for that apprentice/trainee shall be waived.

The Contractor shall furnish each ADOT&PF training program trainee a copy of the program (Form 25A-310) to be followed during training on the project, and with a written certification showing the type and length of training completed on the project. Existing USDOL/OA apprentices should already have a copy of their program. No employee shall be employed for credit as an apprentice/trainee in a classification in which that employee has previously worked at journey status or has previously completed a training course leading to journey status.

The Contractor shall periodically review the training and promotion potential of minority and women employees and shall encourage eligible employees to apply for such training and promotion.

The Contractor shall provide for the maintenance of records and the furnishing of periodic reports documenting the progress of each apprentice/trainee. The Contractor must submit Form 25A-313 by the 15th of each month and provide each ADOT&PF trainee written evaluation reports for each unit of training provided as established on Form 25A-310.

645-3.02 WAGES. Trainees in ADOT&PF approved training programs will be paid prevailing Davis-Bacon fringe benefits plus at least 60 (but less than 100) percent of the appropriate minimum journey rate specified in the contract for the first half of the training period, at least 75 (but less than 100) percent for the

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third quarter of the training period, and at least 90 (but less than 100) percent for the last quarter of the training period. Trainee wages shall be identified on Form 25A-310. Apprentices in USDOL/OA training programs shall be paid in accordance with their approved program. Beginning wages of each trainee/apprentice enrolled in a Section 645 Training Program on the project shall be identified on Form 25A-312.

645-3.03 SUBCONTRACTS. In the event the Contractor subcontracts a portion of the work, he shall determine how many, if any, of the apprentices/trainees are to be trained by the subcontractor. Any such subcontracts shall include this Section 645, Form 25A-311 and Form 25A-310, where appropriate. However, the responsibility for meeting these training requirements remains with the Contractor; compliance or non-compliance with these provisions rests with the Contractor and sanctions and/or damages, if any, shall be applied to the Contractor in accordance with Subsection 645-5.01, Basis of Payment.

645-4.01 METHOD OF MEASUREMENT. The Contractor will be credited for each approved apprentice/trainee employed on the project and reimbursed on the basis of hours worked, as listed in the certified payrolls. There shall be no credit for training provided under this section prior to the Contractor's submittal and approval by the Engineer of Form 25A-312 for each apprentice/trainee trained under this Section. Upon completion of each individual training program, no further measurement for payment shall be made.

645-5.01 BASIS OF PAYMENT. Payment will be made at the contract unit price for each hour of training credited. Where a trainee or apprentice, at the discretion of the Contractor, graduates early and is employed as a journey worker in accordance with the provisions of Subsection 645-3.01, the Contractor will receive payment only for those hours of training actually provided.

This payment will be made regardless of any other training program funds the Contractor may receive, unless such other funding sources specifically prohibit the Contractor from receiving other reimbursement.

Payment for training in excess of the number of hours specified on the approved Form 25A-311 may be made only when approved by the Engineer through Change Order.

Non-compliance with these specifications shall result in the withholding of progress payments until good faith efforts documentation has been submitted and acceptable remedial action has been taken.

Payment will be at the end of the project following the completion of all training programs approved for the project. No payment or partial payment will be made to the Contractor if he fails to do any of the following and where such failure indicates a lack of good faith in meeting these requirements:

1. provide the required hours of training (as shown in the Bid Schedule and approved Form 25A-311),
2. train the required number of trainees/apprentices in each training program (as shown in the Bid Schedule and approved Form 25A-311), or
3. hire the apprentice/trainee as a journey worker in that classification upon completion of the training program for as long as work in that area remains.

Failure to provide the required training damages the effectiveness and integrity of this affirmative action program and thwarts the Department's federal mandate to bring women and minorities into the construction industry. Although precise damages to the program are impractical to calculate, they are at a minimum, equivalent to the loss to the individuals who were the intended beneficiaries of the program. Therefore, where the Contractor has failed, by the end of the project, to provide the required number of

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hours of training and has failed to submit acceptable good faith efforts documentation which establishes why he was unable to do so, the Contractor will be assessed an amount equal to the following damages to be deducted from the final progress payment:

Number of hours of training not provided, times the journey worker hourly scale plus benefits. The journey worker scale is that for the classification identified in the approved programs.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
645.0001.____	Training Program, ____ Trainees/Apprentices	LH

Delete Section 646 in its entirety and substitute the following:

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**SECTION 646
CPM SCHEDULING**

646-1.01 DESCRIPTION. Provide and maintain a Critical Path Method (CPM) progress schedule for the project. Use the schedule in coordinating and monitoring of all work under the Contract including activity of subcontractors, manufacturers, suppliers, and utility companies, and submittal review by the Department. Update the CPM as described in this specification.

Provide to the Engineer a legal copy of the software program to be utilized for the CPM Schedule item on the project. The software program shall have the full capacity to analyze and modify the CPM Schedule.

646-2.01 SUBMITTALS.

1. Submit a detailed initial CPM schedule at least 5 working days prior to the preconstruction conference, for the Engineer's approval. The construction schedule, for the entire project, may not exceed the specified contract time.

Following the Engineer's review, if revisions to the proposed CPM schedule are required, do so promptly. The CPM schedule must be finalized within 15 days of the Notice to Proceed.

No contract work may be pursued at the project site without an approved CPM schedule.

2. Weekly Work Plans. Submit a Weekly Work Plan in conjunction with Weekly Progress Meeting agenda. Detail your proposed operations for the upcoming week. This work plan shall reflect a true and accurate assessment by the Contractor concerning the actual progress on the project. Include:
 - a. Tasks / work activities
 - b. Work hours
 - c. Subcontractors
 - d. Location of the work to be performed

The approval by the Department of the initial CPM Schedule, subsequent CPM updated schedules, and the weekly Work Plans shall not relieve the Contractor as the responsible party for development and execution of the means, method, and timing of performance reflected in the schedule, nor completing the project within the specified contract time.

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646-3.01 REQUIREMENTS AND USE OF SCHEDULE.

1. Schedule Requirements. Prepare the CPM schedule as a Precedence Diagram Network developed in the activity-on-node format which includes:
 - a. Activity description
 - b. Activity duration
 - c. Critical Sequence of activities and Critical Path.

Show on the activity-on-node diagram the sequence and interdependence of all activities required for complete performance of all items of work under this Contract, including shop drawing submittals and reviews and fabrication and delivery activities. The maximum review period allowed by the contract shall be shown where review functions by the Department are noted on the schedule

The contract completion time will be adjusted only for causes specified in this Contract.

2. Weekly Progress Meetings. Hold Weekly job site progress meetings with the Engineer for the purpose of reviewing and updating the CPM schedule. Review progress and verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed time estimate revisions. At a minimum, the Contractor's Project Manager, Project Superintendent, Traffic Control Supervisor shall attend the weekly job site meetings.

Provide an updated CPM schedule when the critical path on the CPM schedule has changed by 7 or more days.

646-4.01 METHOD OF MEASUREMENT. Section 109.

646-5.01 BASIS OF PAYMENT. If the requirements of Item 646 CPM Scheduling are not in full compliance, five percent (5%) of the total progress payment value earned during the progress period will be withheld until the requirements of Item 646 CPM Scheduling are in full compliance.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
646.0001.____	CPM Scheduling	LS

Add the following section:

**SECTION 651
WORK BY OTHERS**

651-1.01 DESCRIPTION. Coordinate with utility owners according to Section 105.

651-3.01 CONSTRUCTION REQUIREMENTS. Utilities (overhead and buried) to the extent they are known are shown on the plans. Before conducting any ground-disturbing activities, the Contractor shall verify utility locations by contacting the utility company(s). The Contractor is responsible for locating and protecting utilities in the project work areas.

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Utility Type	Utility Company	Contact
Water & Sewer	Golden Heart Utilities	Roy Strandberg 907-378-7111

Utilities in the project area subscribing to the dig-line include: ACS, GCI, GHU, GVEA and IGU.

651-3.02 DESCRIPTION OF WORK AND SCHEDULE. Adjust schedule and phasing as necessary to allow utility owners, their contractors, and other third party entities to complete their work on or before the completion date given in the utility relocation agreement.

Notify the utility owners a minimum of one week before beginning work requiring utility coordination.

Utility adjustments by others are shown on the Plans and are scheduled to be performed under relocation agreements, as follows:

Utility Type	Utility Company	Agreement Number	Agreement Completion Date
Water & Sewer	GHU	2-90124-22-04	October 31, 2023
Water & Sewer	GHU	2-90124-22-05	October 31, 2023

Utility relocation agreement plans are available for inspection by making arrangements with the contact for pre-bid information, as listed on the Invitation for Bids.

651-3.03 ADDITIONAL UTILITY REQUIREMENTS. Representatives from Golden Heart Utilities (GHU) shall inspect and approve the relocated water lines and sewer and lift station CIP liner. GHU will perform additional sewer lift station rehabilitation work while the bypass is in place; the Contractor shall coordinate with GHU to schedule their work. The Contractor shall provide GHU with a copy of the build schedule at the time of the Preconstruction Conference.

Materials specified by the utility agreements shall be made available to the Contractor by GHU; all other materials required for a complete system must be provided by the Contractor. The Contractor shall coordinate with GHU to access their storage location, and at Contractor's expense, materials shall be transported to Contractor's storage yard.

Upon completion of construction, the Contractor shall coordinate with GHU to arrange access and deliver to GHU storage location, all owner-furnished materials not utilized on the project and any salvaged materials selected by GHU for retention.

SECTION 670 TRAFFIC MARKINGS

01/20/15 (N46)

670-3.01 CONSTRUCTION REQUIREMENTS. Add the following after the first sentence: All completed pavement marking symbols and words will be solid as shown on the Plans. When a stencil with bridges is used, fill all breaks not shown on the Plans after removing the stencil.

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**SECTION 702
ASPHALT MATERIALS**

08/04/22 (N82)

702-2.01 ASPHALT BINDER. Delete the first paragraph and substitute the following: Meet AASHTO M 320 for PG 52-28 binder.

Meet AASHTO M 332 for PG 52E-40 binder, except that J_{NR} Diff (AASHTO T 350) and Direct Tension (AASHTO T 314) do not apply. PG 52E-40 binder shall have a minimum Percent Recovery_{3.2} of 75% according to AASHTO T 350.

702-2.03 EMULSIFIED ASPHALT.

1. Cationic Emulsified Asphalt. Add the following: CRS-2P shall meet AASHTO M 316, except the penetration value shall be 100 – 200 mm.

**SECTION 703
AGGREGATES**

12/08/15 (N63)

703-2.09 SUBBASE. Add the following:

Subbase, Grading F. Aggregate containing no muck, frozen material, roots, sod or other deleterious matter and with a plasticity index not greater than 6 as tested by ATM 204 and ATM 205. Table 703-8 and the first paragraph of Subsection 703-2.09 do not apply to Grading F. Meet the following gradation as tested by ATM 304:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
2 in	100%
No. 4	15-65%
No. 200	0-6%

**SECTION 708
PAINTS**

08/02/18 (N61)

708-2.03 PAINT FOR TRAFFIC MARKINGS. Delete this subsection in its entirety and substitute the following:

1. Pigment Composition: Pigments shall be first quality paint grade pigments. The inert or filler pigments must be of a type and quality generally recognized as first quality paint grade products, and shall not contribute to settling of the paint in storage.
2. Vehicle or Resinous Binder Composition: The vehicle may be any combination of natural or synthetic resinous materials that are not prohibited per this specification. All resins used must be permanently capable of re-dissolving in the solvent combination used in the paint. Paint and binder combinations shall minimize build-up of the paint on the sides of tanks, paint lines, and clogging of spray equipment from un-dissolvable skins.

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3. Use material that satisfies the requirements in Table 708-1

**TABLE 708-1
PAINT FOR TRAFFIC MARKINGS**

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Viscosity @ 77°F, (25°C), KU	75	90	ASTM D562
Weight per Gallon at 77°F, (25°C)	11.0	---	ASTM D1475
Fineness of Grind, Hegman	2	---	ASTM D1210
Drying Time for no-pick-up, Minutes	---	5	ASTM D711
Contrast Ratio @ 5 mils wet, White and Colors (Black)	0.95 (1.0)	---	ASTM D2805
Colors: Yellow 33538; White: 37925; Blue 35180; Red 31138; Black 37038 or approved equals	Pass		FED-STD-595C
Directional reflectance of white paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	85	---	ASTM E1347
Directional reflectance of yellow paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	45	---	ASTM E1347
Volatile Organic Compounds (VOC), grams/liter (lbs./gallon)	-	150 (1.25)	EPA 40 CFR Part 59, ASTM D3960
Total Solids, % by Weight	70	-	ASTM D2369
Total Solids, % by Volume	43	-	ASTM D2697

4. Prohibited Materials: The Manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200.
5. Condition in Container: Store according to the manufacturer's recommendations. For a minimum of one year from the date of manufacture, the paint shall meet each of the following conditions:
- Not show excessive settling in a freshly opened full can
 - Show no curdling, livering, caking, lumps, skins, or color separation
 - Be easily re-dispersed when mixed with a paddle
 - Be easily re-dispersed after 5 minutes of mechanical shaking using a standard commercial paint shaker
 - Water Resistance: Guaranteed water resistant when applied properly.
6. Weathering: Guaranteed against cracking and weathering under extreme conditions when applied properly.
7. Storage Stability:
- There must be no viscosity increase of 5 Krebs Units over the originally reported viscosity after aging in the container or decomposition of the product. Field examination of previously unopened containers must not disclose evidence of un-dissolvable gelatinous vehicle separation, heavy skin formation, or corrosion of the container of batches in storage one year or less. Containers stored under adverse conditions such as uncovered areas unprotected from the elements must show no

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evidence of the above conditions over a period of 6 months from date of shipment from manufacturer.

8. Application Temperature: The manufacturer's recommended minimum application temperature (air, surface and material) must be 40° Fahrenheit or lower.

SECTION 710 FENCE AND GUARDRAIL

710-2.04 METAL BEAM RAIL. *Delete this subsection and substitute the following:*

1. W-Beam and Thrie-Beam Guardrail. Meet AASHTO M 180, Class A, Type II.
2. Box-Beam Guardrail. Meet ASTM A500 Grade B.
3. Symmetric and Asymmetric W-Thrie Beam Transition Section. Meet AASHTO M 180, Class B, Type II.

Galvanize the rail per AASHTO M 111 after fabrication.

710-2.06 GUARDRAIL POSTS AND BLOCKOUTS. *Add the following:*

1. Transition Posts. Meet the section and length specified on the Plans. Meet ASTM A992 or ASTM A709, Grade 50.
2. Transition Blockouts. Meet the shape and dimensions shown on the Plans. Meet ASTM A500, Grade B or Grade C.

710-2.11 GUARDRAIL TERMINALS. *Delete this subsection and substitute the following:* W-beam shall meet requirements of AASHTO M 180, Class A, Type II. Box beam shall meet requirements of ASTM A500 Grade B or ASTM A501. Galvanize after fabrication.

Components made from rolled pressed and forged shapes, castings, plates, bars, and strips shall meet the coating requirements of AASHTO M 111. Galvanize after fabrication.

All hardware or fasteners supplied shall meet the coating requirements of AASHTO M 232.

Guardrail terminals shall be AASHTO MASH Test Level 3.

1. W-Beam. Provide one of the following terminal types, as shown on the Plans, for single-rail W-beam guardrail. Design requirements: 31 in top of rail height, 8 in blockouts, W6x8.5 steel posts, 12 ft 6 in w-beam panels, and mid-span splice connection to run of rail.
 - a. Parallel Terminals. Provide the RoadSystems, Inc. MASH MSKT W-Beam terminal with the following characteristics, install per manufacturer recommendations:
 - (1) Crashworthiness: MASH-complaint Test Level 3.
 - (2) Length: 50 ft nominal effective length
 - (3) End Offset: 0 ft to 2 ft (25:1 or flatter straight taper) offset as shown on the Plans.

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2. Box Beam. Provide terminals, as shown on the plans for box beam guardrail. Design requirements: 28 in top of rail height, designed for use with 6 in by 6 in by 3/16 in box beam.
 - a. Parallel Terminals. Provide terminals meeting the following:
 - (1) Length: 33 ft nominal effective length, or a minimum 18 ft of box beam rail and standard 3 in weak posts beyond the 1/8 in end tube rail, or as recommended by the manufacturer's installation manual.
 - (2) End Offset: 25:1 or flatter straight taper. Offset end as shown on the Plans.

Add the following subsection:

710-2.12 TRANSITION CONNECTION.

1. Thrie Beam Terminal Connector. Meet AASHTO M 180, Class B, Type II.
2. Guardrail Connection Plate. Meet ASTM A709, Grade 50

SECTION 712 MISCELLANEOUS

Add the following subsections:

712-2.23 CURED IN PLACE PIPE.

The Cured In Place Pipe (CIPP) shall meet the requirements of ASTM F-1216 or ASTM 1743 or ASTM F 2019. The CIPP shall extend the full length of the host pipe being rehabilitated and shall provide a structurally sound, impermeable, jointless, close-fitting pipe that when cured is mechanically fixed inside the host pipe.

Polyvinyl Chloride (PVC) fold and form pipe liner installed per ASTM F1504, ASTM F1867, or ASTM F1871 is not acceptable.

The CIPP Materials shall be the following:

- a. Felt or Fiberglass Tube. The Contractor shall measure the inside diameter of the host pipe to confirm the pipe diameter prior to ordering liner materials.

The tube shall consist of one or more layers of flexible, needled felt or an equivalent woven and/or non-woven material capable of carrying resin, withstanding installation pressures and curing temperatures and compatible with the resin system used. The felt tube shall meet the requirements of ASTM D 5813.

Fiberglass tubing shall consist of at least two separate tubes made of corrosion resistant (E-CR) glass fibers in accordance with ASTM D 578. The fiberglass tube shall meet the requirements of ASTM F 2019.

- b. Resin/Catalyst. The Contractor shall furnish an ultraviolet (UV) or thermosetting polyester or vinylester resin compatible with the approved liner and a compatible catalyst system as specified by the resin manufacturer. The resin shall be approved for use in the CIPP process for acidic

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domestic sewer applications. The resin manufacturer shall provide the contractor with their recommended curing cycle and shall submit the same to the project engineer for his approval.

- c. Structural Requirements. Design Criteria: The cured in place pipe thickness shall be calculated per ASTM 1216, Appendix X.1 The cured-in-place-pipe thickness shall be calculated and designed based upon the following physical condition of the existing pipe to be rehabilitated.

1. All pipes shall be considered partially deteriorated.
2. All pipes shall be considered to have a depth of bury of no less than 40 feet.
3. All pipes shall be subject to a water table of not less than 9 feet above the invert of the pipe.
4. All pipes shall have a minimum of 5% ovality reduction factor in the circumference.
5. A factor of safety of not less than 2.0 shall be applied.
6. The enhancement factor K shall not be higher than 7.
7. Surface in the pipe is gritty and abrasive.

- d. Mechanical Properties. The CIPP when cured shall have the following minimum values when tested in accordance with ASTM F-1216-98 by an independent testing laboratory:

1. Flexural Strength (tested in accordance with ASTM D790): 4,500 psi
2. Flexural Modulus (tested in accordance with ASTM D790): 250,000 psi
3. Chemical Resistance Meet Minimum Requirements of ASTM F1216-98, Table X2.1

712-2.24 INSULATION.

Spray Foam Insulation. Spray-on insulating foam shall be closed cell, two-component polyurethane foam having the following properties:

"K" Factor:	0.16 BTU - in/hr. ft ² °F (ASTM C-518)
Water Absorption:	0.1 PSF Maximum (ASTM C-2841 96 Hours Under 2 in. Head)
Compressive Strength:	25 PSI Minimum (ASTM D-1621 Perpendicular to Rise)
Nominal Density:	2.0 PCF (ASTM D-1622)
Water Vapor Permeability:	2.0 Perm-in (ASTM C-355)

Any system or applicator shall be able to demonstrate prior experience of at least two years. The Engineer shall be the sole judge of the qualifications of a system, material, application method and applicator.

712-2.25 WATERPROOF SURFACE COATING. Protective Coatings shall be a two (2) component, one hundred (100) percent solids, sprayable polyurethane coating, Permex 700 by Resin Technology (or approved equal) with the following properties:

Tensile Strength	1,800 PSI minimum
Elongation	120 percent
Water Vapor Transmission:	0.413 Perms

Any system or applicator shall be able to demonstrate prior experience of at least two years. The Engineer shall be the sole judge of the qualifications of a system, material, application method and applicator.

712-2.26 CIP LIFT STATION LINING. McNeil Technologies: Triplex-6800 liner or approved equal, shall be installed per manufacturer's recommendations. Contractor shall work with manufacturer to ensure system is suitable for rehabilitation of lift station in close proximity to bridge construction. Lift Station shall be protected from damage during construction operations. Lift station lining shall be inspected after bridge construction has been completed, and repairs shall be made as needed.

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**SECTION 716
STRUCTURAL STEEL**

716-2.07 GALVANIZING. Delete the fifth and sixth paragraphs and substitute the following: In lieu of hot-dip galvanizing, steel bridge members may be spray-metalized. Apply 10 mils zinc galvanizing by the spray-metalizing process according to Steel Structures Painting Council's coating system guide SSPC-CS 23.00. Prepare surfaces before galvanizing according to Steel Structures Painting Council's surface preparation guide SSPC-SP 5/NACE No. 1, White Metal Blast Cleaning.

Repair damaged coatings according to ASTM A780 Annex A1 or Annex A3, except as modified herein. Clean the damaged area according to SSPC-SP 3, Power Tool Cleaning for repairs meeting Annex A1 and SSPC-SP 5/NACE No. 1, White Metal Blast Cleaning for repairs meeting Annex A3. Extend the cleaned area 1/2 inch to 3/4 inch into the undamaged section of the coating. Keep the cleaned area dry and free of rust and soiling. Within 24 hours of cleaning, coat the cleaned section with zinc to a thickness of not less than 10 mils when using the method in Annex A3 and not less than 3 mils when using the method in Annex A1. Taper the thickness of the repair coating to match the original coating thickness at the edges of the cleaned section. Apply two coats of zinc rich paint containing a minimum of 65% zinc dust following repairs made in accordance with Annex A1. Where repairs are made in accordance with Annex A3, use zinc wire containing not less than 99.98 percent zinc.

**SECTION 722
BRIDGE RAILING**

722-2.01 BRIDGE RAILING. Delete and substitute the following:

Steel Tube Bridge Rail Elements	AASHTO A500, Grade B or C
Thrie-Beam Bridge Rail Elements	AASHTO M 180, Class B, Type II
Posts	ASTM A709, Grade 50
Machine Bolts, Cap Screws, Nuts and Washers	ASTM A307
High Strength Bolts	Subsection 716-2.03
Anchor Bolts and Rods	ASTM F3125, Grade A325 or ASTM A449, Type 1
Welded Studs	AASHTO M 169, Grade 1015 or 1020
Bent Anchor Rods	ASTM A709, Grade 36 or Grade 50
Shims, Plates, Plate Washers, Angles, Sleeves, and Scuppers	ASTM A709, Grade 50
Guardrail Connection Plate	ASTM A709, Grade 50
Beveled Washers and Tapered Plate Washers	ASTM F436
Galvanize steel portions of railing after fabrication.	AASHTO M 111 or M 232 and Subsection 716-2.07

Delete Section 724 in its entirety and substitute the following:

12/10/20 (N51)

**SECTION 724
SEED**

724-2.01 DESCRIPTION. This specification provides the requirements for grass seed, used to provide a living vegetative cover.

724-2.02 MATERIALS. Furnish seed true of genus and species. Meet applicable requirements of the State of Alaska *Seed Regulations*, Alaska Administrative Code, Title 11, Chapter 34 (11 AAC 34), and the Federal Seed Act, 7 CFR Part 201. Seed shall meet or exceed the percentages of purity and germination as specified in Table 724-1.

The Contractor may propose an alternate seed mix to the Engineer. Alternate seed mix proposals must include confirmation that the Alaska Plant Materials Center finds the proposed seed mix suitable for use on the project, and that the vendor can provide the proposed seed mix in quantities adequate for the project. The Engineer will determine the acceptability of the proposed alternate for use on the project.

Grass seed shall be furnished in standard containers on which shall be shown the following information:

- (1) common accepted name of the specie (kind) and cultivar (variety) of the seed;
- (2) country or state where the seed was grown;
- (3) total percentage by weight of pure seed;
- (4) total percentage by weight of all weed seed;
- (5) total percentage by weight of inert matter;
- (6) total percentage by weight of other crop seed;
- (7) name and approximate number per pound of each kind of restricted noxious weed seed;
- (8) percentage of germination of the seed, together with the month and year the seed was tested;
- (9) percentage of hard seed, if any is present;
- (10) name and address of the person labeling the seed or selling, offering, or exposing the seed for sale within the state; and
- (11) lot number or other lot identification.

If furnished as a premixed seed, the containers shall state that the seed is a mixture; the name of the species and cultivars of seed; and total percentage by weight of each species of seed present in order of predominance; and the information listed above: (4), (5), (7), (8), (10) and (11).

Furnish seed certified to be free of prohibited noxious weeds or quarantined pests, and certified to contain no more than the maximum allowable tolerances for restricted noxious weeds, according to 11 AAC 34. Prohibited and restricted noxious weeds are listed in 11 AAC 34.020, and can be viewed at the following URL: <http://plants.alaska.gov/invasives/noxious-weeds.htm>

Seed found to contain prohibited noxious weeds or quarantined pests will be rejected, according to 11 AAC 34.020(a) and 11 AAC 34.105 through 34.180, respectively.

Seed found to contain restricted noxious weed seed in excess of the maximum allowable tolerance per pound will be rejected, according to 11 AAC 34.020(b).

The Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory. Seed that has not been tested within nine (9) months shall be rejected. The Contractor shall not remove tags from the seed containers. Seed containers that do not have tags shall be rejected. Discrepancies in the lot numbers listed on the statement to the lot numbers indicated on the tags of the seed containers shall be grounds for rejection. Seed

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which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected seed from the project premises.

TABLE 724-1
SEEDING REQUIREMENTS

SPECIES (KIND)	CULTIVAR (VARIETY)	PERCENT PURITY	PERCENT GERMINATION	PURE LIVE SEED (PERCENT PURITY X PERCENT GERMINATION)
American Sloughgrass	Egan	90	80	72
Annual Ryegrass	---	85	80	68
Alpine Bluegrass	Gruening	90	90	81
Beach Wildrye	Benson, Reeve	95	40	38
Bering Hairgrass	Norcoast	95	75	71
Bluejoint	Sourdough	95	75	71
Brome	Manchar, Polar	90	80	72
Glaucous Bluegrass	Tundra	95	80	76
Kentucky Bluegrass	Merion, Nugget, Park	95	80	76
Perennial Ryegrass	---	85	80	68
Polargrass	Alyeska, Kenai	95	75	71
Red Fescue	Arctared, Boreal, Pennlawn	98	80	78
Timothy	Climax, Engmo	95	90	85
Tufted Hairgrass	Nortran	95	75	71
Wheatgrass	Wainwright	95	85	81

**SECTION 725
FERTILIZER**

01/20/15 (N52)

725-2.02 MATERIALS. *Add the following:* Fertilizer which has become wet, moldy or otherwise damaged in transit or storage will not be accepted. The Contractor shall immediately remove rejected fertilizer from the project premises.

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**SECTION 727
SOIL STABILIZATION MATERIAL**

8/02/2018 (N54)

727-2.01 MULCH. Delete this subsection in its entirety and substitute the following: All mulch, excluding trace mulch, shall provide 100% ground coverage. Apply mulch at the manufacturer's recommended application rate and increase as needed to achieve 100% ground coverage. All mulch, including trace mulch, shall meet one of the following:

1. Wood Cellulose Fiber or Natural Wood Fiber. Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials, or from newsprint, corrugated cardboard, or a combination of these processed materials. Fiber shall not contain any rock, metal, or plastic. Fiber shall be treated with a green dye nontoxic to plant and animal life to facilitate inspection of the placement of the material. Fiber shall be manufactured in such a manner that after addition and agitation in slurry tanks with water, the fibers in the material will become uniformly suspended to form a homogenous slurry. When hydraulically sprayed on the ground, the material shall allow the absorption and percolation of moisture. The organic matter content shall be at least 90 percent on an oven-dry basis. The moisture content shall be no more than 15 percent as determined by oven dried weight. Each package of the cellulose fiber shall be marked by the manufacturer to show the dried weight. Product must be nontoxic to plant and animal life.

Wood Cellulose Fiber or Natural Wood Fiber may be used to stabilize slopes flatter than 4H:1V. On slopes 4H:1V or steeper Wood Cellulose Fiber or Natural Wood Fiber may be used if an approved tackifier is used, in addition to Wood Cellulose Fiber or Natural Wood Fiber, according to the Manufacturer's recommendations. Wood Cellulose Fiber or Natural Wood Fiber may not be used after August 1.

2. Wood Strand. Wood Strand shall be a blend of loose, long, thin wood pieces derived from native conifer or deciduous trees with high length to width ratio. A minimum of 95-percent of the wood strands shall have lengths between 2 and 10 inches, with a width and thickness between 1/16 and 3/8 inches. Wood Strand shall not contain resin, tannin, or other compounds in quantities that are detrimental to plant life. Sawdust or wood shavings shall not be used as Wood Strand. Wood Strand may be used on slopes flatter than 4H:1V. Wood Strand may not be used after August 1.
3. Straw. All straw material shall be in an air dried condition, free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable. Straw shall be suitable for spreading with mulch blower equipment. Straw may be used on slopes flatter than 4H:1V. Straw may not be used after August 1.
4. Bonded Fiber Matrix (BFM). The BFM shall be a hydraulically-applied blanket/mulch/covering composed of long strand, thermally processed wood fibers and crosslinked, hydro-colloid tackifier. The BFM may require a 24-48 hour curing period to achieve maximum performance. Once cured, the BFM shall form an intimate bond with the soil surface to create a continuous, absorbent, flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth. BFM may be used to stabilize slopes between 2H:1V and 4H:1V. BFM may be used after August 1.
5. Fiber Reinforced Matrix (FRM). The FRM shall be a hydraulically-applied, flexible erosion control blanket/mulch/covering composed of long strand, thermally processed wood fibers, crimped, interlocking fibers and performance enhancing additives. The FRM shall require no curing period and upon application shall form an intimate bond with the soil surface to create a continuous, porous, absorbent and erosion resistant blanket that allows for rapid germination and accelerated plant growth. FRM may be used to stabilize slopes 2H:1V and steeper. FRM may be used after August 1.

A list of pre-approved products can be found in Table 1.

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Table 1. Pre-Approved Mulch Products List

Product Name	Product Type	Manufacturer
Astro-Mulch	Wood Cellulose Fiber	Thermo-Kool Inc. Wasilla, AK
Fibermulch	Wood Cellulose Fiber	Thermo-Guard Insulation, Spokane, WA
NaturesOwn High Density Paper Hydroseeding Mulch	Wood Cellulose Fiber	Hamilton Manufacturing, Inc., Twin Falls, ID
Hydro-Spray	Wood Cellulose Fiber	National Fiber, Belchertown, MA
EcoFibre	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
EcoFibre plus Tack	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
Terra Novo Wood Fiber Plus Tackifier	Natural Wood Fiber	Terra-Novo Inc. Bakersfield, CA
Conwed Fiber 1000	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
Rainier Fiber plus Tack	Natural Wood Fiber	Fiber Marketing International, Spokane, WA
Terra Wood with Tack	Natural Wood Fiber	Profile Products LLC, Buffalo Grove, IL
Excel Fibermulch II	Natural Wood Fiber	American Excelsior Co., Rice Lake, WI
Mat-Fiber Plus	Natural Wood Fiber	Mat, Inc., Floodwood, MN
Mat-Fiber	Natural Wood Fiber	Mat, Inc., Floodwood, MN
EcoAegis	Bonded Fiber Matrix (BFM)	Profile Products LLC, Buffalo Grove, IL
ProMatrix Engineered Fiber Matrix	Bonded Fiber Matrix (BFM)	Profile Products LLC, Buffalo Grove, IL
Verdyol Virgin BFM	Bonded Fiber Matrix (BFM)	Erosion Control Blankets, Manitoba, Canada
Rainier Fiber Bonded Fiber Matrix	Bonded Fiber Matrix (BFM)	Fiber Marketing International, Spokane, WA
Profile Hydro-Blanket BFM	Bonded Fiber Matrix (BFM)	Profile Products LLC, Buffalo Grove, IL
Soil Guard	Bonded Fiber Matrix (BFM)	Mat, Inc., Floodwood, MN
Flexterra FGM	Fiber Reinforced Matrix (FRM)	Profile Products LLC, Buffalo Grove, IL
Flex Guard	Fiber Reinforced Matrix (FRM)	Mat, Inc., Floodwood, MN
Hydra CX	Fiber Reinforced Matrix (FRM)	Tensar North American Green Poseyville, IN

Add the following section:

**SECTION 732
POLYESTER CONCRETE**

732-1.01 SCOPE. Polyester concrete for use in bridge deck overlays composed of polyester resin binder, HMWM resin, and aggregate.

732-2.01 POLYESTER RESIN BINDER. Use an unsaturated isophthalic polyester-styrene co-polymer resin that meets the requirements of Table 732-1.

**TABLE 732-1
POLYESTER RESIN BINDER**

PROPERTY	REQUIREMENT	TEST METHOD
Viscosity ^a	75 to 200 cps (20 rpm at 77° F)	ASTM D2196
Specific Gravity ^a	1.05 to 1.10 at 77° F	ASTM D1475
Elongation	35 percent, minimum Type I specimen, 0.25 ± 0.03 inch thick Rate = 0.45 inch/minute	ASTM D638
Conditioning	18 hours/77° F/50% + 5 hours/158° F	ASTM D618
Tensile Strength	2,500 psi minimum	ASTM D638
Conditioning	18 hours/77° F /50% +5 hours/158° F	ASTM D618
Styrene Content ^a	45% to 50% by weight	ASTM D2369
Static Volatile Emission ^a	60 gram/sq m loss, maximum	SCAQMD Method 309-91

^aPerform test before adding initiator.

The polyester resin binder:

- a. Contains not less than 1 percent by weight gamma-methacryloxypropyltrimethoxysilane, an organosilane ester silane coupler.
- b. Is used with a promoter compatible with suitable methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP) initiators.

Polyester resin binder will be accepted based on submittal of a Manufacturer's Certificate of Compliance conforming to Subsection 106-1.05.

732-2.02 HIGH MOLECULAR WEIGHT METHACRYLATE (HMWM) RESIN. Use a HMWM resin that meets the requirements of Table 732-2. Use a promoter/initiator system for the HMWM resin consisting of a metal drier and peroxide.

**TABLE 732-2
HMWM RESIN**

PROPERTY	REQUIREMENT	TEST METHOD
Flash Point	180°F, minimum	ASTM D93 or ASTM 3278
Tack-Free Time	400 minutes, maximum	California Test 551
Volatile Content ^a	30%, maximum	ASTM D2369

^aPerform test before adding initiator.

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HMWM resin will be accepted based on submittal of a Manufacturer's Certificate of Compliance conforming to Subsection 106-1.05.

732-2.03 AGGREGATE.

1. Fine aggregate according to Subsection 703-2.01 or the polyester concrete manufacturer's recommendations.
2. Coarse aggregate according to Subsection 703-2.02 or the polyester concrete manufacturer's recommendations.
3. Sand for abrasive finish according to the polyester concrete manufacturer's recommendations.

APPENDIX A

PERMITS

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DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
P.O. BOX 35066
FORT WAINWRIGHT, ALASKA 99703

October 17, 2022

Regulatory Division
POA-2022-00403

Mr. Brett Nelson
Alaska Department of Transportation and Public Facilities
2301 Peger Road
Fairbanks, Alaska 99707

Dear Mr. Nelson:

This is in response to your August 29, 2022, application for a Department of the Army (DA) permit to discharge 485 cubic yards of fill material into 0.31-acres Noyes Slough during construction activities to replace the existing bridge and water utility line. The existing 103-foot long, 36-foot-wide tow-span bridge would be replaced with a single span, 100-foot by 42.33 foot wide, concrete-decked bulb-tee girder bridge. The center pier would be removed and sheet pile abutments armored with riprap would be installed at both ends of the new bridge. The bridge would be shifted 2 feet to the west to accommodate the wider bridge. The project would replace two water utility lines on the downstream side of the Noyes Slough Bridge by trenching and backfilling. The project site is located within Noyes Sough at Latitude 64.8612° N., Longitude 147.7615° W.; North Star Borough, in Fairbanks, Alaska.

DA authorization is necessary because your project will placement 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 1-6), dated February 2, 2022, August 11, 2022, and August 18, 2022, is authorized by Nationwide Permit (NWP) No. 3, Maintenance Activities. Enclosed is a copy of the NWP No. 3, as well as the Regional and General Conditions. These documents are also available on our website at:

www.poa.usace.army.mil/Missions/Regulatory/Permits/Nationwide-Permits/. Regional Conditions C-Activities Involving Trenching; 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. 3.

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 John.C.Sargent@usace.army.mil, by mail at the address above or by phone at (907) 347-1801 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 "John Sargent". The signature is written in a cursive, flowing style.

John Sargent
Project Manager

Enclosures

ENCLOSURE



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2022-00403

Name of Permittee: Mr. Brett Nelson, Alaska Department of Transportation and Public Facilities

Date of Issuance: October 17, 2022

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Mr. PM John Sargent at regpagemaster@usace.army.mil, or the following address:

U.S. Army Corps of Engineers
Alaska District
Regulatory Division
PO Box 35066
Fort Wainwright, Alaska 99703

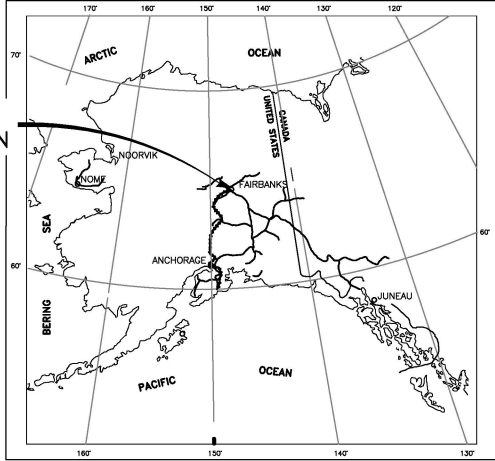
Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

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.

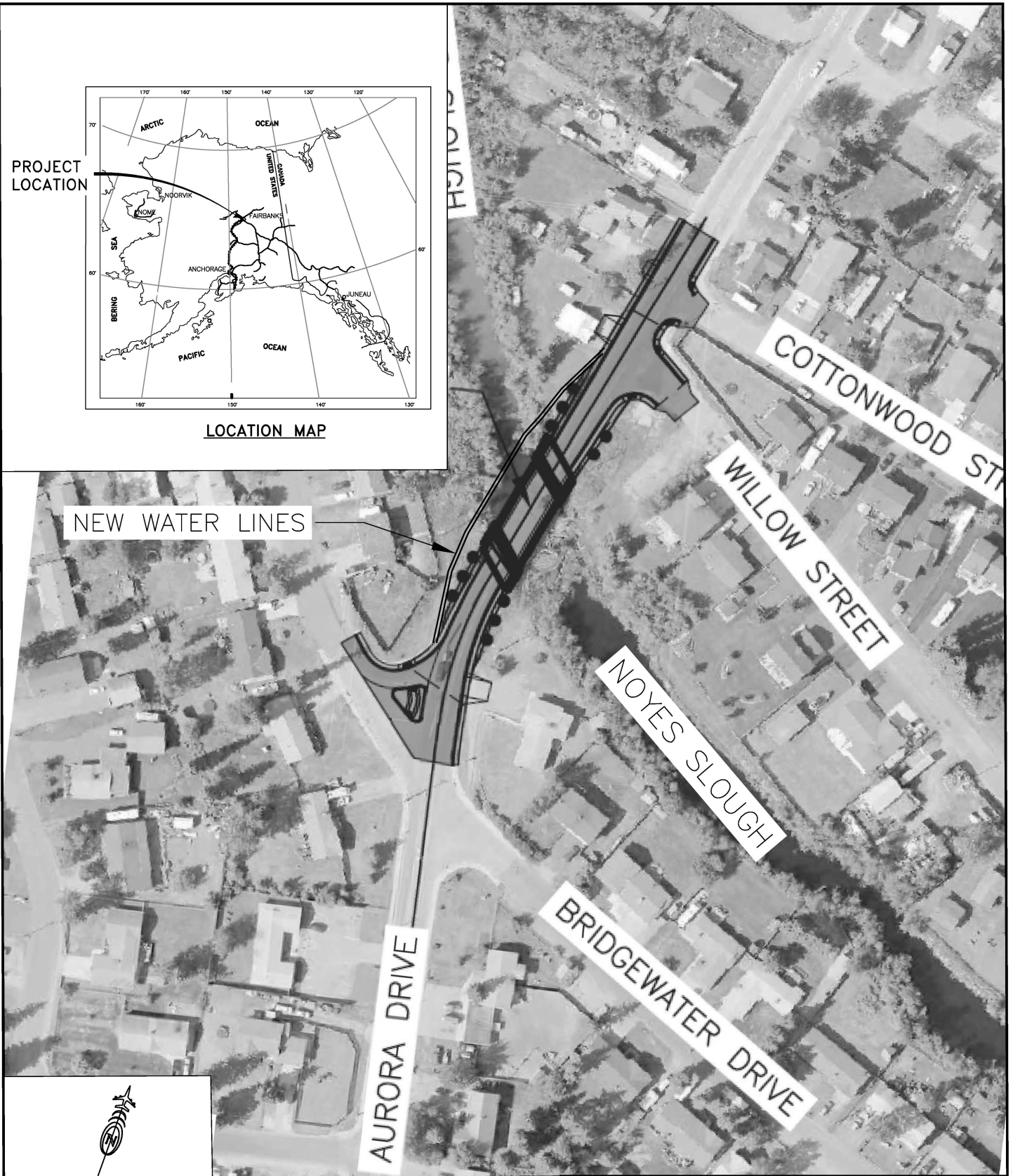
Signature of Permittee

Date

PROJECT LOCATION



LOCATION MAP



NEW WATER LINES

LOCATION AND VICINITY MAP
POA-2020-00353



NO SCALE
SEC. X, X & X, TXXN, RXXW & SEC. XX,
TXXN, RXXW XXX
USGS XXX (XX)

AURORA DRIVE NOYES SLOUGH
BRIDGE NO.29 REPLACEMENT

PROJECT NUMBER: NFWY00124/0629001
APPLICANT/AGENT: AK DOT&PF, NORTHERN REGION

LOCATION AND VICINITY MAP

DATE: 2/2/2022

SHEET: 1 OF 6

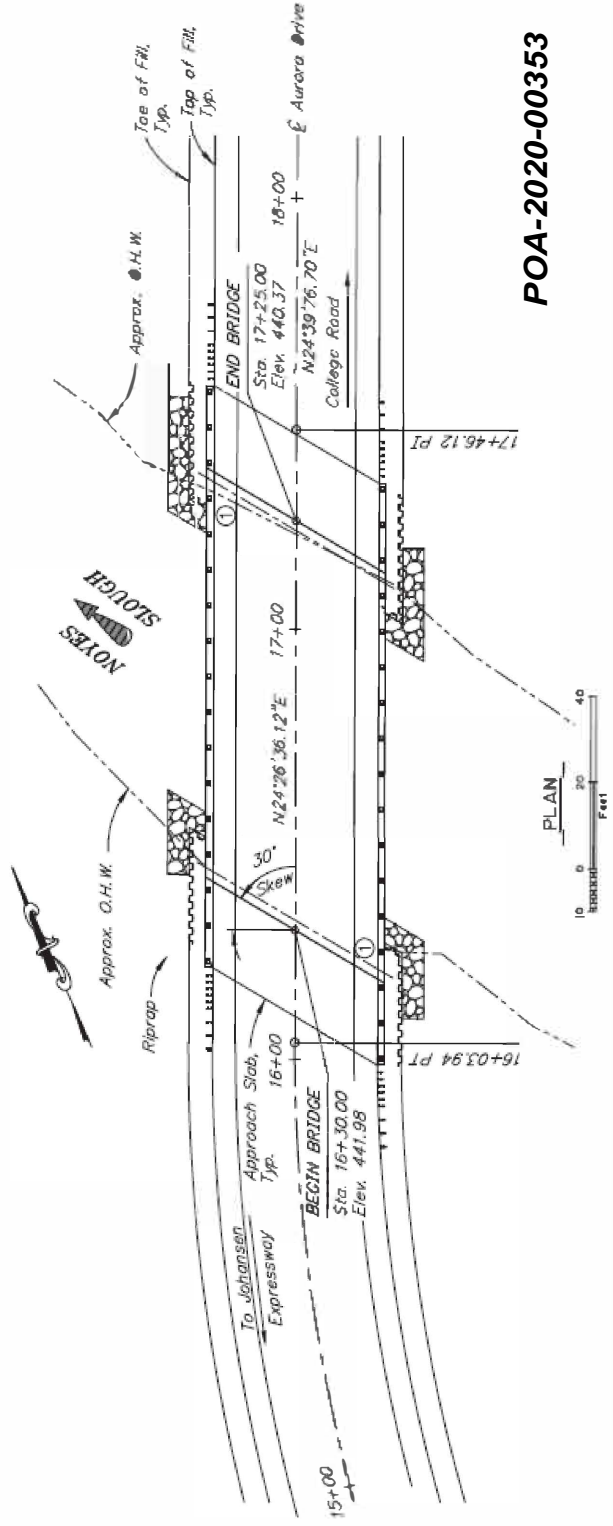
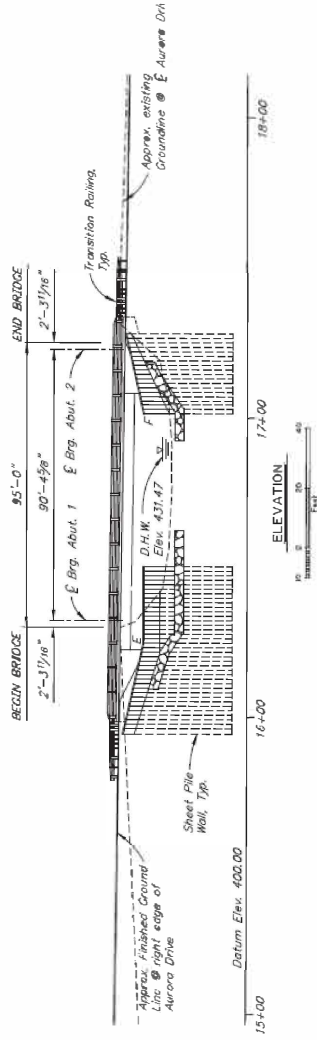
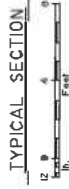
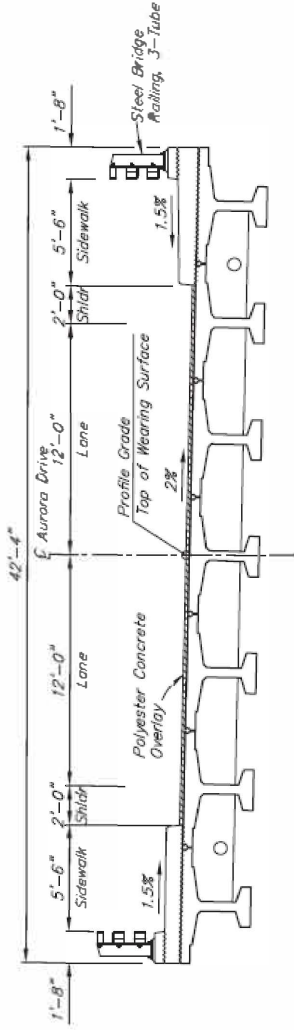
AURORA DRIVE NOYES SLOUGH BRIDGE NO.29 REPLACEMENT

PROJECT NUMBER: NFWY00124/0629001

APPLICANT/AGENT: AK DOT&PF, NORTHERN REGION

PROPOSED BRIDGE TYPICAL SECTION

DATE: 8/11/2022 SHEET: 2 OF 6



POA-2020-00353

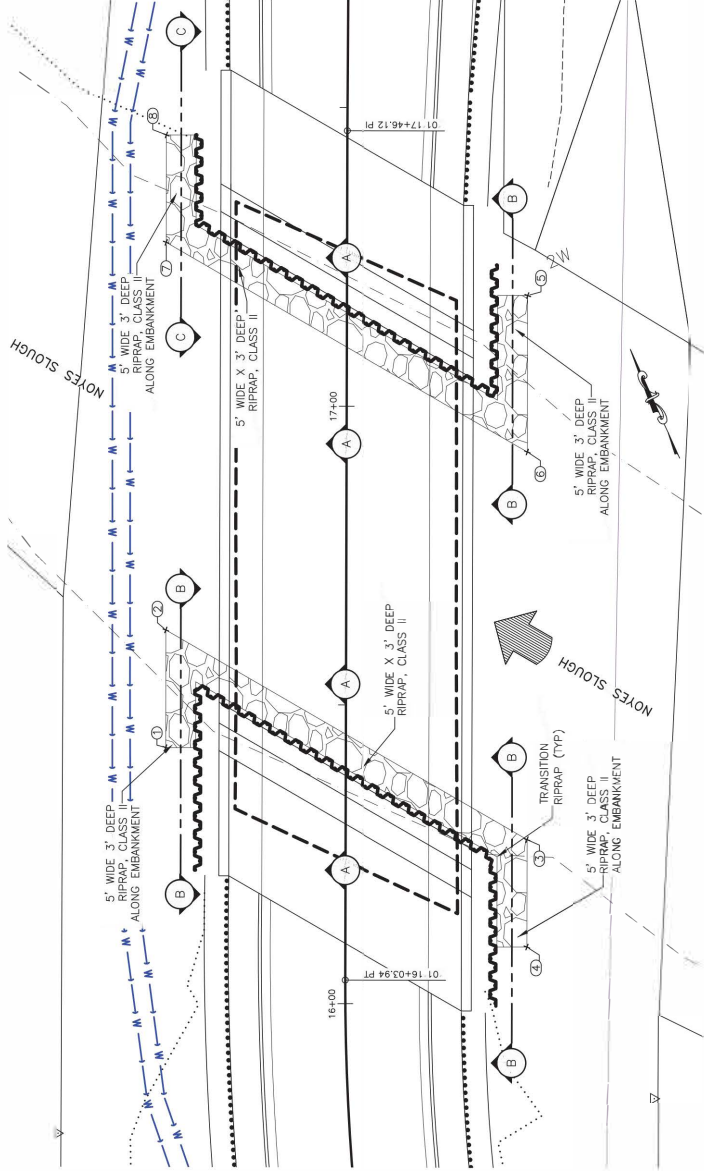
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PROJECT NUMBER: NFWHY00124/0629001

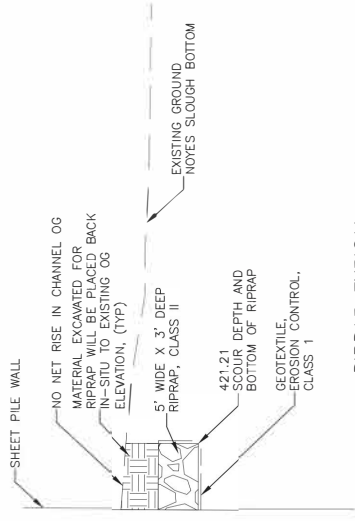
APPLICANT/AGENT: AK DOT&PF, NORTHERN REGION

RIPRAP DETAILS

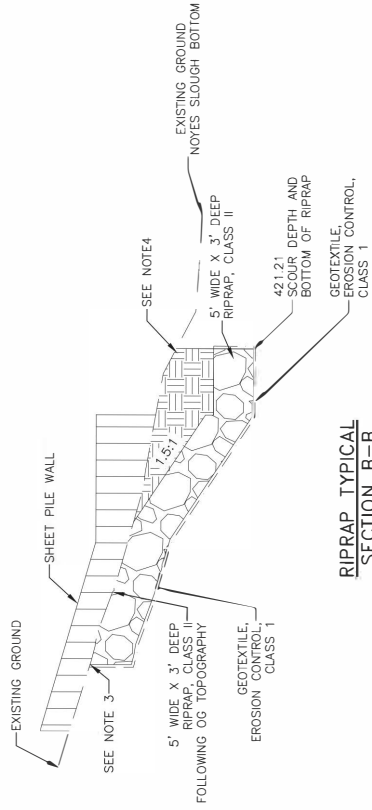
DATE: 8/18/2022 SHEET: 3 OF 5



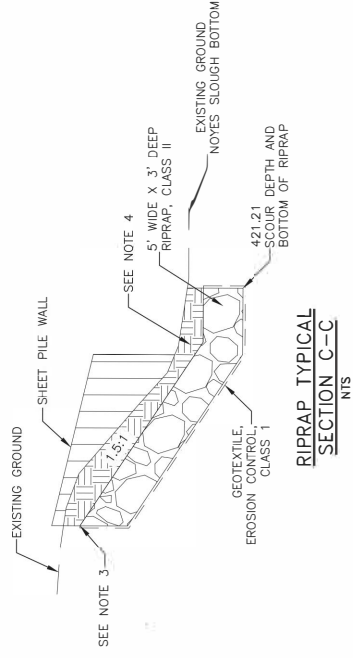
RIPRAP PLAN LAYOUT



RIPRAP TYPICAL
SECTION A-A
NTS



RIPRAP TYPICAL
SECTION B-B
NTS



RIPRAP TYPICAL
SECTION C-C
NTS

NOTES:

1. ALL ELEVATIONS ARE BASED ON NAVD88.
2. SECTION VIEWS ARE SCALED 1/16"=1'-0".
3. QUADRANTS AT ELEVATION 433.47 IN ALL BRIDGE QUADRANTS.
4. EXCAVATED MATERIAL WILL BE PLACED BACK IN ORIGINAL LOCATION. ALLOW NO NET RISE IN CHANNEL BOTTOM GRADE.

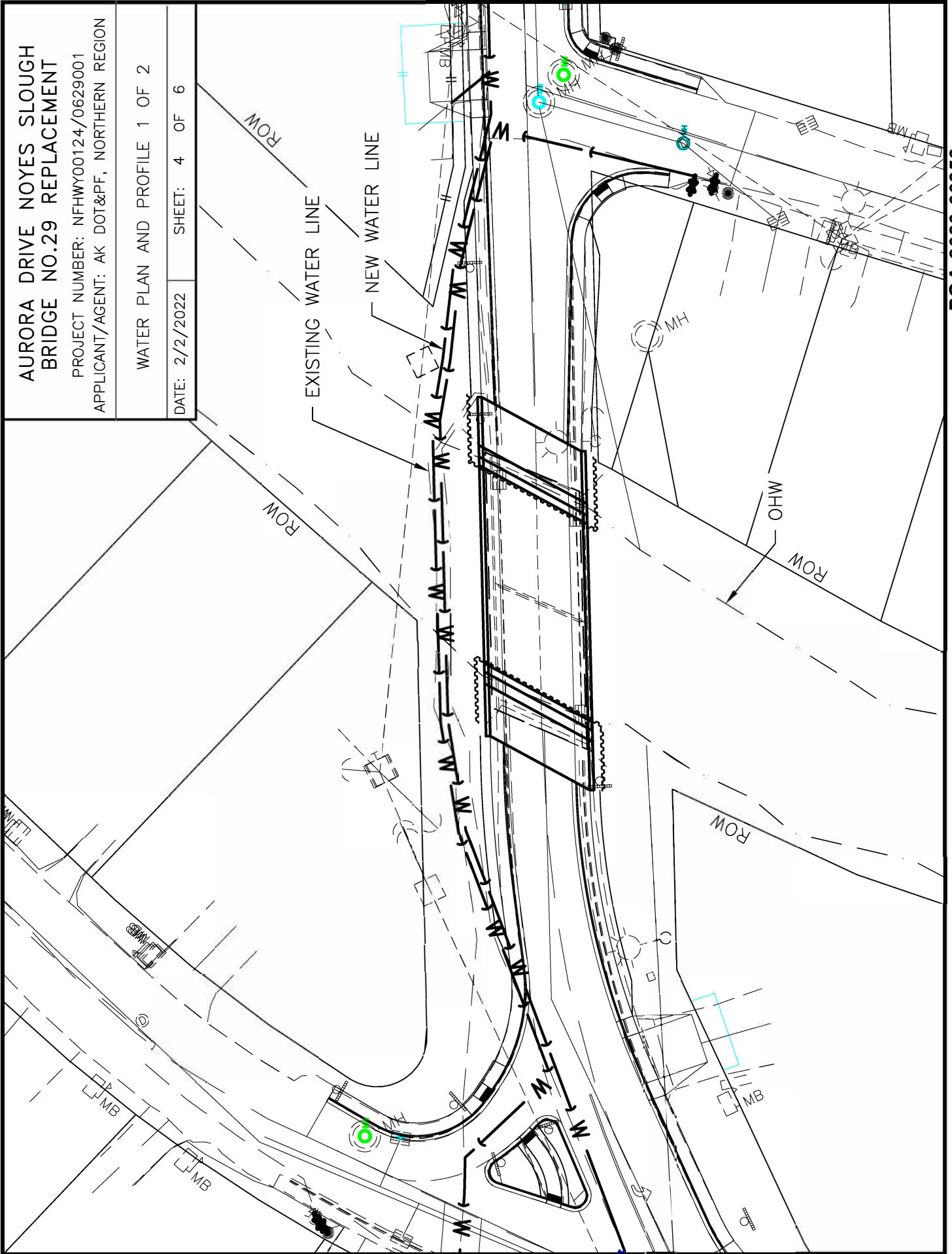
POA-2020-00353

**AURORA DRIVE NOYES SLOUGH
BRIDGE NO.29 REPLACEMENT**

PROJECT NUMBER: NFHWY00124/0629001
APPLICANT/AGENT: AK DOT&PF, NORTHERN REGION

WATER PLAN AND PROFILE 1 OF 2

DATE: 2/2/2022 SHEET: 4 OF 6

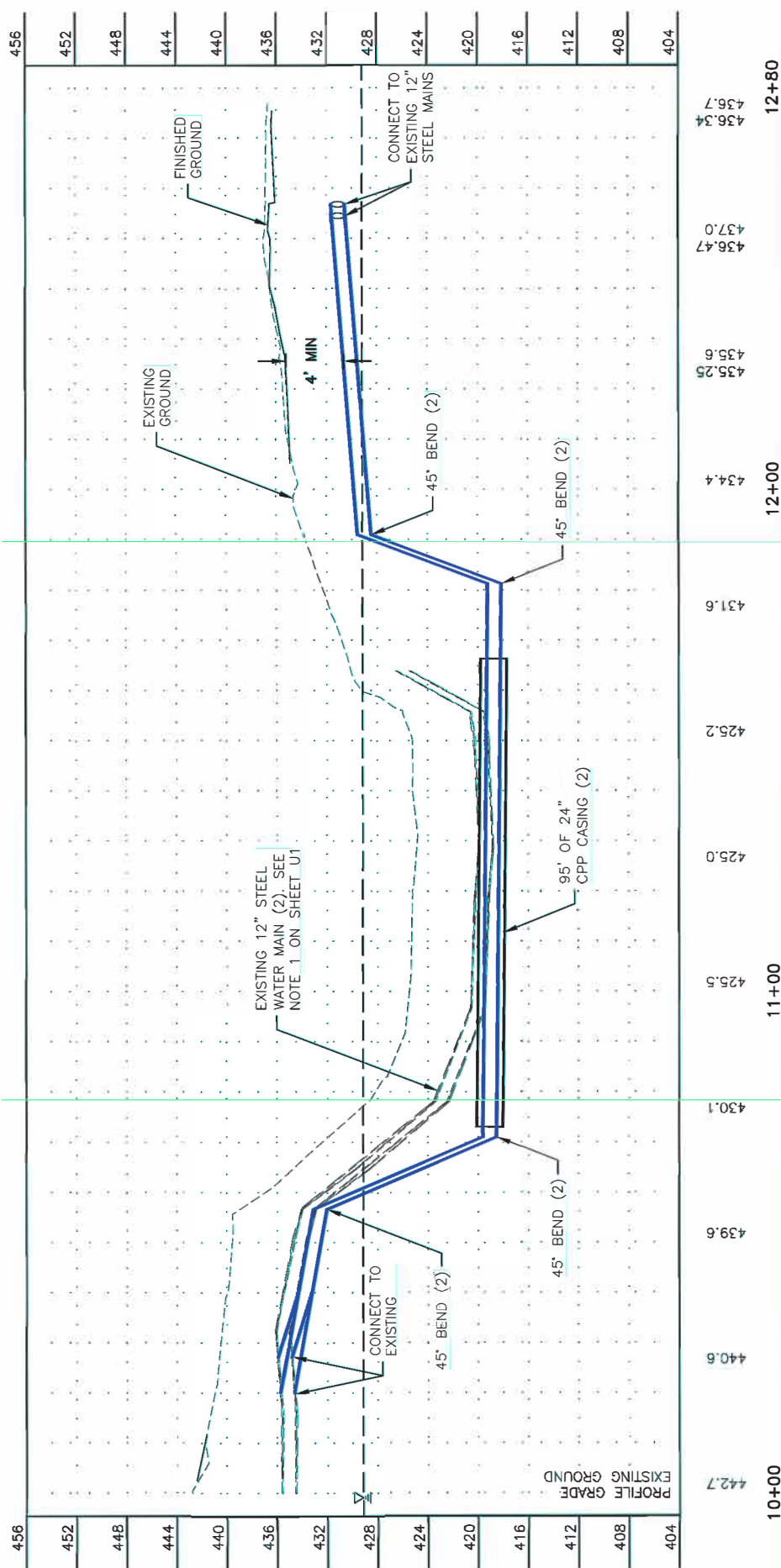


AURORA DRIVE NOYES SLOUGH BRIDGE NO.29 REPLACEMENT

PROJECT NUMBER: NFHWY00124/0629001
 APPLICANT/AGENT: AK DOT&PF, NORTHERN REGION

WATER PLAN AND PROFILE 2 OF 2

DATE: 2/2/2022 SHEET: 5 OF 6



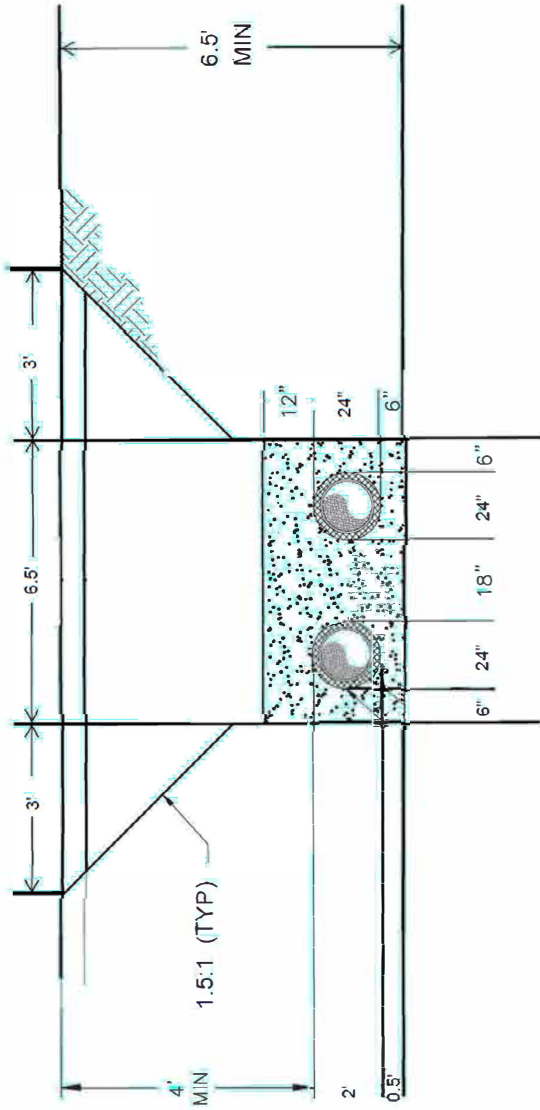
POA-2020-00353

**AURORA DRIVE NOYES SLOUGH
BRIDGE NO.29 REPLACEMENT**

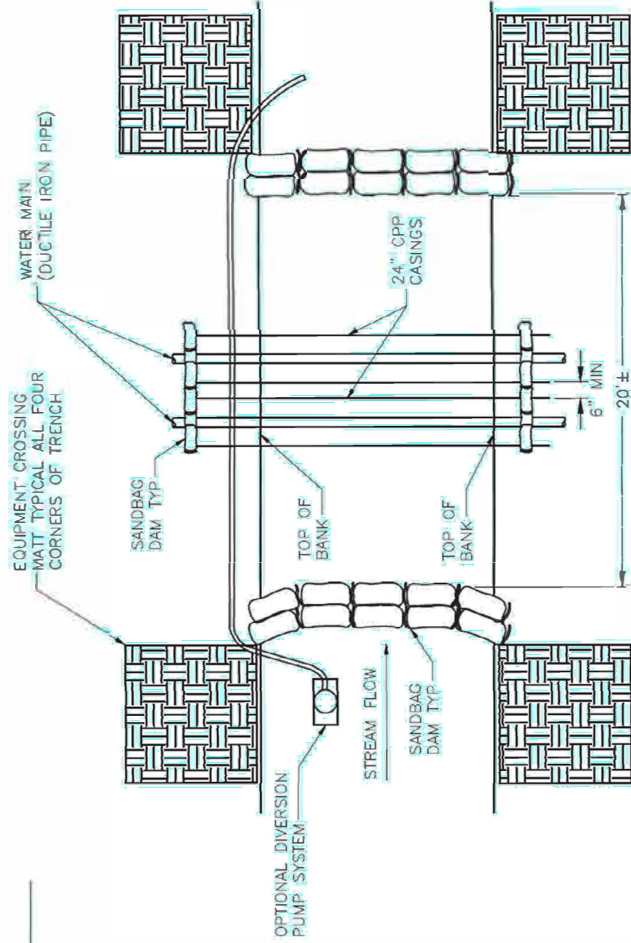
PROJECT NUMBER: NFWY00124/0629001
 APPLICANT/AGENT: AK DOT&PF, NORTHERN REGION

**TYPICAL TRENCH SECTION AND
SLOUGH CROSSING**

DATE: 2/2/2022 SHEET: 6 OF 6



TYPICAL
NTS



NOTES:

- TRENCHING ACROSS NOYES SLOUGH SHALL BE COMPLETED WHILE FROZEN, PRIOR TO SPRING BREAKUP.

POA-2020-00353

SLOUGH CROSSING

NTS

3. Maintenance

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

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.



ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM
PERMIT FOR STORM WATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS

FINAL – PERMIT

Permit Number: AKS053406

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501

In compliance with the provisions of the Clean Water Act (CWA), 33 U.S.C. §1251 *et seq.*, as amended by the Water Quality Act of 1987, P.L. 100-4; this permit is issued under provisions of Alaska Statutes 46.03; the Alaska Administrative Code (AAC) as amended; and other State laws and regulations. The

City of Fairbanks,
City of North Pole,
University of Alaska – Fairbanks, and
Alaska Department of Transportation and Public Facilities – Northern Regional Office
(hereinafter “co-permittees”)

are authorized to discharge from all municipal separate storm sewer system (MS4) outfalls existing as of the effective date of this permit to receiving waters, which include Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the United States within the Fairbanks Urbanized Area in accordance with the conditions and requirements set forth herein.

This permit shall become effective July 1, 2018

This permit and the authorization to discharge shall expire after June 30, 2023

The co-permittees must reapply for permit reissuance on or before January 1, 2023, 180 days before the expiration of this permit if the co-permittees intend to continue operation and discharges from the MS4s beyond the term of this permit.

Wade Strickland

Signature

Wade Strickland

Printed Name

May 11, 2018

Date

Program Manager

Title

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SCHEDULE OF SUBMISSIONS

The Schedule of Submissions summarizes some of the required submissions and activities the co-permittees must complete and submit to the Alaska Department of Environmental Conservation (the Department or DEC) during the term of this permit. The co-permittees are responsible for all submissions and activities even if they are not summarized below.

Table 1: Schedule of Submissions – Storm Water Management Program

Part of Permit	Storm Water Management Program Component	Compliance Date	Responsibility
General Requirements			
1.5.3	Submit to DEC a copy of the updated intergovernmental Cooperative Agreement signed by all four co-permittees.	Within three months of the effective date of this permit.	Each co-permittee must sign this agreement.
Storm Water Management Program Requirements (40 CFR §122.34)			
2.0	Continue to implement and enforce a Storm Water Management Program (SWMP) document as implemented within each jurisdiction, and included in the Annual Report.	Ongoing, with annual revisions.	All co-permittees shall work together to accomplish.
Public Education and Outreach (40 CFR §122.34(b)(1))			
3.1	Continue current public education program for local communities. (3.1.1)	Ongoing, with documented outreach at least once per year.	All co-permittees shall work together to accomplish these tasks.
	Distribute storm water educational materials to target audiences. (3.1.2)	Ongoing, with documented outreach at least once per year.	
	Prepare and distribute outreach material to local print and broadcast media. (3.1.3)	Ongoing, with documented outreach at least once per year.	
	Document the SWMP information related to the control measure in the Annual Report. (3.1.4)	Annually.	
Public Involvement and Participation (40 CFR §122.34(b)(2))			
3.2	Maintain a Storm Water Advisory Committee to coordinate and advise SWMP activities on a regularly scheduled basis (3.2.3)	Quarterly.	Each co-permittee shall contribute to these joint projects.
	Continue to implement a storm drain stenciling program. (3.2.4)	Annually.	
	Organize and host one “Stream Clean Up Day” event. (3.2.5)		Fairbanks, North Pole (University of Alaska – Fairbanks, and the Alaska Department of Transportation and Public Facilities will assist).
	Organize and coordinate an on-going Volunteer Monitoring Program and Adopt-a-Stream Program. (3.2.6)		Each co-permittee shall contribute to these joint projects.
	Document the SWMP information related to the control measure in the Annual Report. (3.2.7)		Each co-permittee will contribute to these joint projects.

Table 1: Schedule of Submissions – Storm Water Management Program

Part of Permit	Storm Water Management Program Component	Compliance Date	Responsibility
<i>Illicit Discharge Detection and Elimination (40 CFR §122.34 (b)(3))</i>			
3.3	Review and implement a program to detect and eliminate illicit discharges to the MS4(s) in SWMP documentation. Describe system for tracking information on illicit discharge discovery and response in SWMP documentation. (3.3.1)	Annually.	Each co-permittee responsible for planning, sampling, and tracking information in its jurisdiction.
	Review and update inventory and map of industrial facilities and activities. (3.3.2)		Each co-permittee responsible within its jurisdiction.
3.3	Review effectiveness of ordinance or other control measure to prohibit illicit discharges to the MS4s, prohibit any specific non-storm water discharge, if necessary. (3.3.3 & 3.3.4)	Annually.	Each co-permittee responsible within its jurisdiction.
	Inform the public, et al, of the hazards associated with illegal discharges and improper waste disposal to the MS4. (3.3.5)		
	Review and update a comprehensive storm sewer map. (3.3.6)		
	Complete dry weather field screening for non-storm water from 100% of all outfalls (3.3.7)	Within the five years of the effective date of the permit.	Each co-permittee is responsible for screening their outfalls.
	Document the SWMP information related to the control measure in the Annual Report. (3.3.8)	Annually.	Each co-permittee shall contribute to this joint project.
<i>Construction Site Storm Water Runoff (40 CFR §122.34(b)(4))</i>			
3.4	Review and implement construction site runoff control program for sites disturbing one or more acres of land. (3.4.1)	Annually.	Each co-permittee responsible within its jurisdiction.
	Maintain an ordinance or other control measure to require construction site operators to practice erosion, sediment and waste control. (3.4.3)		Each co-permittee responsible for adoption and implementation within its jurisdiction.
	Publish and distribute written requirements for construction site best management practices. (3.4.4)		Each co-permittee (Co-permittees may develop joint documents).
	Review and implement procedures for reviewing site plans and receiving public comment. (3.4.5)		Each co-permittee.
	Review and implement procedures for site inspection and enforcement. (3.4.6)		Each co-permittee.
	Conduct training for contractors / developers /engineers on the construction ordinance(s) and BMP requirements. (Part 3.4.7)	Biennially	Each co-permittee responsible for participating in the training.
3.4	Document SWMP information related to the control measure in the Annual Report. (3.4.8)	Annually.	Each co-permittee will contribute to this joint project.
<i>Post-Construction Storm Water Management (40 CFR §122.34(b)(5))</i>			
3.5	Review and implement a program to address post-construction runoff from new development and redevelopment. (3.5.1)	Annually.	Each co-permittee is responsible for the development and implementation.
	Conduct a workshop for developers and engineers. (3.5.5)	Biennially.	Each co-permittee shall contribute to this joint project.

Table 1: Schedule of Submissions – Storm Water Management Program

Part of Permit	Storm Water Management Program Component	Compliance Date	Responsibility
3.5	Review and implement a strategy that provides incentives for the increased use of Green Infrastructure/LID technique(s) or practice(s) in private and public sector development projects.(3.5.6)	Within the first year of the effective date of the permit.	Each co-permittee will contribute to this joint project.
	Inventory and map locations of all permittee-owned and privately owned snow disposal sites that discharge to the MS4 or receiving waters. (3.5.7)	Annually.	
	Evaluate whether to protect water quality by explicitly regulating operation of private snow disposal sites through ordinance or other regulatory mechanism and include document in corresponding annual report. (3.5.7.1)	Within two years of the effective date of the permit	
	Document SWMP information related to the control measure in the Annual Report.(3.5.8)	Annually.	
<i>Pollution Prevention/Good Housekeeping (40 CFR §122.34(b)(6))</i>			
3.6	Review and implement an operation and maintenance program to prevent pollutant runoff from municipal activities. (3.6.1)	Annually.	Each co-permittee is responsible for evaluating their own practices, developing guidance for operational effectiveness and conveying that information to their maintenance personnel. Co-permittees may work together to accomplish these objectives.
	Maintain appropriate training for municipal personnel provided annually after initial offering. (3.6.2),		
	Document SWMP information related to the control measure in the Annual Report. (3.6.4)		Each co-permittee shall contribute to this joint project.
<i>MONITORING, EVALUATION, RECORD KEEPING, AND REPORTING REQUIREMENTS</i>			
4.1.2	Provide monitoring results with the Annual Report.	Annually.	Each co-permittee shall contribute to this joint project.
4.1.3	Submit a current Monitoring Program Plan that includes a Quality Assurance Project Plan (QAPP) for all analytical monitoring to be conducted.	Within 180 days of the effective date of the permit.	
4.1.5	Conduct storm water outfall monitoring.	2 times/year	
4.2	Conduct a SWMP overall program effectiveness assessment and document in the Annual Report.	Annually.	
4.3	Submit an Annual Report comprised of a summary annual report and a detailed annual report.		

1.0 APPLICABILITY

1.1 Introduction

The City of Fairbanks, City of North Pole, University of Alaska Fairbanks, and Alaska Department of Transportation and Public Facilities (co-permittees) were issued a Phase II National Pollutant Discharge Elimination System (NPDES) permit #AKS053406 from the U.S. Environmental Protection Agency (EPA) on June 1, 2005. In October 2009, EPA transferred authority to administer the APDES program to DEC. When the permit expired in May 2010, DEC administratively extended the permit pursuant to 18 AAC 83.155(c) until it was reissued on June 10, 2013. Since this inception date the co-permittees are authorized to discharge storm water to Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the United States as defined in Part 1.2 *Permit Coverage Area* from Part 1.3 *Discharges Authorized Under this Permit*.

1.2 Permit Coverage Area

This permit covers all areas within the boundaries of the Fairbanks Urbanized Area, which are served by the MS4 owned or operated-by the co-permittees.

1.3 Discharges Authorized Under this Permit

During the effective term of this permit, the co-permittees are authorized to discharge storm water to waters of the United States from: (1) all portions of the MS4s owned and operated by the City of Fairbanks, City of North Pole, the University of Alaska–Fairbanks, and (2) the portions of the MS4 with State of Alaska rights-of-way located within the boundaries of the Fairbanks Urbanized Area, which are owned or operated by the Alaska Department of Transportation and Public Facilities, subject to the conditions set forth herein. This permit also authorizes the discharge of storm water commingled with flows contributed by process wastewater, non-process wastewater, and storm water associated with industrial activity, provided that the storm water in these flows is only commingled with those categories of allowable non-storm water discharges set forth in Part 1.4 of this permit.

1.4 Limitations on Permit Coverage

- 1.4.1 **Non-Storm Water Discharges.** Co-permittees are not authorized to discharge non-storm water, except where such discharges satisfy one of the following three conditions:
 - 1.4.1.1 The non-storm water discharges are in compliance with a separate Alaska Pollutant Discharge Elimination System (APDES) permit; or
 - 1.4.1.2 The non-storm water discharges result from a spill and:
 - 1.4.1.2.1 Are the result of an unforeseen weather event where reasonable and prudent measures have been taken to minimize the impact of such discharge; or
 - 1.4.1.2.2 Consist of emergency discharges required to prevent imminent threat to human health or severe property damage, provided that reasonable and prudent measures have been taken to minimize the impact of such discharges; or
 - 1.4.1.3 The non-storm water discharges satisfy each of the following two conditions:
 - 1.4.1.3.1 The discharges consist of uncontaminated water line flushing, landscape irrigation (provided all pesticides, herbicides and fertilizer have been applied in accordance with manufacturer's instructions), diverted stream flows, rising ground waters,

uncontaminated ground water infiltration (as defined at 40 CFR§ 35.2005(20)), uncontaminated pumped ground water, discharges from potable water sources, foundation and footing drains, air conditioning condensate, irrigation water, springs, water from crawlspace pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street and pavement wash water where no detergents are used and no spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed), routine external building wash waters without detergents, and flows from emergency firefighting activities; and

1.4.1.3.2 The discharges are not sources of pollution to waters of the United States. A discharge is considered a source of pollution to waters of the United States if it:

- 1.4.1.3.2.1 Causes excessive foam in the receiving waters or contains floating and/or settleable solids in amounts sufficient to make the water unsafe or unfit for providing water supply or other beneficial uses;
- 1.4.1.3.2.2 Contains oil or other substances in amounts sufficient to create a visible film or sheen on the receiving waters;
- 1.4.1.3.2.3 Contains substances that are in amounts sufficient to be unsightly or deleterious or which produce color, odor, or other conditions to such a degree as to create a nuisance;
- 1.4.1.3.2.4 Contains any substance or combination of substances in amounts sufficient to be acutely toxic to, or to otherwise severely injure or kill, aquatic life, other animals, plants or humans; or
- 1.4.1.3.2.5 Contains any substances or combination of substances that will cause or contribute to the growth of aquatic plants or algae to such degree as to create a nuisance, be unsightly, or otherwise impair the designated use.

1.4.2 **Discharges Threatening Water Quality.** Co-permittees are not authorized to discharge storm water that the DEC determines will cause or have the reasonable potential to cause or contribute to violations of water quality standards (WQS, 18 AAC 70).

1.4.3 **Snow Disposal to Receiving Waters**

1.4.3.1 Co-permittees are not authorized to dispose of snow directly to waters of the United States, or directly to the MS4(s). Discharges from the co-permittee's snow disposal and snow management practices are authorized under this permit when such practices are operated using appropriate BMPs required in Part 3.6. BMPs may include detention basins, dikes, berms, ditches, and vegetative buffers. BMPs shall be designed, operated, and maintained to prevent and reduce pollutants in the discharges to the maximum extent practicable so as to avoid excursions above WQS.

1.4.4 **Discharges to Water Quality-Impaired Receiving Waters**

1.4.4.1 For the purposes of this Permit, the CWA §303(d) listed water bodies are those cited in the Final DEC 2010 Integrated Report – the Noyes Slough, Chena River, and Chena Slough. “Pollutant(s) of concern” refer to the pollutant(s) identified as causing or contributing to the water quality impairment. Pollutants of concern for the purposes of this Permit are: residues (in the form of debris), petroleum hydrocarbons, oil and grease, and sediment.

1.4.4.2 The co-permittees must conduct a storm water discharge monitoring program as required in Part 4.0.

- 1.4.4.3 The co-permittees' SWMP documentation must include a description of how the activities of each minimum control measure in Part 3.0 are implemented by the co-permittees to control the discharge of pollutants of concern and ensure that the MS4 discharges will not cause or contribute to an excursion above applicable WQS. This discussion must specifically identify how the co-permittees evaluates and measures the effectiveness of the SWMP to control the pollutants of concern. Consistent with Part 2.0, the co-permittees must update its description annually in subsequent Annual Reports.

1.5 Co-Permittees' Responsibilities

- 1.5.1 Each co-permittee is individually responsible for permit compliance related only to portions of the MS4 owned or operated solely by that co-permittee, and where this permit directs action or inaction by that named co-permittee.
- 1.5.2 Each co-permittee is jointly responsible for permit compliance:
 - 1.5.2.1 Related to portions of the MS4 where operational or storm water management program implementation authority has been transferred from one co-permittee to another in accordance with an enforceable intergovernmental cooperative agreement;
 - 1.5.2.2 Related to portions of the MS4 where co-permittees jointly own or operate a portion of the MS4; and
 - 1.5.2.3 Related to the submission of plans, reports, strategies, and assessments required by Parts 2.0, 3.0 and 4.0 of this permit.
- 1.5.3 The co-permittees must maintain an intergovernmental agreement describing each organization's respective roles and responsibilities related to this Permit. Any previously signed agreement may be updated, as necessary, to comply with this requirement. An updated intergovernmental agreement must be completed within 180 days from the effective date of this permit. A copy of the updated intergovernmental agreement must be submitted to the DEC with the 1st Year Annual Report.

2.0 STORM WATER MANAGEMENT PROGRAM (SWMP) REQUIREMENTS

2.1 Storm Water Management Program Document

The co-permittees shall prepare a joint SWMP document that reflects each co-permittee's unique program implementation.

- 2.1.1 No later than one year from the effective date of the permit, the co-permittees shall review, and revise as necessary their written documentation of the SWMP as implemented within their jurisdiction. The SWMP documentation must be organized according to the program components in Parts 3.0 and 4.0 of this permit. At a minimum, each co-permittee must include the following information:
 - 2.1.1.1 Ordinances or other regulatory mechanisms, providing the legal authority necessary to implement and enforce the requirements of this permit.
 - 2.1.1.2 A written outline describing how the co-permittees will implement the requirements of Parts 3.0 and 4.0 of this permit.

- 2.1.2 Each co-permittee must track the annual number of inspections, official enforcement actions, and types of public education activities and outcomes, as stipulated by the respective program requirement. Information summarizing these activities during the previous reporting period must be included in the Annual Report.
- 2.1.3 The SWMP document must be reviewed and updated at least annually and submitted with the Annual Report. The co-permittees shall provide one cohesive Annual Report that includes the SWMP actions and activities for each co-permittee referenced in the Annual Report.

2.2 General Requirements

- 2.2.1 **Reduce pollutants to the maximum extent practicable.** Co-permittees must implement and enforce a SWMP designed to reduce the discharge of pollutants from their MS4 to the maximum extent practicable to protect water quality in the receiving waters. The SWMP must include BMPs, control techniques, system design, engineering methods, and other provisions appropriate to control and minimize the discharge of pollutants from the MS4s.
- 2.2.2 The SWMP developed by the co-permittees and submitted to DEC covers the term of this permit and must be updated annually or as required by the Department to ensure compliance with Section 402(p)(3)(B) of the CWA, 33 U.S.C. §1342(p)(3)(B). Modifications to the SWMP must be made in accordance with Part 2.2.5.3 of this permit. The SWMP submitted to DEC by the co-permittees, and all approved updates made in accordance with Part 2.2.5.3 of this permit, are hereby incorporated by reference. All components and requirements of the SWMP are enforceable as conditions of this permit.
- 2.2.3 Co-permittees must submit any plan revisions or documents, which require review and approval by DEC to the Permitting Program address listed in Appendix A, Part 1.1.1, and in accordance with Parts 2.2.5.3 and/or 4.0 of this permit. Within 60 days of receipt of such plans or documents, DEC shall have the right to disapprove or require modifications to the plans or documents for approval.
- 2.2.4 **SWMP Elements.** The SWMP actions and activities are outlined through the minimum control measures in Part 3.0 and the assessment/monitoring requirements described in Part 4.1. Each co-permittee must implement their respective sections of the SWMP that provides:
 - 2.2.4.1 BMPs that are selected, implemented, maintained and updated to ensure that storm water discharges do not cause or contribute to an exceedance of an applicable numeric or narrative WQS; and
 - 2.2.4.2 Measurable Goals, including interim milestones, for each BMP.
- 2.2.5 **Shared Implementation with Outside Entities.** Implementation of one or more of the minimum measures may be shared with another entity who is not subject to this permit, or the entity may fully take over the measure. A co-permittee may rely on another entity only if:
 - 2.2.5.1 The other entity, in fact, implements the control measure;
 - 2.2.5.2 The control measure, or component of that measure, is at least as stringent as the corresponding permit requirement; and

- 2.2.5.3 The other entity agrees to implement the control measure on the co-permittee's behalf. A legally binding written acceptance of this obligation is required. The co-permittee must maintain this obligation as part of the SWMP description. If the other entity agrees to report on the minimum measure, the co-permittee must supply the other entity with the reporting requirements in Part 4.3 of this permit. The co-permittee remains responsible for compliance with the permit obligations.

2.3 Reviewing and Updating the Storm Water Management Program

- 2.3.1 Co-permittees must annually review the SWMP as part of the preparation of the Annual Report required under Part 4.3.
- 2.3.2 Co-permittees may request changes to any SWMP action or activity specified in this permit according to the following procedures:
- 2.3.2.1 Changes to delete or replace an action or activity specifically identified in this permit with an alternate action or activity may be requested at any time. Modification requests to DEC must include:
- 2.3.2.1.1 An analysis of why the original action or activity is ineffective, infeasible, or cost prohibitive;
- 2.3.2.1.2 Expectations on the effectiveness of the replacement action or activity; and
- 2.3.2.1.3 An analysis of why the replacement action or activity is expected to better achieve the SWMP requirements.
- 2.3.2.2 Change requests or notifications must be made in writing and signed by all co-permittees in accordance with Appendix A, Part 1.12.
- 2.3.2.3 Documentation of the actions or activities as required by this permit must be submitted to DEC upon request. DEC may review and subsequently notify the co-permittees that changes to the SWMP are necessary to:
- 2.3.2.3.1 Address discharges from the MS4 that are causing or contributing to water quality impacts;
- 2.3.2.3.2 Include more stringent requirements necessary to comply with new federal or state statutory or regulatory requirements;
- 2.3.2.3.3 Include other conditions deemed necessary by DEC to comply with water quality standards, or other goals and requirements of the CWA; or
- 2.3.2.3.4 Address the SWMP requirements of the permit, if DEC determines that the co-permittees' current SWMP does not meet permit requirements.
- 2.3.2.4 If DEC notifies the co-permittees that changes are necessary, the notification will offer the co-permittees an opportunity to propose alternative program changes to meet the objectives of the requested modification. Following this opportunity, the co-permittees must implement any required changes according to the schedule set by DEC.

2.4 Transfer of Ownership, Operational Authority, or Responsibility for SWMP Implementation

- 2.4.1 Transfer of ownership, operational authority, or responsibility for SWMP implementation requires submittal of all corrected documentation to DEC for a 60-day review before implementation of transfer.

- 2.4.2 Co-permittees must implement the SWMP in all new areas added or transferred to the co-permittees' MS4s (or for which the co-permittee becomes responsible for implementation of storm water quality controls) as expeditiously as practicable, but no later than one year from the date upon which the new areas are added. Such additions and schedules for implementation must be documented in the next Annual Report following the transfer.

2.5 Storm Water Management Program Resources

Co-permittees must continue to provide adequate finances, staff, equipment, and other support capabilities to implement their SWMP actions and activities outlined in this permit.

3.0 MINIMUM CONTROL MEASURES

The six minimum control measures that must be included in the SWMP are:

3.1 Public Education and Outreach

- 3.1.1 Co-permittees must maintain a public education program to educate the community about the impacts of storm water discharges on water bodies and the steps that citizens and businesses can take to reduce pollutants in storm water runoff.
- 3.1.2 At least annually, the co-permittees must distribute storm water educational materials to target audiences that encourages the public to improve water quality.
- 3.1.3 At least annually, the co-permittees must prepare and distribute appropriate information that encourages the public to improve water quality to local media outlets.
- 3.1.4 Co-permittees must document the following information related to public education and outreach in each Annual Report:
 - 3.1.4.1 Describe the public education program and outreach activities accomplished during the previous calendar year, including at least one copy of each educational material distributed;
 - 3.1.4.2 Describe the methods and frequency of disseminating information;
 - 3.1.4.3 Describe the target audiences and pollutants / sources that are addressed by the program and how they were selected;
 - 3.1.4.4 Estimate the number of people reached by the program over the previous twelve month period;
 - 3.1.4.5 List the measurable goals for the public education and outreach program over the next calendar year;
 - 3.1.4.6 List the dates by which the measurable goals will be achieved; and
 - 3.1.4.7 Identify the person(s) responsible for implementing and coordinating the education activities.

3.2 Public Involvement and Participation

- 3.2.1 Co-permittees must comply with applicable state and local public notice requirements when implementing a public involvement/participation program.

- 3.2.2 Co-permittees must continue to make the SWMP and all Annual Reports available to the public through the municipal library system, a co-permittee-maintained website, or other easily accessible location. Public outreach should include location information whenever appropriate.
- 3.2.3 Co-permittees must continue the Storm Water Advisory Committee. The Storm Water Advisory Committee meeting schedule must be made known to the public and DEC through direct mail or e-mail notification, if possible, and other locally appropriate means. The committee must meet at a minimum frequency of at least once per quarter.
- 3.2.4 Co-permittees must continue to implement a storm drain stenciling program.
- 3.2.5 At least annually, co-permittees must continue to host a community Stream Clean Up Day.
- 3.2.6 Annually, co-permittees must continue an ongoing volunteer monitoring program and an Adopt-a-Stream program.
- 3.2.7 Co-permittees must document the following information related to public involvement/participation in each Annual Report:
 - 3.2.7.1 Describe the activities and target audiences for public involvement that the program accomplished for the preceding twelve-month period, including any monitoring and/or survey results, number of storm drains stenciled, etc.;
 - 3.2.7.2 Describe the procedure(s) for receiving and reviewing public comments;
 - 3.2.7.3 Describe the measurable goals for the public involvement/participation program over the next twelve-month period;
 - 3.2.7.4 List the dates by which the co-permittees will accomplish each of the upcoming measurable goals; and
 - 3.2.7.5 Identify the person(s) responsible for implementing and coordinating the public involvement/participation activities.

3.3 Illicit Discharge Detection and Elimination

An illicit discharge is any discharge to an MS4 that is not composed entirely of storm water. Exceptions are described in Part 1.4 of this permit. At the Storm Water Advisory Committee meetings (Part 3.2.3), co-permittees shall discuss illicit discharge detection and elimination.

- 3.3.1 Annually, the co-permittees shall review and implement a program to detect and eliminate illicit discharges. The co-permittees must, as part of this activity, maintain an information management system to track illicit discharges.
- 3.3.2 Annually, the co-permittees must review and revise an inventory and map of industrial facilities and activities that are covered by the APDES Multi-Sector General Permit (MSGP) AKR060000, and that discharge directly to their MS4. At a minimum, the inventory must include the facility name and address, nature of the business or activity, Standard Industrial Classification code(s) or the newer North American Industry Classification System code(s) that best reflect the facility product or service, the receiving water body, and type of pollutants that may be discharged by the facility or activity.
- 3.3.3 Annually, co-permittees must review the effectiveness and revise ordinances or procedures that effectively prohibit non-storm water discharges into their MS4s. Co-permittees must implement appropriate enforcement procedures and actions, including enforcement escalation procedures for recalcitrant or repeat offenders.

- 3.3.4 Co-permittees must prohibit any of the non-storm water flows listed in Part 1.4.1.3 through ordinance if such flows are identified by DEC or the co-permittees as a source of pollutants to the MS4. Co-permittees must document any existing local controls or conditions placed on such discharges.
- 3.3.5 Annually, co-permittees must inform users of the MS4 and the general public of hazards associated with illegal discharges and improper disposal of waste.
- 3.3.6 Annually, co-permittees must review and revise the comprehensive MS4 map. At a minimum, the map must show jurisdictional boundaries, the location of all inlets and outfalls, names and locations of all waters that receive discharges from those outfalls, and locations of all municipally-owned and operated facilities, including public snow disposal sites. If available, locations of all privately operated snow disposal sites must also be indicated on the comprehensive map. A copy of the completed map must be submitted to DEC as part of the Annual Report.
- 3.3.7 Co-permittees must continue dry weather field screening for non-storm water flows from all outfalls. By no later than the expiration date of this permit, all of the co-permittees' outfalls within the permit area must be screened for dry weather flows. The screening should include field tests of selected chemical parameters as indicators of discharge sources where sufficient flow is found at an outfall to allow for monitoring. Screening level tests may utilize less expensive "field test kits" using test methods not approved by EPA under 40 CFR Part 136 (adopted by reference at 18 AAC 83.010), provided the manufacturer's published detection ranges are adequate for the illicit discharge detection purposes. The co-permittees must investigate any illicit discharge within 15 days of its detection and must take action to eliminate the source of the discharge within 45 days of its detection. Raw data and narrative review of screening and mapping shall be included in the following year's Annual Report from the year the data was collected.
- 3.3.8 Co-permittees must document the following information related to illicit discharge detection and elimination in the Annual Report:
 - 3.3.8.1 A description of the criteria used to prioritize investigations in areas suspected of having illicit discharges, for example: targeting older areas of the city, areas of high public complaints, and areas of high recreational value or high environmental value, such as beaches and drinking water sources;
 - 3.3.8.2 A description of procedures used to locate and remove illicit discharges, including detection methods;
 - 3.3.8.3 A summary of all dry weather testing conducted to date and of the co-permittees' activity to remove any illicit discharge(s) identified;
 - 3.3.8.4 A copy of the established ordinance or other regulatory mechanism used to prohibit illicit discharges into the MS4s;
 - 3.3.8.5 A description of enforcement policy and jurisdiction. The program must include procedures for coordination with adjacent municipalities and/or state or federal regulatory agencies to address situations where investigations indicate the illicit discharge originates outside the co-permittees' jurisdiction. Where a co-permittee lacks legal authority to establish enforceable rules or if an illicit discharger fails to comply with procedures or policies established by the co-permittee, the program must include procedures for notifying DEC for assistance in enforcement of this provision of the permit;

- 3.3.8.6 A description of the methods used over the previous twelve-month period to inform the public and train public employees about illicit discharges and the improper disposal of waste;
- 3.3.8.7 A list of measurable goals for the illicit discharge detection and elimination program for the next twelve-month period and the dates by which the co-permittees will achieve each of the measurable goals; and
- 3.3.8.8 The name and title of the person(s) responsible for coordination and implementation of the illicit discharge detection and elimination program.

3.4 Construction Site Storm Water Runoff Control

- 3.4.1 Co-permittees must annually review and implement their existing program that reduces pollutants in any storm water runoff to the MS4 from construction activities consistent with this permit and the current version of the APDES General Permit for Storm Water Discharges from Large and Small Construction Activities in Alaska Permit #: AKR100000 (Construction General Permit or CGP). The co-permittees must discuss revisions, planned improvements, and schedule in the Annual Report.
- 3.4.2 If DEC waives the permit requirements for storm water discharges associated with a specific small construction activity (i.e., a single project) in accordance with 40 CFR §122.26(b)(15)(i)(A) or (B), the co-permittee is not required to develop, implement, or enforce the program to reduce pollutant discharges from that particular site.
- 3.4.3 The co-permittees must maintain an ordinance or other regulatory mechanism to be consistent with this Permit and with the current version of the CGP. This ordinance or regulatory mechanism must include sanctions to ensure compliance.
- 3.4.4 Co-permittees must continue to publish and distribute requirements for construction site operators to implement appropriate erosion and sediment control BMPs and to control waste such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site that may cause adverse impacts to water quality. Availability of published materials can be via a permittee-maintained website or other easily accessible location.
- 3.4.5 Annually, co-permittees must review and implement procedures for reviewing all site plans as required in Part 3.4.1 for potential water quality impacts, including erosion and sediment control, control of other wastes, and any other impacts that must be examined according to the requirements of the law, ordinance, or other enforceable mechanism of Part 3.4.3. These procedures must include provisions for receipt and consideration of information submitted by the public.
- 3.4.6 Annually, co-permittees must review and implement procedures for site inspection and enforcement of control measures established as required in Parts 3.4.3 and 3.4.4, including enforcement escalation procedures for recalcitrant or repeat offenders. The co-permittees shall inspect all construction activities as required in Part 3.4.1 in their jurisdictions for appropriate erosion, sediment, and waste control at least once per year.
- 3.4.7 Co-permittees must conduct a biennial training session for the local construction, design, and engineering audiences related to the construction ordinance and BMP requirements referenced in Parts 3.4.3 and 3.4.4.
- 3.4.8 The Annual Reports will document data, actions, and analysis on data and program elements. The Annual Report must document the following SWMP information related to construction site runoff control:

- 3.4.8.1 A copy of the established ordinance or other regulatory mechanism used to require erosion, sediment and waste controls at construction sites as referenced in Part 3.4.3;
- 3.4.8.2 A copy of the written requirements for appropriate erosion, sediment and waste control BMPs at construction sites;
- 3.4.8.3 A summary of the number of sanctions and enforcement actions taken by the co-permittees to ensure compliance with the construction site ordinance during the previous twelve-month period. To the extent allowable under the legal authority of each co-permittee, sanctions may include both monetary and non-monetary penalties;
- 3.4.8.4 A summary of the number of site plan reviews conducted by each co-permittee;
- 3.4.8.5 A description of the procedures for receipt and consideration of information submitted by the public;
- 3.4.8.6 A summary of the number of sites inspected during the previous twelve-month period, including a description of the site inspection procedures, how sites will be prioritized for inspection, when and how often a site will be inspected;
- 3.4.8.7 A list of measurable goals for the construction site runoff control program, including dates by which the co-permittees will achieve each of the measurable goals; and
- 3.4.8.8 The name and title of the person(s) responsible for coordination and implementation of the construction site runoff control program.

3.5 Post-Construction Storm Water Management in New Development and Redevelopment

- 3.5.1 Co-permittees must review and continue the implementation and enforcement of a program to address post-construction storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that disturb one acre or more, that discharge into the MS4. The program must ensure that controls are in place that would prevent or minimize water quality impacts.
- 3.5.2 Annually, co-permittees must review the effectiveness and revise ordinances or other regulatory mechanisms to the extent allowable under state or local law to address post-construction runoff from new development and redevelopment projects. Co-permittees must implement appropriate enforcement procedures and actions, including enforcement escalation procedures for recalcitrant or repeat offenders.
- 3.5.3 Annually, co-permittees must review and revise the publishing and distribution of a BMP design manual for post-construction storm water management, which includes a list of strategies reflecting a combination of structural and non-structural BMPs appropriate to the MS4s.
- 3.5.4 Co-permittees must ensure proper long-term operation and maintenance of post-construction BMPs.
- 3.5.5 Co-permittees must continue to conduct biennial training for local construction, design, and engineering audiences.

3.5.6 Green Infrastructure/Low Impact Development (LID) Incentive Strategy

- 3.5.6.1 Within the first year of the effective date of the permit, co-permittees must review and implement a strategy that provides incentives for the increased use of Green Infrastructure/LID technique(s) or practice(s) in private and public sector development projects.
- 3.5.6.2 Co-permittees shall continue to incorporate into their education materials information about green infrastructure strategies, such as green roofs, rain gardens, rain barrels, bioswales, permeable piping, dry wells, and permeable pavement that mimic natural processes and direct storm water to areas where it can be infiltrated, evapotranspired, or reused. The information must discuss the benefits and costs of such strategies and provide guidance to the public on how to implement them.
- 3.5.6.3 The co-permittees must finalize the evaluation of the performance of LID technique(s) or practice(s) of the previous permit cycle's pilot project and submit in the first year's Annual Report as a final pilot project evaluation. The co-permittees must monitor, calculate, or model runoff quantities for the pilot project site in the following manner:
 - 3.5.6.3.1 For a retrofit project, changes in runoff quantities shall be calculated as a percentage of 100% pervious surface before and after implementation of the LID technique(s) or practice(s).
 - 3.5.6.3.2 For new construction projects, changes in runoff quantities shall be calculated for development scenarios both with LID technique(s) or practice(s) and without LID technique(s) or practice(s).
 - 3.5.6.3.3 The co-permittees must measure runoff flow rate and subsequently prepare runoff hydrographs to characterize peak runoff rates and volumes, discharge rates and volumes, and duration of discharge volumes. The evaluation must include quantification and description of each type of land cover contributing to surface runoff for the pilot project, including area, slope, vegetation type and condition for pervious surfaces, and the nature of impervious surfaces.
 - 3.5.6.3.4 The co-permittees must use these runoff values to evaluate overall effectiveness of various LID technique(s) or practice(s) and to develop recommendations for future adoption of LID technique(s) or practice(s) that address appropriate use, design, type, size, soil type and operation and maintenance practices.
- 3.5.6.4 No later than two years from the effective date of this permit, the co-permittees must use the recommendations obtained through the LID demonstration pilot project to revise the Green Infrastructure Resource Guide for Fairbanks, Alaska.
- 3.5.7 **Snow Disposal Sites.** Within one year of the permit effective date, the permittee must inventory and map locations of all permittee-owned and privately owned snow disposal sites that discharge directly to the MS4 or to receiving waters. The snow disposal site inventory and map must be updated annually thereafter.
 - 3.5.7.1 Within two years from the effective date of this permit, the permittee must evaluate whether to further protect water quality by explicitly regulating the operation of private snow disposal sites within boundaries of the MS4 through ordinance or other regulatory mechanism.
 - 3.5.7.1.1 An evaluation report, determining whether private snow disposal sites should be subject to ordinance or other regulatory mechanism to adequately protect water quality, must be submitted to DEC with the corresponding Annual Report.

- 3.5.7.1.2 Within three years of the effective date of this permit, the permittee must revise all applicable requirements as necessary in accordance with recommendations contained in the evaluation report.
- 3.5.8 The Annual Report must document the following SWMP information related to post-construction storm water management:
 - 3.5.8.1 A copy of the BMP design manual containing structural and non-structural BMPs that will be used to manage post-construction runoff from new development and redevelopment projects within the MS4s. List any specific priority areas for this program;
 - 3.5.8.2 An explanation of the design and performance features of the chosen BMPs that are intended to minimize water quality impacts;
 - 3.5.8.3 A copy of the established ordinance or other regulatory mechanism used to address post-construction runoff control;
 - 3.5.8.4 A description of how long-term operation and maintenance of the selected BMPs is ensured, including the organizations responsible and their expected operation and maintenance schedule;
 - 3.5.8.5 A description of the plans to inform and educate developers and the public about appropriate project designs that minimize water quality impacts;
 - 3.5.8.6 A list of measurable goals for the post-construction runoff control program, including dates by which the co-permittee will achieve each of the measurable goals; and
 - 3.5.8.7 The name and/or title of the person(s) responsible for coordination and implementation of the post-construction SWMP.

3.6 Pollution Prevention and Good Housekeeping

- 3.6.1 Co-permittees must continue to maintain and implement an operation and maintenance program intended to prevent or reduce pollutant runoff from municipal activities. This program must:
 - 3.6.1.1 Include an employee training component;
 - 3.6.1.2 Address the following activities at a minimum:
 - 3.6.1.2.1 Park and open space maintenance,
 - 3.6.1.2.2 Fleet and building maintenance,
 - 3.6.1.2.3 New construction and land disturbances,
 - 3.6.1.2.4 Storm water system maintenance, and
 - 3.6.1.2.5 Snow disposal site operation and maintenance.
- 3.6.2 Annually, co-permittees must continue appropriate training for municipal personnel related to optimum maintenance practices for the protection of water quality.
- 3.6.3 Co-permittees must continue to ensure that new flood management projects are assessed for impacts on water quality and existing projects are assessed for incorporation of additional water quality protection devices or practices.
- 3.6.4 The Annual Report must document the co-permittees' efforts during the previous twelve-month period to prevent or reduce pollutant runoff from the municipal operations through the operation and maintenance program, including:

- 3.6.4.1 A description of the activities, maintenance schedules, and long-term inspection procedures for controls to reduce floatables and other pollutants to the MS4s;
- 3.6.4.2 A description of the employee training program used to prevent and reduce storm water pollution, including the targeted department personnel, frequency of such training, and a copy of training materials;
- 3.6.4.3 A summary description of the controls for reducing or eliminating the discharge of pollutants from areas owned or operated by the co-permittees, including but not limited to, streets, roads, and highways; municipal parking lots; maintenance and storage yards; waste transfer stations; fleet or maintenance shops with outdoor storage areas; salt/sand storage locations; and snow disposal sites operated by the co-permittees;
- 3.6.4.4 A description of procedures to ensure proper disposal of waste removed from the MS4s and the MS4s operations including dredge spoil, accumulated sediments, floatables, and other debris;
- 3.6.4.5 A description of procedures to ensure that new flood management projects are assessed for impacts on water quality and existing projects are assessed for incorporation of additional water quality protection devices or practices;
- 3.6.4.6 A list of all industrial facilities owned or operated by the co-permittees that discharge to the MS4, including industrial facilities that are subject to the MSGP or APDES individual permits for discharges of storm water associated with industrial activity. Include the DEC permit tracking number or a copy of the Industrial Notice of Intent (NOI) form for each facility, as appropriate;
- 3.6.4.7 A list of measurable goals for the pollution prevention and good housekeeping program, including dates by which the co-permittees will achieve each of the measurable goals; and
- 3.6.4.8 The name and title of the person(s) responsible for coordination and implementation of the operation and maintenance program.

4.0 MONITORING, EVALUATION, REPORTING, AND RECORD KEEPING REQUIREMENTS

4.1 Monitoring Program Plan

- 4.1.1 The co-permittees must continue to implement a comprehensive Monitoring Program Plan. A description of this program must be included in the SWMP document. The Monitoring Program Plan must be designed to meet the following objectives:
 - 4.1.1.1 Assess compliance with this permit;
 - 4.1.1.2 Measure the effectiveness of the co-permittee's SWMP;
 - 4.1.1.3 Measure the chemical, physical, and biological impacts to receiving waters resulting from storm water discharges;
 - 4.1.1.4 Characterize storm water discharges;
 - 4.1.1.5 Identify sources of specific pollutants;
 - 4.1.1.6 Detect and eliminate illicit discharges and illegal connections to the MS4.

- 4.1.2 When the co-permittees conduct water quality monitoring, the co-permittees must comply with the following:
- 4.1.2.1 **Representative monitoring:** All samples and measurements must be representative of the monitored activity;
 - 4.1.2.2 **Test Procedures.** Monitoring must be conducted according to test procedures approved under 40 CFR Part 136 (adopted by reference at 18 AAC 83.010), unless otherwise specified; and
 - 4.1.2.3 **Discharge Monitoring Report:** Monitoring results must be recorded on a Discharge Monitoring Report (DMR) form (EPA No. 3320-1) or equivalent, and submitted annually for the previous twelve-month period along with the Annual Report.
- 4.1.3 **Monitoring Program Plan including Quality Assurance Requirements:** Within 180 days of the effective date of this permit, the co-permittees must submit a current Monitoring Program Plan that includes a Quality Assurance Project Plan (QAPP) for all analytical monitoring to be conducted, including but not limited, to discharge detection and elimination activities described in Parts 3.2 and 3.3. The Monitoring Program Plan must be submitted to the Compliance and Enforcement Program address listed in Appendix A, Part 1.1.2.
- 4.1.3.1 The Monitoring Program Plan must include a list of at least 15 outfalls prioritized to identify “high” and “medium” priority monitoring locations. The co-permittees must select a subset of at least eight outfall locations to monitor throughout the permit term. The outfalls selected by the co-permittees must be representative of major land uses within the permit coverage area as defined in Part 1.2.
 - 4.1.3.2 The QAPP must be designed to assist in planning for the collection and analysis of water samples in support of the SWMP.
 - 4.1.3.3 Throughout all sample collection and analysis activities, the co-permittees must use the EPA-approved Quality Assurance/Quality Control (QA/QC) and chain-of-custody procedures described in *Requirements for Quality Assurance Project Plans* (EPA/QA/R-5), *Guidance for Quality Assurance Project Plans* (EPA/QA/G-5) and the DEC Quality Assurance Plan Checklist. The QAPP must be formatted as specified in these documents.
 - 4.1.3.4 At a minimum, the QAPP must include the following:
 - 4.1.3.4.1 Details on the number of samples, type of sample containers, preservation of samples, holding times, analytical methods, analytical detection, and quantitation limits for each target compound; type and number of quality assurance field samples; precision and accuracy requirements; sample preparation requirements; sample shipping methods; and laboratory data delivery requirements.
 - 4.1.3.4.2 Map(s) indicating the location(s) of each sampling point.
 - 4.1.3.4.3 Qualification and training of personnel.
 - 4.1.3.4.4 Name(s), address(es) and telephone number(s) of the laboratories used by or proposed to be used by the co-permittees.
 - 4.1.3.5 Annually, co-permittees must review the adequacy of the QAPP based on permit compliance activities and sampling results. The co-permittees must amend this Monitoring Program Plan and QAPP whenever there is a modification in the sample collection, sample analysis, or other conditions or requirements of the plan.

- 4.1.4 Copies of the Monitoring Program Plan and QAPP must be made available to DEC upon request.
- 4.1.5 The co-permittees must continue monitoring the identified storm water outfalls in Part 4.1.3.1 during wet weather events at least two times per year. The monitoring requirements are listed in Table 2: Outfall Monitoring Requirements.

Table 2: Outfall Monitoring Requirements

Effluent Characteristics	Monitoring Requirements			
	Parameter	Units	Sample Location ^a	Sample Frequency ^b
Dissolved Oxygen	mg/L		2 times/year	Grab or Recording
pH	SU		2 times/year	Grab or Recording
Temperature	° C		2 times/year	Grab or Recording
Turbidity	NTU		2 times/year	Grab or Recording
Flow	cfs		2 times/year	Grab or Recording, or gauge
Total Suspended Solids (TSS)	mg/L		2 times/year	Grab
Conductivity	µS/cm		2 times/year	Grab or Recording
Chloride	mg/L		2 times/year	Grab
Oil and Grease ^d	sheen	Noyes Slough	Monthly	Visual

Notes:

- a. Sample locations must be defined in the co-permittees' Monitoring Program Plan.
- b. A minimum of two (2) samples must be collected in calendar year (spring and late summer) assuming the presence of storm events sufficient to produce a discharge.
- c. Co-permittees may use other sample types as long as previously identified in the Monitoring Program Plan. Grab samples may be taken manually or with an automatic water sampler.
- d. Monthly observations during open water season during periods of both wet and dry weather, with potential identification of source of sheen on Noyes Slough if present.

4.1.6 Records of monitoring information must include:

- 4.1.6.1 The date, exact place, and time the samples or measurements were taken;
- 4.1.6.2 The names(s) of the individual(s) who performed the sampling or measurements;
- 4.1.6.3 The date(s) upon which analysis of each sample was performed;
- 4.1.6.4 The names of the individuals who performed each analysis;
- 4.1.6.5 The analytical techniques or methods used; and
- 4.1.6.6 The results of each analysis.

4.1.7 If any of the co-permittees monitors more frequently than required by this permit using test procedures approved under 40 CFR Part 136 (adopted by reference at 18 AAC 83.010), or as otherwise specified by this permit, the results of this monitoring must be included with the data submitted as part of the Annual Report.

4.2 Evaluation of Overall Program Effectiveness

Annual Effectiveness Assessment – At least annually, each co-permittee must evaluate its compliance with the permit conditions, the appropriateness of identified BMPs, and progress toward achieving identified measurable goals for each of the minimum control measures in Part 3.0. This evaluation of program compliance must be documented in the Annual Report. The annual effectiveness assessment must:

- 4.2.1 Use the monitoring and assessment data described in Part 4.1 to specifically assess the effectiveness of each of the following:
 - 4.2.1.1 Each significant activity/control measures or type of activity/control measure implemented;
 - 4.2.1.2 Implementation of each major component of the SWMP (Public Education/Involvement, Illicit Discharges, Construction, Post-Construction, Pollution Prevention and Good Housekeeping); and
 - 4.2.1.3 Implementation of the SWMP as a whole.
- 4.2.2 Identify and use measurable goals, assessment indicators, and assessment methods for each of the items listed in Part 4.2.1.
- 4.2.3 Document the co-permittees’ compliance with permit conditions.
- 4.2.4 Based on the results of the effectiveness assessment, the co-permittees must annually review their activities or control measures to identify modifications and improvements needed to maximize SWMP effectiveness to achieve compliance with this permit. The co-permittees must develop and implement a plan and schedule to address the identified modifications and improvements. Municipal activities/control measures that are ineffective or less effective than other comparable municipal activities/control measures must be replaced or improved upon by implementation of more effective municipal activities/control measures.

4.3 Annual Reports

- 4.3.1 According to the schedule in Table 3: Submission Deadlines for Annual Reports, and annually thereafter, the co-permittees must submit an Annual Report for the previous twelve months to DEC at the Compliance and Enforcement Program address in Appendix A, Part 1.1.2. The Annual Report must clearly refer to the permit requirements and describe in quantifiable terms the status of activities undertaken to comply with each requirement. In addition, copies of all Annual Reports must be available to the public through the municipal library system, a co-permittee-maintained website, or other easily accessible location.

Table 3: Submission Deadlines for Annual Reports

Reporting Period	Submission Deadline
1 st year Annual Report (permit issuance date – December 2018)	February 15, 2019
2 nd year Annual Report (January 1, 2019 – December 31, 2019)	February 15, 2020
3 rd year Annual Report (January 1, 2020 – December 31, 2020)	February 15, 2021
4 th year Annual Report (January 1, 2021 – December 31, 2021)	February 15, 2022
5 th year Annual Report (January 1, 2022 – permit expiration date ¹)	February 15, 2023
Note: 1. Unless the permit is extended to or past December 31, 2022; in which case December 31, 2022. Subsequent reporting periods will follow similar format for the calendar year with submission deadline of February 15 the following year.	

- 4.3.2 **Summary Annual Report** – The co-permittees must use the MS4 – Summary Annual Report template in APPENDIX - D to document a summary of the past year’s activities. All of the information required on this form must be submitted.

- 4.3.3 **Detailed Annual Report** – The co-permittees must also submit a detailed Annual Report that addresses the activities described in the SWMP document required in Part 2.0. The Annual Report must include, at a minimum:
- 4.3.3.1 An updated SWMP document as required in Part 2.0.
 - 4.3.3.2 A description of the effectiveness of each SWMP program component or activity (see Part 4.2).
 - 4.3.3.3 Planned activities and changes for the next reporting period for each SWMP program component or activity.
 - 4.3.3.4 An evaluation of compliance with the requirements of this permit, the appropriateness of identified BMPs, and progress toward achieving identified measurable goals of the SWMP for each minimum control measure.
 - 4.3.3.5 Results of any information collected and analyzed during the previous -twelve month reporting period, including monitoring data used to assess the success of the program at reducing the discharge of pollutants to the maximum extent practicable.
 - 4.3.3.6 A summary of the activities the co-permittees' plan to undertake during the next reporting cycle (including an implementation schedule) for each minimum control measure.
 - 4.3.3.7 Proposed changes and completed changes to the SWMP, including changes to any BMPs or any identified measurable goals for any minimum control measures.
 - 4.3.3.8 Description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable water quality standards.
 - 4.3.3.9 Notice if the co-permittees are relying on another entity to satisfy some of the permit obligations, if applicable.

4.4 Record Keeping

- 4.4.1 **Retention of Records:** Co-permittees must retain records and copies of all information (including all monitoring, calibration and maintenance records and all original strip chart recordings for any continuous monitoring instrumentation, copies of all reports required by this permit, copies of DMRs, a copy of the APDES permit, and records of all data used to complete the application for this permit) for a period of at least five years from the date of the sample, measurement, report or application, or for the term of this permit, whichever is longer. This period may be extended at the request of DEC at any time. Records include all information used in the development of the SWMP, all monitoring data, copies of all reports, and all data used in the development of the permit application.
- 4.4.2 **Availability of Records:** Co-permittees must retain the SWMP required by this permit (including a copy of the permit language and all Annual Reports) at a location accessible to DEC. The co-permittees must make records, including the permit application and the SWMP, available to the public if requested to do so in writing and make those records available for view during normal business hours.

4.4.3 Electronic Reporting (E-Reporting) Rule

- 4.4.3.1 E-Reporting Rule for DMRs (Phase I). If a permittee is required to submit a DMR, the permittee must submit DMR data electronically through Network Discharge Monitoring Report (NetDMR) per Phase I of the E-Reporting Rule (40 CFR §127) upon the effective date of the Permit. Authorized persons may access permit information by logging into the NetDMR Portal (<https://cdxnodengn.epa.gov/oeca-netdmr-web/action/login>). DMRs submitted in compliance with the E-Reporting Rule are not required to be submitted as described in APPENDIX - A – Standard Conditions unless requested or approved by the Department. Any DMR data required by the Permit that cannot be reported in a NetDMR field (e.g., mixing zone receiving water data, etc.), shall be included as an attachment to the NetDMR submittal. DEC has established a website at <http://dec.alaska.gov/water/Compliance/EReportingRule.htm> that contains general information about this new reporting format. Training materials and webinars for NetDMR can be found at <https://netdmr.zendesk.com/home>.
- 4.4.3.2 E-Reporting Rule for Other Reports (Phase II). Phase II of the E-Reporting Rule will integrate electronic reporting for all other reports required by the Permit (e.g., Annual Reports and Certifications) and implementation is expected to begin December 2020. Permittees should monitor DEC's E-Reporting Information website (<http://dec.alaska.gov/water/Compliance/EReportingRule.htm>) for updates on Phase II of the E-Reporting Rule and will be notified when they must begin submitting all other reports electronically. Until such time, other reports required by the Permit may be submitted in accordance with APPENDIX - A – Standard Conditions.

5.0 TERMINATION OF COVERAGE FOR A SINGLE CO-PERMITTEE. Permit coverage may be terminated, in accordance with the provisions of 18 AAC 83.130, for a single co-permittee without terminating coverage for other co-permittees.

APPENDIX - A Standard Conditions

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Appendix A of the permit contains standard regulatory language that must be included in all APDES permits. These requirements are based on the regulations and cannot be challenged in the context of an individual APDES permit action. The standard regulatory language covers requirements such as monitoring, recording, reporting requirements, compliance responsibilities, and other general requirements. Appendix A, Standard Conditions is an integral and enforceable part of the permit. Failure to comply with a Standard Condition in this Appendix constitutes a violation of the permit and is subject to enforcement.

1.0 Standard Conditions Applicable to All Permits

1.1 Contact Information and Addresses

1.1.1 Permitting Program

Documents, reports, and plans required under the permit and Appendix A are to be sent to the following address:

State of Alaska
Department of Environmental Conservation
Division of Water
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, Alaska 99501
Telephone (907) 269-6285
Fax (907) 269-3487
Email: DEC.Water.WQPermit@alaska.gov

1.1.2 Compliance and Enforcement Program

Documents and reports required under the permit and Appendix A relating to compliance are to be sent to the following address:

State of Alaska
Department of Environmental Conservation
Division of Water
Compliance and Enforcement Program
555 Cordova Street
Anchorage, Alaska 99501
Telephone Nationwide (877) 569-4114
Anchorage Area / International (907) 269-4114
Fax (907) 269-4604
Email: dec-wqreporting@alaska.gov

1.2 Duty to Comply

A permittee shall comply with all conditions of the permittee's APDES permit. Any permit noncompliance constitutes a violation of 33 U.S.C 1251-1387 (Clean Water Act) and state law and is grounds for enforcement action including termination, revocation and reissuance, or modification of a permit, or denial of a permit renewal application. A permittee shall comply with effluent standards or prohibitions established under 33 U.S.C. 1317(a) for toxic pollutants within the time provided in the regulations that establish those effluent standards or prohibitions even if the permit has not yet been modified to incorporate the requirement.

1.3 Duty to Reapply

If a permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee must apply for and obtain a new permit. In accordance with 18 AAC 83.105(b), a permittee with a currently effective permit shall reapply by submitting a new application at least 180 days before the existing permit expires, unless the Department has granted the permittee permission to submit an application on a later date. However, the Department will not grant permission for an application to be submitted after the expiration date of the existing permit.

1.4 Need to Halt or Reduce Activity Not a Defense

In an enforcement action, a permittee may not assert as a defense that compliance with the conditions of the permit would have made it necessary for the permittee to halt or reduce the permitted activity.

1.5 Duty to Mitigate

A permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

1.6 Proper Operation and Maintenance

1.6.1 A permittee shall at all times properly operate and maintain all facilities and systems of treatment and control and related appurtenances that the permittee installs or uses to achieve compliance with the conditions of the permit. The permittee's duty to operate and maintain properly includes using adequate laboratory controls and appropriate quality assurance procedures. However, a permittee is not required to operate back-up or auxiliary facilities or similar systems that a permittee installs unless operation of those facilities is necessary to achieve compliance with the conditions of the permit.

1.6.2 Operation and maintenance records shall be retained and made available at the site.

1.7 Permit Actions

A permit may be modified, revoked and reissued, or terminated for cause as provided in 18 AAC 83.130. If a permittee files a request to modify, revoke and reissue, or terminate a permit, or gives notice of planned changes or anticipated noncompliance, the filing or notice does not stay any permit condition.

1.8 Property Rights

A permit does not convey any property rights or exclusive privilege.

1.9 Duty to Provide Information

A permittee shall, within a reasonable time, provide to the Department any information that the Department requests to determine whether a permittee is in compliance with the permit, or whether cause exists to modify, revoke and reissue, or terminate the permit. A permittee shall also provide to the Department, upon request, copies of any records the permittee is required to keep under the permit.

1.10 Inspection and Entry

A permittee shall allow the Department, or an authorized representative, including a contractor acting as a representative of the Department, at reasonable times and on presentation of credentials establishing authority and any other documents required by law, to:

- 1.10.1 Enter the premises where a permittee's regulated facility or activity is located or conducted, or where permit conditions require records to be kept;
- 1.10.2 Have access to and copy any records that permit conditions require the permittee to keep;
- 1.10.3 Inspect any facilities, equipment, including monitoring and control equipment, practices, or operations regulated or required under a permit; and
- 1.10.4 Sample or monitor any substances or parameters at any location for the purpose of assuring permit compliance or as otherwise authorized by 33 U.S.C. 1251-1387 (Clean Water Act).

1.11 Monitoring and Records

A permittee must comply with the following monitoring and recordkeeping conditions:

- 1.11.1 Samples and measurements taken for the purpose of monitoring must be representative of the monitored activity.
- 1.11.2 The permittee shall retain records in Alaska of all monitoring information for at least three years, or longer at the Department's request at any time, from the date of the sample, measurement, report, or application. Monitoring records required to be kept include:
 - 1.11.2.1 All calibration and maintenance records,
 - 1.11.2.2 All original strip chart recordings or other forms of data approved by the Department for continuous monitoring instrumentation,
 - 1.11.2.3 All reports required by a permit,
 - 1.11.2.4 Records of all data used to complete the application for a permit,
 - 1.11.2.5 Field logbooks or visual monitoring logbooks,
 - 1.11.2.6 Quality assurance chain of custody forms,
 - 1.11.2.7 Copies of discharge monitoring reports, and
 - 1.11.2.8 A copy of this APDES permit.
- 1.11.3 Records of monitoring information must include:
 - 1.11.3.1 The date, exact place, and time of any sampling or measurement;
 - 1.11.3.2 The name(s) of any individual(s) who performed the sampling or measurement(s);
 - 1.11.3.3 The date(s) and time any analysis was performed;
 - 1.11.3.4 The name(s) of any individual(s) who performed any analysis;
 - 1.11.3.5 Any analytical technique or method used; and
 - 1.11.3.6 The results of the analysis.

1.11.4 Monitoring Procedures

Analyses of pollutants must be conducted using test procedures approved under 40 CFR Part 136, adopted by reference at 18 AAC 83.010, for pollutants with approved test procedures, and using test procedures specified in the permit for pollutants without approved methods.

1.12 Signature Requirement and Penalties

- 1.12.1 Any application, report, or information submitted to the Department in compliance with a permit requirement must be signed and certified in accordance with 18 AAC 83.385. Any person who knowingly makes any false material statement, representation, or certification in any application, record, report, or other document filed or required to be maintained under a permit, or who knowingly falsifies, tampers with, or renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be subject to penalties under 33 U.S.C. 1319(c)(4), AS 12.55.035(c)(1)(B), (c)(2) and (c)(3), and AS 46.03.790(g).
- 1.12.2 In accordance with 18 AAC 83.385, an APDES permit application must be signed as follows:
 - 1.12.2.1 For a corporation, a responsible corporate officer shall sign the application; in this subsection, a responsible corporate officer means:
 - 1.12.2.1.1 A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or
 - 1.12.2.1.2 The manager of one of more manufacturing, production, or operating facilities, if
 - 1.12.2.1.2.1 The manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental statutes and regulations;
 - 1.12.2.1.2.2 The manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and
 - 1.12.2.1.2.3 Authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - 1.12.2.2 For a partnership or sole proprietorship, by the general partner or the proprietor, respectively, shall sign the application.
 - 1.12.2.3 For a municipality, state, federal, or other public agency, either a principal executive officer or ranking elected official shall sign the application; in this subsection, a principal executive officer of an agency means:
 - 1.12.2.3.1 The chief executive officer of the agency; or
 - 1.12.2.3.2 A senior executive officer having responsibility for the overall operations of a principal geographic unit or division of the agency.
- 1.12.3 Any report required by an APDES permit, and a submittal with any other information requested by the Department, must be signed by a person described in Appendix A, Part 1.12.2, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - 1.12.3.1 The authorization is made in writing by a person described in Appendix A, Part 1.12.2;
 - 1.12.3.2 The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, including the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility; or an individual or position having overall responsibility for environmental matters for the company; and

- 1.12.3.3 The written authorization is submitted to the Department to the Permitting Program address in Appendix A, Part 1.1.1.
- 1.12.4 If an authorization under Appendix A, Part 1.12.3 is no longer effective because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Appendix A, Part 1.12.3 must be submitted to the Department before or together with any report, information, or application to be signed by an authorized representative.
- 1.12.5 Any person signing a document under Appendix A, Part 1.12.2 or Part 1.12.3 shall certify as follows:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

1.13 Proprietary or Confidential Information

- 1.13.1 A permit applicant or permittee may assert a claim of confidentiality for proprietary or confidential business information by stamping the words "confidential business information" on each page of a submission containing proprietary or confidential business information. The Department will treat the stamped submissions as confidential if the information satisfies the test in 40 CFR §2.208, adopted by reference at 18 AAC 83.010, and is not otherwise required to be made public by state law.
- 1.13.2 A claim of confidentiality under Appendix A, Part 1.13.1 may not be asserted for the name and address of any permit applicant or permittee, a permit application, a permit, effluent data, sewage sludge data, and information required by APDES or NPDES application forms provided by the Department, whether submitted on the forms themselves or in any attachments used to supply information required by the forms.
- 1.13.3 A permittee's claim of confidentiality authorized under Appendix A, Part 1.13.1 is not waived if the Department provides the proprietary or confidential business information to the EPA or to other agencies participating in the permitting process. The Department will supply any information obtained or used in the administration of the state APDES program to the EPA upon request under 40 CFR §123.41, as revised as of July 1, 2005. When providing information submitted to the Department with a claim of confidentiality to the EPA, the Department will notify the EPA of the confidentiality claim. If the Department provides the EPA information that is not claimed to be confidential, the EPA may make the information available to the public without further notice.

1.14 Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any action or relieve a permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under state laws addressing oil and hazardous substances.

1.15 Cultural and Paleontological Resources

If cultural or paleontological resources are discovered because of this disposal activity, work that would disturb such resources is to be stopped, and the Office of History and Archaeology, a Division of Parks and Outdoor Recreation of the Alaska Department of Natural Resources (<http://www.dnr.state.ak.us/parks/oha/>), is to be notified immediately at (907) 269-8721.

1.16 Fee

A permittee must pay the appropriate permit fee described in 18 AAC 72.

1.17 Other Legal Obligations

This permit does not relieve the permittee from the duty to obtain any other necessary permits from the Department or from other local, state, or federal agencies and to comply with the requirements contained in any such permits. All activities conducted and all plan approvals implemented by the permittee pursuant to the terms of this permit shall comply with all applicable local, state, and federal laws and regulations.

2.0 Special Reporting Obligations

2.1 Planned Changes

- 2.1.1 The permittee shall give notice to the Department as soon as possible of any planned physical alteration or addition to the permitted facility if:
 - 2.1.1.1 The alteration or addition may make the facility a “new source” under one or more of the criteria in 18 AAC 83.990(44); or
 - 2.1.1.2 The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged if those pollutants are not subject to effluent limitations in the permit or to notification requirements under 18 AAC 83.610.
- 2.1.2 If the proposed changes are subject to plan review, then the plans must be submitted at least 30 days before implementation of changes (see 18 AAC 15.020 and 18 AAC 72 for plan review requirements). Written approval is not required for an emergency repair or routine maintenance.
- 2.1.3 Written notice must be sent to the Permitting Program address in Appendix A, Part 1.1.1.

2.2 Anticipated Noncompliance

- 2.2.1 A permittee shall give seven days’ notice to the Department before commencing any planned change in the permitted facility or activity that may result in noncompliance with permit requirements.
- 2.2.2 Written notice must be sent to the Compliance and Enforcement Program address in Appendix A, Part 1.1.2.

2.3 Transfers

- 2.3.1 A permittee may not transfer a permit for a facility or activity to any person except after notice to the Department in accordance with 18 AAC 83.150. The Department may modify or revoke and reissue the permit to change the name of the permittee and incorporate such other requirements under 33 U.S.C. 1251-1387 (Clean Water Act) or state law.

2.3.2 Written notice must be sent to the Permitting Program address in Appendix A, Part 1.1.1.

2.4 Compliance Schedules

2.4.1 A permittee must submit progress or compliance reports on interim and final requirements in any compliance schedule of a permit no later than 14 days following the scheduled date of each requirement.

2.4.2 Written notice must be sent to the Compliance and Enforcement Program address in Appendix A, Part 1.1.2.

2.5 Corrective Information

2.5.1 If a permittee becomes aware that it failed to submit a relevant fact in a permit application or submitted incorrect information in a permit application or in any report to the Department, the permittee shall promptly submit the relevant fact or the correct information.

2.5.2 Information must be sent to the Permitting Program address in Appendix A, Part 1.1.1.

2.6 Bypass of Treatment Facilities

2.6.1 Prohibition of Bypass

Bypass is prohibited. The Department may take enforcement action against a permittee for any bypass, unless:

2.6.1.1 The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2.6.1.2 There were no feasible alternatives to the bypass, including use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. However, this condition is not satisfied if the permittee, in the exercise of reasonable engineering judgment, should have installed adequate back-up equipment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance; and

2.6.1.3 The permittee provides notice to the Department of a bypass event in the manner, as appropriate, under Appendix A, Part 2.6.2.

2.6.2 Notice of bypass

2.6.2.1 For an anticipated bypass, the permittee submits notice at least 10 days before the date of the bypass. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the conditions of Appendix A, Parts 2.6.1.1 and 2.6.1.2 .

2.6.2.2 For an unanticipated bypass, the permittee submits 24-hour notice, as required in 18 AAC 83.410(f) and Appendix A, Part 3.4, Twenty-four Hour Reporting.

2.6.2.3 Written notice must be sent to the Compliance and Enforcement Program address in Appendix A, Part 1.1.2.

2.6.3 Notwithstanding Appendix A, Part 2.6.1, a permittee may allow a bypass that:

2.6.3.1 Does not cause an effluent limitation to be exceeded, and

2.6.3.2 Is for essential maintenance to assure efficient operation.

2.7 Upset Conditions

- 2.7.1 In any enforcement action for noncompliance with technology-based permit effluent limitations, a permittee may claim upset as an affirmative defense. A permittee seeking to establish the occurrence of an upset has the burden of proof to show that the requirements of Appendix A, Part 2.7.2 are met.
- 2.7.2 To establish the affirmative defense of upset, the permittee must demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that:
- 2.7.2.1 An upset occurred and the permittee can identify the cause or causes of the upset;
 - 2.7.2.2 The permitted facility was at the time being properly operated;
 - 2.7.2.3 The permittee submitted 24-hour notice of the upset, as required in 18 AAC 83.410(f) and Appendix A, Part 3.4, Twenty-four Hour Reporting; and
 - 2.7.2.4 The permittee complied with any mitigation measures required under 18 AAC 83.405(e) and Appendix A, Part 1.5, Duty to Mitigate.
- 2.7.3 Any determination made in administrative review of a claim that noncompliance was caused by upset, before an action for noncompliance is commenced, is not final administrative action subject to judicial review.

2.8 Existing Manufacturing, Commercial, Mining, and Silvicultural Discharges

- 2.8.1 In addition to the reporting requirements under 18 AAC 83.410, an existing manufacturing, commercial, mining, and silvicultural discharger shall notify the Department as soon as that discharger knows or has reason to believe that any activity has occurred or will occur that would result in:
- 2.8.1.1 The discharge, on a routine or frequent basis, of any toxic pollutant that is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - 2.8.1.1.1 One hundred micrograms per liter (100 µg/L);
 - 2.8.1.1.2 Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile, 500 micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol, and one milligram per liter (1 mg/L) for antimony;
 - 2.8.1.1.3 Five times the maximum concentration value reported for that pollutant in the permit application in accordance with 18 AAC 83.310(c)-(g); or
 - 2.8.1.1.4 The level established by the Department in accordance with 18 AAC 83.445.
 - 2.8.1.2 Any discharge, on a non-routine or infrequent basis, of a toxic pollutant that is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - 2.8.1.2.1 Five hundred micrograms per liter (500 µg/L);
 - 2.8.1.2.2 One milligram per liter (1 mg/L) for antimony;
 - 2.8.1.2.3 Ten times the maximum concentration value reported for that pollutant in the permit application in accordance with 18 AAC 83.310(c)-(g); or
 - 2.8.1.2.4 The level established by the Department in accordance with 18 AAC 83.445.

3.0 Monitoring, Recording, and Reporting Requirements

3.1 Representative Sampling

A permittee must collect effluent samples from the effluent stream after the last treatment unit before discharge into the receiving waters. Samples and measurements must be representative of the volume and nature of the monitored activity or discharge.

3.2 Reporting of Monitoring Results

The permittee shall summarize monitoring results on the annual report form or approved equivalent. The permittee shall submit its annual report at the interval specified in the permit. The permittee shall sign and certify all annual reports and other reports in accordance with the requirements of Appendix A, Part 1.12, Signature Requirement and Penalties. The permittee shall submit the legible originals of these documents to the ADEC Compliance and Enforcement Program at the address in Appendix A, Part 1.1.2.

3.3 Additional Monitoring by Permittee

If the permittee monitors any pollutant more frequently than the permit requires using test procedures approved in 40 CFR Part 136, adopted by reference at 18 AAC 83.010, or as specified in this permit, the results of that additional monitoring must be included in the calculation and reporting of the data submitted in the DMR or annual report required by Appendix A, Part 3.2. All limitations that require averaging of measurements must be calculated using an arithmetic means unless the Department specifies another method in the permit. Upon request by the Department, the permittee must submit the results of any other sampling and monitoring regardless of the test method used.

3.4 Twenty-four Hour Reporting

A permittee shall report any noncompliance event that may endanger health or the environment as follows:

3.4.1 A report must be made:

3.4.1.1 Orally within 24 hours after the permittee becomes aware of the circumstances, and

3.4.1.2 In writing within five days after the permittee becomes aware of the circumstances.

3.4.2 A report must include the following information:

3.4.2.1 A description of the noncompliance and its causes, including the estimated volume or weight and specific details of the noncompliance;

3.4.2.2 The period of noncompliance, including exact dates and times;

3.4.2.3 If the noncompliance has not been corrected, a statement regarding the anticipated time the noncompliance is expected to continue; and

3.4.2.4 Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

3.4.3 An event that must be reported within 24 hours includes:

3.4.3.1 An unanticipated bypass that exceeds any effluent limitation in the permit (see Appendix A, Part 2.6, Bypass of Treatment Facilities).

- 3.4.3.2 An upset that exceeds any effluent limitation in the permit (see Appendix A, Part 2.7, Upset Conditions).
- 3.4.3.3 A violation of a maximum daily discharge limitation for any of the pollutants listed in the permit as requiring 24-hour reporting.
- 3.4.4 The Department may waive the written report on a case-by-case basis for reports under Appendix A, Part 3.4 if the oral report has been received within 24 hours of the permittee becoming aware of the noncompliance event.
- 3.4.5 The permittee may satisfy the written reporting submission requirements of Appendix A, Part 3.4 by submitting the written report via e-mail, if the following conditions are met:
 - 3.4.5.1 The Noncompliance Notification Form or equivalent form is used to report the noncompliance;
 - 3.4.5.2 The written report includes all the information required under Appendix A, Part 3.4.2;
 - 3.4.5.3 The written report is properly certified and signed in accordance with Appendix A, Parts 1.12.3 and 1.12.5.;
 - 3.4.5.4 The written report is scanned as a PDF (portable document format) document and transmitted to the Department as an attachment to the e-mail; and
 - 3.4.5.5 The permittee retains in the facility file the original signed and certified written report and a printed copy of the conveying email.
- 3.4.6 The e-mail and PDF written report will satisfy the written report submission requirements of this permit provided the e-mail is received by the Department within five days after the time the permittee becomes aware of the noncompliance event and the e-mail and written report satisfy the criteria of Part 3.4.5. The e-mail address to report noncompliance is: dec-wqreporting@alaska.gov

3.5 Other Noncompliance Reporting

A permittee shall report all instances of noncompliance not required to be reported under Appendix A, Parts 2.4 (Compliance Schedules), 3.3 (Additional Monitoring by Permittee), and 3.4 (Twenty-four Hour Reporting) at the time the permittee submits monitoring reports under Appendix A, Part 3.2. (Reporting of Monitoring Results). A report of noncompliance under this part must contain the information listed in Appendix A, Part 3.4.2 and be sent to the Compliance and Enforcement Program address in Appendix A, Part 1.1.2.

4.0 Penalties for Violations of Permit Conditions

Alaska laws allow the State to pursue both civil and criminal actions concurrently. The following is a summary of Alaska law. Permittees should read the applicable statutes for further substantive and procedural details.

4.1 Civil Action

Under AS 46.03.760(e), a person who violates or causes or permits to be violated a regulation, a lawful order of the Department, or a permit, approval, or acceptance, or term or condition of a permit, approval or acceptance issued under the program authorized by AS 46.03.020 (12) is liable, in a civil action, to the State for a sum to be assessed by the court of not less than \$500 nor more than \$100,000 for the initial violation, nor more than \$10,000 for each day after that on which the violation continues, and that shall reflect, when applicable:

- 4.1.1 Reasonable compensation in the nature of liquated damages for any adverse environmental effects caused by the violation, that shall be determined by the court according to the toxicity, degradability, and dispersal characteristics of the substance discharged, the sensitivity of the receiving environment, and the degree to which the discharge degrades existing environmental quality;
- 4.1.2 Reasonable costs incurred by the State in detection, investigation, and attempted correction of the violation;
- 4.1.3 The economic savings realized by the person in not complying with the requirements for which a violation is charged; and
- 4.1.4 The need for an enhanced civil penalty to deter future noncompliance.

4.2 Injunctive Relief

- 4.2.1 Under AS 46.03.820, the Department can order an activity presenting an imminent or present danger to public health or that would be likely to result in irreversible damage to the environment be discontinued. Upon receipt of such an order, the activity must be immediately discontinued.
- 4.2.2 Under AS 46.03.765, the Department can bring an action in Alaska Superior Court seeking to enjoin ongoing or threatened violations for Department-issued permits and Department statutes and regulations.

4.3 Criminal Action

Under AS 46.03.790(h), a person is guilty of a Class A misdemeanor if the person negligently:

- 4.3.1 Violates a regulation adopted by the Department under AS 46.03.020(12);
- 4.3.2 Violates a permit issued under the program authorized by AS 46.03.020(12);
- 4.3.3 Fails to provide information or provides false information required by a regulation adopted under AS 46.03.020(12);
- 4.3.4 Makes a false statement, representation, or certification in an application, notice, record, report, permit, or other document filed, maintained, or used for purposes of compliance with a permit issued under or a regulation adopted under AS 46.03.020(12); or
- 4.3.5 Renders inaccurate a monitoring device or method required to be maintained by a permit issued or under a regulation adopted under AS 46.03.020(12).

4.4 Other Fines

Upon conviction of a violation of a regulation adopted under AS 46.03.020(12), a defendant who is not an organization may be sentenced to pay a fine of not more than \$10,000 for each separate violation (AS 46.03.790(g)). A defendant that is an organization may be sentenced to pay a fine not exceeding the greater of: (1) \$200,00; (2) three times the pecuniary gain realized by the defendant as a result of the offense; or (3) three times the pecuniary damage or loss caused by the defendant to another, or the property of another, as a result of the offense (AS 12.55.035(c)(B), (c)(2), and (c)(3)).

APPENDIX - B Acronyms

(for the purposes of this permit)

Abbreviations	Nomenclature
AAC	Alaska Administrative Code
ADOT&PF	Alaska Department of Transportation and Public Facilities
APDES	Alaska Pollutant Discharge Elimination System
AS	Alaska Statute
BMP	Best Management Practice
C&D	Construction and Development
CFR	Code of Federal Regulations
CGP	Alaska Construction General Permit
CWA	Clean Water Act
DEC	Alaska Department of Environmental Conservation
DMR	Discharge Monitoring Report
DO	Dissolved Oxygen
EFH	Essential Fish Habitat
ELG	Effluent Limitation Guideline
EPA	United States Environmental Protection Agency
ESC	Erosion and Sediment Control
LID	Low Impact Development
MS4	Municipal Separate Storm Sewer System
MSGP	Multi-Sector General Permit
NMFS	United States National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
NURP	Nationwide Urban Runoff Program
QA/QC	Quality Assurance/Quality Control
QAPP	Quality Assurance Project Plan
SWMP	Storm Water Management Program
SWPPP	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
TSS	Total Suspended Solids
U.S.C.	United States Code
USFWS	United States Fish and Wildlife Service
WQS	Water Quality Standard

APPENDIX - C Definitions (for the purposes of this permit)

Word or Phrase	Definition
Best Management Practice or BMP	Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
Biennial	Occurring once every two years.
Clean Water Act (CWA)	Means the Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500 as amended by Pub.L 95-217, Pub.L 95-576, Pub.L. 96-483 and Pub.L. 97-117, 33 U.S.C. 1251 et seq.
Control Measure	For the purposes of this permit, means any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the United States.
Discharge	When used without a qualifier, refers to “discharge of a pollutant” as defined at 40 CFR §122.2.
Discharge Monitoring Report (DMR)	Means the EPA uniform national form, including any subsequent additions, revisions or modification for the reporting of self-monitoring results by permittees. See 40 CFR §122.2.
Discharge of Storm Water Associated with Construction Activity	For the purposes of this permit, refers to a discharge of pollutants in storm water runoff from areas where soil disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow areas, concrete truck washout, fueling) or other industrial storm water directly related to the construction process are located. (See 40 CFR §122.26(b)(14)(x) and 40 CFR §122.26(b)(15) for the two regulatory definitions of storm water associated with construction sites.)
Discharge of Storm Water Associated with Industrial Activity	Is defined at 40 CFR § 122.26(b)(14)
Discharge-related Activities	For the purposes of this permit include: activities which cause, contribute to, or result in storm water point source pollutant discharges and measures to control storm water discharges, including the siting, construction, and operation of best management practices to control, reduce or prevent storm water pollution.

Word or Phrase	Definition
Evapotranspiration	Means the sum of evaporation and transpiration of water from the earth's surface to the atmosphere. It includes evaporation of liquid or solid water plus the transpiration from plants.
Facility or Activity	Means any NPDES point source or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the NPDES or APDES program.
Green Infrastructure	Means runoff management approaches and technologies that utilize, enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse.
Illicit Connection	Means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.
Illicit Discharge	Defined at 40 CFR §122.26(b)(2) and refers to any discharge to a municipal separate storm sewer that is not entirely composed of storm water, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from fire fighting activities.
Industrial Activity	For the purposes of this permit, refers to the eleven categories of industrial activities included in the definition of discharges of storm water associated with industrial activity at 40 CFR§ 122.26(b)(14).
Industrial Storm Water	For the purposes of this permit, refers to storm water runoff associated with the definition of discharges of storm water associated with industrial activity.
Infiltration	The process by which storm water penetrates into soil.
Low Impact Development or LID	Means storm water management and land development techniques, controls and strategies applied at the parcel and subdivision scale that emphasize conservation and use of on-site natural features integrated with engineered, small scale hydrologic controls to more closely mimic pre-development hydrologic functions.
Maximum Extent Practicable	Means the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by CWA §402(p). A discussion of Maximum Extent Practicable as it applies to small MS4s is found at 40 CFR §122.34.
Measurable Goal	Means a quantitative measure of progress in implementing a component of the storm water management program.

Word or Phrase	Definition
Municipal Separate Storm Sewer	Means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR §122.2.
Municipal Separate Storm Sewer System (MS4)	Is used to refer to either a Large, Medium, or Small Municipal Separate Storm Sewer System. The term, as used within the context of this permit, refers to small MS4s (see definition below) and includes systems operated by a variety of public entities (e.g., military facilities, prisons, and systems operated by other levels of government).
Municipality	Means a city, town, borough, county, parish, district, association, or other public body created by or under State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA.
National Pollutant Discharge Elimination System (NPDES)	Means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318 and 405 of the CWA. The term includes an approved program
Outfall	For the purposes of this permit, means a point source (defined below) at the point where a municipal separate storm sewer discharges to waters of the United States and does not include open conveyances connecting two municipal separate storm sewers or pipes, tunnels, or other conveyances which connect segments of the same stream or other waters of the United States and are used to convey waters of the United States.
Owner or Operator	Means the owner or operator of any facility or activity subject to regulation under the NPDES program.

Word or Phrase	Definition
Point Source	Means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.
Pollutant	Defined at 40 CFR §122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.
Significant Contributors of Pollutants	Means any discharge that causes or could cause or contribute to a violation of surface water quality standards.
Small Municipal Separate Storm Sewer System	Is defined at 40 CFR §122.26(b)(16) and refers to all separate storm sewers that are owned or operated by the United States, A state, city, town, borough, county, parish, district association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States, but is not defined as large or medium municipal separate storm sewer system. This term includes systems similar to separate storm sewer systems in municipalities such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas such as individual buildings.
Snow Disposal Site	A snow disposal site is a centralized off-site storage location where snow is relocated and stored as part of the snow removal and management process.
Snow Management	Means the plowing, relocation, and collection of snow.
Storm Water	Is defined at 40 CFR §122.26(b)(13) and means storm water runoff, snow melt runoff, and surface runoff and drainage.
Storm Water Management Program (SWMP)	Refers to a comprehensive program to manage the quality of storm water discharged from the municipal separate storm sewer system.

Word or Phrase	Definition
Total Maximum Daily Load (TMDL)	An analysis of pollutant loading to a body of water detailing the sum of the individual waste load allocations for point sources and load allocations for non-point sources and natural background. See 40 CFR §130.2.
waters of the United States	Has the meaning given in 40 CFR §1222.22
Wetlands	Means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

APPENDIX - D MS4 – Summary Annual Report Form



ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM
MS4 – Summary Annual Report Form
Permit Number: AKS-053406

1. MS4 Information

 Name of MS4

 Name of Contact Person (First) (Last) (Title)

 Telephone (including area code) Email

 Mailing Address

 City State Zip Code

What size population does your MS4 serve? _____

What is the reporting period for this report? (mm/dd/yyyy) From _____ to _____

2. Water Quality Priorities

- A. Does your MS4 discharge to waters listed as impaired on a state 303(d) list? Yes No
- B. If yes, identify each impaired water, the impairment, whether a TMDL has been approved by EPA for each, and whether the TMDL assigns a wasteload allocation to your MS4. Use a new line for each impairment, and attach additional pages as necessary.

Impaired Water	Impairment	Approved TMDL		TMDL assigns WLA to MS4	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- C. What specific sources contributing to the impairment(s) are you targeting in your storm water program?

- D. Do you discharge to any high-quality waters (e.g., Tier 2, Tier 3, outstanding natural resource waters, or other state or federal designation)? Yes No
- E. Are you implementing additional specific provisions to ensure their continued integrity? Yes No

3. Public Education and Public Participation

- A. Is your public education program targeting specific pollutants and sources of those pollutants? Yes No

B. If yes, what are the specific sources and/or pollutants addressed by your public education program?

C. Note specific successful outcome(s) (e.g., quantified reduction in fertilizer use; NOT tasks, events, publications) fully or partially attributable to your public education program during this reporting period.

D. Do you have an advisory committee or other body comprised of the public and other stakeholders that provides regular input on your storm water program? Yes No

4. Construction

A. Do you have an ordinance or other regulatory mechanism stipulating:
Erosion and sediment control requirements? Yes No

Other construction waste control requirements? Yes No

Requirement to submit construction plans for review? Yes No

MS4 enforcement authority? Yes No

B. Do you have written procedures for:
Reviewing construction plans? Yes No

Performing inspections? Yes No

Responding to violations? Yes No

C. Identify the total number of active construction sites ≥ 1 acre in operation in your jurisdiction during the reporting period. _____

D. How many of the sites identified in 4.C did you inspect during this reporting period? _____

E. Describe, on average, the frequency with which your program conducts construction site inspections.

F. Do you prioritize certain construction sites for more frequent inspections?
If Yes, based on what criteria? Yes No

G. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

Yes Notice Of Violation # _____ No Authority

Yes Administrative Fines # _____ No Authority

Yes Stop Work Orders # _____ No Authority

Yes Civil Penalties # _____ No Authority

Yes Criminal Actions # _____ No Authority

Yes Administrative Orders # _____ No Authority

Yes Other _____ # _____

H. Do you use an electronic tool (e.g., GIS, data base, spreadsheet) to track the locations, inspection results, and enforcement actions of active construction sites in your jurisdiction? Yes No

I. What are the 3 most common types of violations documented during this reporting period?
a. _____ b. _____ c. _____

J. How often do municipal employees receive training on the construction program? _____

5. Illicit Discharge Elimination

- A. Have you completed a map of all outfalls and receiving waters of your storm sewer system? Yes No
- B. Have you completed a map of all storm drain pipes and other conveyances in the storm sewer system? Yes No
- C. Identify the number of outfalls in your storm sewer system. _____
- D. Do you have documented procedures, including frequency, for screening outfalls? Yes No
- E. Of the outfalls identified in 5.C, how many were screened for dry weather discharges during this reporting period? _____
- F. Of the outfalls identified in 5.C, how many have been screened for dry weather discharges at any time since you obtained MS4 permit coverage? _____
- G. What is your frequency for screening outfalls for illicit discharges? Describe any variation based on size/type. _____

- H. Do you have an ordinance or other regulatory mechanism that effectively prohibits illicit discharges? Yes No
- I. Do you have an ordinance or other regulatory mechanism that provides authority for you to take enforcement action and/or recover costs for addressing illicit discharges? Yes No
- J. During this reporting period, how many illicit discharges/illegal connections have you discovered? _____
- K. Of those illicit discharges/illegal connections that have been discovered or reported, how many have been eliminated? _____
- L. How often do municipal employees receive training on the illicit discharge program? _____

6. Storm Water Management for Municipal Operations

- A. Have storm water pollution prevention plans (or an equivalent plan) been developed for:
 - All public parks, ball fields, other recreational facilities and other open spaces Yes No
 - All municipal fleet and building maintenance activities Yes No
 - All municipal construction activities, including those disturbing greater than 1 acre Yes No
 - All municipal storm water system maintenance Yes No
 - All municipal snow disposal site operation and maintenance activities Yes No
 - Other _____
- B. Are storm water inspections conducted at these facilities? Yes No
- C. If Yes, at what frequency are inspections conducted? _____
- D. List activities for which operating procedures or management practices specific to storm water management have been developed (e.g., road repairs, catch basin cleaning). _____

- E. Do you prioritize certain municipal activities and/or facilities for more frequent inspection? Yes No
- F. If Yes, which activities and/or facilities receive most frequent inspections? _____
- G. Do all municipal employees and contractors overseeing planning and implementation of storm water-related activities receive comprehensive training on storm water management? Yes No
- H. If yes, do you also provide regular updates and refreshers? Yes No

I. If so, how frequently and/or under what circumstances?

7. Long-term (Post-Construction) Storm Water Measures

- A. Do you have an ordinance or other regulatory mechanism to require:
- Site plan reviews for storm water/water quality of all new and re-development projects? Yes No
 - Long-term operation and maintenance of storm water management controls? Yes No
 - Retrofitting to incorporate long-term storm water management controls? Yes No

B. If you have retrofit requirements, what are the circumstances/criteria?

C. What are your criteria for determining which new/re-development storm water plans you will review (e.g., all projects, projects disturbing greater than one acre, etc.)

D. Do you require water quality or quantity design standards or performance standards, either directly or by reference to a state or other standard, be met for new development and re-development? Yes No

E. Do these performance or design standards require that pre-development hydrology be met for:

- Flow volumes Yes No
- Peak discharge rates Yes No
- Discharge frequency Yes No
- Flow duration Yes No

F. Please provide the URL/reference where all post-construction storm water management standards can be found.

G. How many development and redevelopment project plans were reviewed during the reporting period to assess impacts to water quality and receiving stream protection? _____

H. How many of the plans identified in 7.G were approved? _____

I. How many privately owned permanent storm water management practices/facilities were inspected during the reporting period? _____

J. How many of the practices/facilities identified in 7.I were found to have inadequate maintenance? _____

K. How long do you give operators to remedy any operation and maintenance deficiencies identified during inspections? _____

L. Do you have authority to take enforcement action for failure to properly operate and maintain storm water practices/facilities? Yes No

M. How many formal enforcement actions (i.e., more than a verbal or written warning) were taken for failure to adequately operate and/or maintain storm water management practices? _____

N. Do you use an electronic tool (e.g., GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? _____

O. Do all municipal departments and/or staff (as relevant) have access to this tracking system? Yes No

P. How often do municipal employees receive training on the post-construction program? _____

8. Additional Information

Please include any additional information on the performance of your MS4 program. If providing clarification to any of the questions on this form, please provide the question number (e.g., 2C) in your response.

Certification Statement and Signature

Yes I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Per Appendix A, Part 1.12.2 This report to be signed as follows: **For a municipal, State, Federal, or other public facility:** by either a principal executive or ranking elected official; **for a corporation,** a responsible corporate officer.

Signature

Date

Name of Certifying Official, Title

Signature

Date

Name of Certifying Official, Title

Signature

Date

Name of Certifying Official, Title

Signature

Date

Name of Certifying Official, Title

**ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM****PERMIT FOR STORM WATER DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

FINAL - FACT SHEET

Permit Number: AKS053406

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501

Public Notice Start Date: April 4, 2018

Public Notice Expiration Date: May 4, 2018

[Alaska Online Public Notice System](#)

Technical Contact: Angela Hunt
Alaska Department of Environmental Conservation
Division of Water, Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501
907-269-7599
Fax 907-269-3487
Angela.Hunt@alaska.gov

Proposed reissuance of the Alaska Pollutant Discharge Elimination System (APDES) Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) within the

**City of Fairbanks,
City of North Pole,
University of Alaska - Fairbanks, and
Alaska Department of Transportation and Public Facilities
(hereinafter co-permittees)**

The Alaska Department of Environmental Conservation (the Department or DEC) proposes to reissue an APDES MS4 Permit (permit) for discharges from small MS4s. The permit authorizes and sets conditions on the discharge of pollutants from municipal activities to waters of the United States. In order to ensure protection of water quality and human health, the permit establishes conditions, prohibitions, and management practices for discharges of storm water from the MS4s owned or operated by the co-permittees.

This fact sheet explains the nature of potential discharges from MS4 activities and the steps in the development of the permit, including:

- information on public comment, public hearing, and appeal procedures,
- a listing of proposed control measures and other conditions,
- technical material supporting the conditions in the permit, and
- proposed inspection, monitoring, and reporting requirements in the permit.

Appeals Process

The Department has both an informal review process and a formal administrative appeal process for final APDES permit decisions. An informal review request must be delivered within 15 days after receiving the Department's decision to the Director of the Division of Water at the following address:

Director, Division of Water
Alaska Department of Environmental Conservation
555 Cordova Street
Anchorage, AK 99501

Interested persons can review 18 AAC 15.185 for the procedures and substantive requirements regarding a request for an informal Department review. See <http://dec.alaska.gov/commish/review-guidance/informal-reviews> for information regarding informal reviews of Department decisions.

An adjudicatory hearing request must be delivered to the Commissioner of the Department within 30 days of the permit decision or a decision issued under the informal review process. An adjudicatory hearing will be conducted by an administrative law judge in the Office of Administrative Hearings within the Department of Administration. A written request for an adjudicatory hearing shall be delivered to the Commissioner at the following address:

Commissioner
Alaska Department of Environmental Conservation
410 Willoughby Street, Suite 303
Juneau AK, 99811-1800

Interested persons can review 18 AAC 15.200 for the procedures and substantive requirements regarding a request for an adjudicatory hearing. See <http://dec.alaska.gov/commish/review-guidance/adjudicatory-hearing-guidance> for information regarding appeals of Department decisions.

Documents are Available for Review

The permit, fact sheet, and related documents can be reviewed or obtained by visiting or contacting the Department between 8:00 a.m. and 4:30 p.m., Monday through Friday at the addresses below. The permit, fact sheet, and related documents can also be located on the Departments Wastewater Discharge Authorization Program website <http://dec.alaska.gov/water/wastewater>.

Alaska Department of Environmental Conservation
Division of Water
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501
(907) 269-6285

Alaska Department of Environmental Conservation
Division of Water
Wastewater Discharge Authorization Program
610 University Ave.
Fairbanks, AK 99709
(907) 451-2183

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1.0 INTRODUCTION

Storm water is the surface runoff that results from rain and snow melt. Urban development alters the land's natural infiltration, and human activity generates pollutants that can accumulate on paved or impervious surfaces. Uncontrolled storm water discharges from urban areas can negatively impact water quality¹.

The federal Clean Water Act (CWA) and the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) storm water regulations establish permit requirements for discharges from certain publicly-owned separate storm sewer systems located in urban areas to control pollutants to the maximum extent practicable.

EPA defines "municipal separate storm sewer" and those considered to be "large", "medium", and "small" MS4s at 40 Code of Federal Regulations (CFR) §122.26(b). In general, a MS4 includes any publicly-owned conveyance or system of conveyances used for collecting and conveying storm water, which discharges to waters of the United States. An MS4 includes roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains. EPA has designated large, medium, and small MS4s based on the population the system served; these regulated MS4s must obtain NPDES permit coverage for their discharges. Permits for MS4s require the implementation of a storm water management program (SWMP) to control pollutants in the MS4 discharge to the maximum extent practicable.

The permit and fact sheet reference various state and federal regulations. The state regulations are found in the Alaska Administrative Code (AAC), Chapter 83 "Alaska Pollutant Discharge Elimination System Program" (18 AAC 83). The federal regulations are adopted by reference into the state APDES regulations in 18 AAC 83.010(b)(3). As an aid to readers, however, the permit and fact sheet in some areas cite the federal regulations where specific regulatory language can be found.

EPA previously issued an NPDES permit for an MS4 owned and operated by four permittees: City of Fairbanks, City of North Pole, University of Alaska, and the Alaska Department of Transportation and Public Facilities on June 1, 2005. The permit expired on May 31, 2010. In October 2009, EPA transferred authority to administer the APDES program to DEC. When the permit expired in May 2010, DEC administratively extended the permit pursuant to 18 AAC 83.155(c) until it was reissued on June 10, 2013. Following the application requirements in 18 AAC 83.110(d), the co-permittees submitted an application for reissuance of their permit on January 9, 2018. The permit was administratively extended pursuant to 18 AAC 83.155(c).

The permittees have continued to implement SWMP activities in compliance with the previous permit and to submit Annual Reports.

¹ See Results of the Nationwide Urban Runoff Program, Executive Summary, EPA Office of Water (1983); NPDES Regulations for Revision of the Water Pollution Control Program Addressing Stormwater Discharges, 64 Fed. Reg. 68726 (Dec. 8, 1999); and National Water Quality Inventory, 1998 Report to Congress, EPA.

The permit associated with this fact sheet implements the requirements of the Phase II storm water program for small MS4s in urbanized areas². The permit requires the co-permittees to continue implementation of a comprehensive jurisdiction-wide municipal SWMP and outlines the actions and activities to be used by the co-permittees to control pollutants in urban storm water discharges to the maximum extent practicable. Monitoring of certain storm water discharges is required to determine the effectiveness of best management practices (BMPs) and to estimate pollutant loading to impaired receiving waters. Annual reporting is required to provide information on the collective status of the SWMP implementation.

2.0 BACKGROUND

2.1 Delegation of Authority

In October 2008 EPA approved Alaska's application to administer the NPDES Program. The State's program is called the Alaska Pollutant Discharge Elimination System (APDES) Program. EPA's approval of the application included transferring authority to administer the APDES Program in phases. Authority to administer the storm water program transferred to DEC on October 31, 2009; however, EPA retains oversight authority over DEC's APDES Program.

2.2 Permit Area and Applicants

In accordance with Section 402(p) of the CWA and federal regulations at 40 CFR §122.32, the permit coverage area is on a system-wide basis for the following MS4 permittees:

City of Fairbanks 2121 Peger Road Fairbanks, AK 99709	City of North Pole 125 Snowman Lane North Pole, AK 99705
University of Alaska- Fairbanks P.O. Box 757380 Fairbanks, AK 99775	Alaska Dept of Transportation and Public Facilities Northern Regional Office 2301 Peger Road Fairbanks, AK 99709

The four permittees are collectively referred to as the co-permittees. The storm sewer systems owned and operated by the co-permittees are located within the boundaries of the City of Fairbanks, City of North Pole, and University of Alaska Fairbanks. The permit area for the Alaska Department of Transportation and Public Facilities (ADOT&PF) consists of an MS4 owned or operated within the urbanized area boundary of the Fairbanks area. See APPENDIX A for a map of the Fairbanks Urbanized Area. A comprehensive storm sewer system map for the Fairbanks area is available at <http://fnsb.us/gis/Pages/GIS-Viewers.aspx> and is maintained on behalf of both the Fairbanks North Star Borough and the co-permittees. Note the Fairbanks Urbanized Area encompasses Fort Wainwright, which is federal property and where the co-permittees do not own or operate the MS4; therefore, this permit does not include permit

² 64 FR 68754 (December 8, 1999) <http://www.gpo.gov/fdsys/pkg/FR-1999-12-08/pdf/99-29181.pdf>

coverage for Fort Wainwright and other similar federal property located within the Fairbanks Urbanized Area.

2.3 Description of the Co-permittees MS4s in the Fairbanks Urbanized Area and Discharge Locations

The terms municipal separate storm sewer and small municipal separate storm sewer system are defined at 40 CFR §122.26(b)(8) and (b)(16), respectively. MS4s include any publicly-owned conveyance or system of conveyances used for collecting and conveying storm water that discharges to waters of the United States. The term municipality is defined at 40 CFR §122.2. An MS4 can be owned or operated by a federal, state, local or tribal entity, and includes systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings.

The co-permittees' surface runoff within their jurisdictions is directed to a system of mostly interconnected conveyances, which consist of subsurface storm sewers, roadside ditches, and surface streets. These systems provide drainage for an area of approximately 14.4 square miles, encompassing the City of Fairbanks, City of North Pole, and the University of Alaska–Fairbanks. The MS4 operated by the ADOT&PF provides drainage for approximately 610 miles of roads and highways within the Fairbanks area.

Drainage systems in some areas of the co-permittees' respective jurisdiction have been documented in a hydrologic study conducted by the co-permittees. Many roadside ditches are designed to facilitate drainage from the paved areas and, because of the local geology, may function as infiltration basins and therefore are not conveying any significant flow of water. During the 2005 permit term, co-permittees completed a detailed system assessment and map to further define the extent of the systems and identify the location of all outfalls.

2.4 Storm Water Management Program Accomplishments

The co-permittees have managed urban storm water discharges from their MS4s in accordance with their SWMP since 2005. The co-permittees have developed a variety of specific local requirements, assessments, and guidance material which allow them to effectively manage pollutants in storm water discharges within the Fairbanks Urbanized area, including:

- Ordinances:
 - City of Fairbanks Code of Ordinances
 - Division 10 – Construction Site Storm Water Runoff
 - Division 11 – Illicit Discharge Detection and Elimination
 - Division 12 – Post-Construction Storm Water Management
 - City of North Pole Code of Ordinances
 - Chapter 12.24 – Illicit Discharge Detection and Elimination
 - Chapter 15.66 – Construction Site Storm Water Runoff
 - Chapter 15.74 – Post-Construction Storm Water Management
- Fairbanks and North Pole Storm Water Management Program Guide (April 2010, 2nd Edition)

- Site Development Plan Review – Storm Water BMP Design Guide (Fairbanks North Star Borough, Dept of Public Works, March 2010)
- Fairbanks Storm Water Advisory Committee
- Comprehensive MS4 and Industrial Facilities Map
- Annual Stream Cleanup Day
- Adopt-A-Stream Program
- Volunteer Water Quality Monitor (Tanana Valley Watershed Association)
- Storm Drain Stenciling Program and Art Contest
- 10 Ways you can prevent Storm Water Runoff Pollution Brochure, Fairbanks Storm Water Advisory Committee, 2010
- Green Infrastructure Resource Guide for Fairbanks, Alaska – Cold Climate Housing Research Center, 2012
- BMP Effectiveness Report for Fairbanks, Alaska – Shannon & Wilson, 2006
- Storm Water BMP Design Supplement for Cold Climates, Center for Watershed Protection, 1997
- Alaska Storm Water Pollution Prevention Plan Guide, Alaska Department of Transportation & Public Facilities, 2005

Links to these materials and other relevant references are posted on the Fairbanks Stormwater Management Program website at <http://www.fnsb.us/pw/Pages/Storm-Water.aspx>

3.0 DESCRIPTION OF MUNICIPALITY AND RECEIVING WATERS

3.1 Municipal Summary

The City of Fairbanks serves as the regional service and supply center for Interior Alaska. The city and surrounding development offers a diverse economy, including city, borough, state and federal government services, as well as being the regional center for transportation, communication, repair services, financial services, and medical services. The University of Alaska is the largest employer. Based on the results of the 2010 census, the population of the City of Fairbanks is 31,535 people.

The City of North Pole is located 14 miles southeast of the City of Fairbanks. Based on the results of the censuses in 2010, the population of the City of North Pole is 2,117 people.

3.2 Precipitation and Temperature

The region has a continental subarctic climate with the warmest summers in the state, as well as the lowest record winter temperatures with extremes ranging from above 90 °F to below -60 °F. Mean annual temperatures average slightly below freezing, with a mean summer (June through August) temperature of approximately 59 °F and a mean winter (November through March) temperature of approximately -1 °F. Wintertime temperatures are strongly controlled by ground-based inversions, and may vary widely over short distances and in response to human modification of the local environment. The average annual precipitation is slightly above 10

inches with July and August on average the wettest months and April the driest. Snow covers the ground continuously from mid-October to late April with an average annual snowfall of approximately 68 inches and a mean monthly snow depth of approximately 14 inches. Figure 1 and Figure 2 show the average total monthly precipitation and the average daily temperature and precipitation for the Fairbanks International Airport.

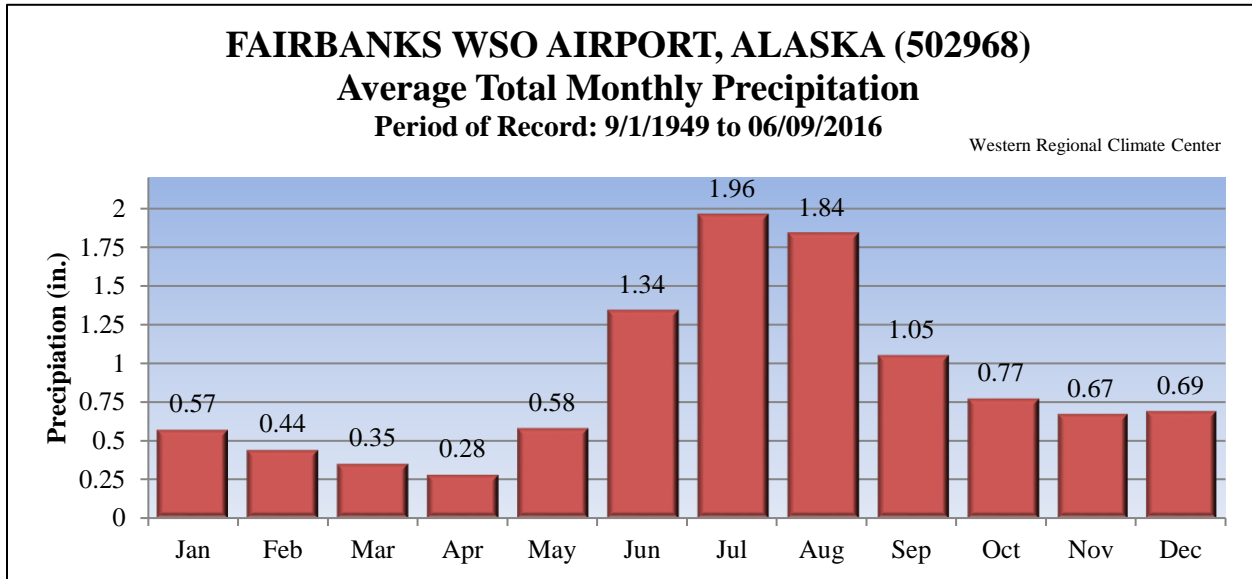


Figure 1: Average Total Monthly Precipitation

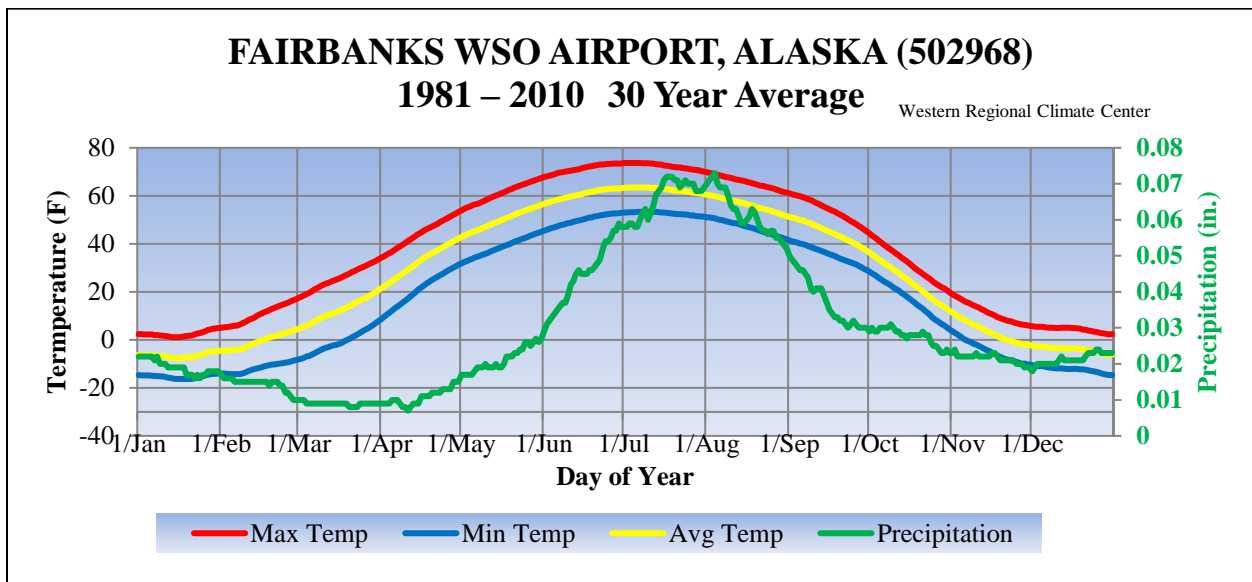


Figure 2: Average Daily Temperature and Precipitation for Fairbanks International Airport

The National Oceanic and Atmospheric Administration’s Western Regional Climate Center maintains historical climate information for various weather stations throughout the western United States. Annual average rainfall for the Fairbanks area is approximately 10.54 inches per year, with most of the precipitation occurring during the summer months. Snow is the

predominant precipitation during the winter months in the Fairbanks area. Dates of spring breakup and fall/winter freezing cannot be predicted exactly. Using Figure 2, average daily temperature and precipitation, the aforementioned events are expected to occur from late April to early May and around mid-October.

3.3 Receiving Waters

3.3.1 Water Quality Standards

The protection of surface water occurs primarily through the development, adoption, and implementation of Water Quality Standards (WQS) and the use of the WQS in APDES permits. The WQS designate specific uses for which water quality must be protected. Alaska WQS designate seven uses for fresh waters (A) water supply: (i) drinking, culinary, and food processing; (ii) agriculture, including irrigation and stock watering; (iii) aquaculture; (iv) industrial; (B) water recreation: (i) contact recreation, (ii) secondary recreation; and (C) growth and propagation of fish, shellfish, other aquatic life, and wildlife. State waters within the Fairbanks Urbanized Area have been classified by DEC in 18 AAC 70.020 as fresh water with all seven designated uses mentioned above. Specific state water reclassified under section 18 AAC 70.0230(e) for Chena River from the confluence with Chena Slough to the confluence of Chena and Tanana Rivers is protected only for the following mentioned designated uses (A) water supply: (ii) agriculture, including irrigation and stock watering; (iii) aquaculture; (iv) industrial; (B) water recreation: (i) contact recreation, (ii) secondary recreation; and (C) growth and propagation of fish, shellfish, other aquatic life, and wildlife.

3.3.2 Potential Municipal Pollutants of the Receiving Waters

Storm water discharges can have highly variable levels of pollutants. EPA's Federal Register Notice states that turbidity levels in discharges from Construction and Development (C&D) sites may range from as low as 10–50 Nephelometric Turbidity Unit (NTU) to several thousand NTU. (Fed. Reg. Vol. 73, No. 230 p. 72572) Sediment from construction projects that discharge to the clear-water tributaries can have the greatest impact on the fisheries.

Sediment in water is generally considered in two broad categories. First, settleable solids rapidly settle out of the water and move downstream or down a ditch if rolled along the bottom or resuspended by currents. Second, suspended sediment remains in the water column due to water turbulence, particle shape, and/or low specific gravity of individual particles. EPA selected turbidity as a measure of the fine-material fraction of suspended sediment for use in the C&D Effluent Limitation Guideline (ELG) as the pollutant to sample for at C&D sites. EPA defined turbidity as “an expression of the optical property that causes light to be scattered and absorbed rather than transmitted with no change in direction of flux level through the sample ... caused by suspended and colloidal matter such as clay, silt, finely divided organic and inorganic matter, and plankton and other microscopic organisms.” One unit of measure of turbidity is the NTU. The NTU is based on the use of nephelometer, an instrument that measures the amount of light scattered by a water sample at 90° to the path of incident light. This measurement is calibrated against the scattering of light in a standard suspension of formazin polymer and is reported in NTU.

Turbidity in Alaska's streams and rivers ranges from extremely low values of less than 1 NTU in clear-water drainages to intermediate levels of 50 NTU to naturally high levels of 50-4,000 NTU in several major rivers (Lloyd, 1986). Sampling at 46 sites in wadable streams in the Tanana River basin found a range in turbidity from 0.1 to 716 NTU, with a median value of 1.7 NTU. (Rinella, et.al., 2009)

3.3.3 Impaired Waters

The primary receiving waters within the urbanized area are Beaver Springs, Chena River, Chena Slough, and Noyes Slough. Although any water body impacted by storm water from a new development or redevelopment project must be considered in the design and implementation of BMPs; these primary receiving waters (with the exception of Beaver Springs) are identified as impaired on the DEC's CWA §303(d) list and require added attention. The State of Alaska's *Final 2010 Integrated Water Quality Monitoring and Assessment Report* identifies the pollutants of concern for Noyes Slough as petroleum products, sediment, and residues (debris) from urban runoff, and for the Chena River and Chena Slough as sediment from urban runoff.

Any water body which does not, or is not expected to, meet applicable WQS is described as impaired or as a water quality-limited segment. Section §303(d) of the CWA requires states to develop Total Maximum Daily Load (TMDL) management plans for water bodies which are determined to be impaired. Developers must ensure the project design and construction site controls adhere to all approved TMDLs, as well as identify other potential pollutants of concern for the design so appropriate BMPs are selected to address those pollutants.

Alaska's Final 2010 Integrated Water Quality Monitoring and Assessment Report (DEC, 2010) lists Chena River, Chena Slough, and Noyes Slough as not meeting WQS for sediment. Noyes Slough is also listed for not meeting the water quality standard for petroleum hydrocarbons, oil and grease because of persistent observations of petroleum sheens. A TMDL for residue has been in place since 2008 for Noyes Slough. Since the 2010 report, DEC developed and EPA approved TMDL for the sheen component of the petroleum hydrocarbons, oil and grease standard for Noyes Slough. The TMDL documentation is available at <http://dec.alaska.gov/water/water-quality/impaired-waters.aspx>. In each of these waters, urban runoff is indicated as a potential source of these pollutants.

The Chena River and Chena Slough were previously listed in 1994 for non-attainment of the petroleum hydrocarbons, oils and grease WQS with the primary pollutant source identified as urban runoff. Sampling in 2005, 2007, and 2009 for hydrocarbons has shown the Chena River and Chena Slough met WQS, and the impairment status for petroleum hydrocarbons, oils and grease was subsequently removed per the *Alaska's Final 2010 Integrated Water Quality Monitoring and Assessment Report* (DEC, 2010).

4.0 PERMIT CONDITIONS

This section is intended to help the regulated community and members of the public understand the intent and basis of the actual permit language. If any confusion or conflicts exist between this summary and the actual permit language, the co-permittee must comply with the permit as

written. The number in parentheses following the fact sheet section headers refers to the Part of the permit.

The conditions established by the permit are based on Section 402(p)(3)(B) of the CWA, 33 U.S.C. §1342(p)(3)(B). This section requires that a permit for an MS4 must effectively prohibit non-storm water discharges from entering the MS4 and requires controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods, and such other provisions as the permitting authority determines appropriate for the control of such pollutants.

The permit proposes the use of BMPs as the primary means to control the sources of pollution in storm water discharges. DEC has determined that BMPs implemented and enforced through a comprehensive local SWMP are the most effective mechanism for reducing the discharge of pollutants to the maximum extent practicable and for complying with the water quality provisions of the CWA. EPA considers maximum extent practicable to be an iterative process in which an initial SWMP is proposed and then periodically upgraded as new BMPs are developed or new information becomes available concerning the effectiveness of existing BMPs.³ DEC agrees with EPA's iterative process approach for MS4 improvement. The NPDES regulations at 40 CFR §122.44(k) allow for use of BMPs when numeric limits are infeasible. EPA's *Interim Permitting Approach for Water Quality-Based Effluent Limitations in Storm Water Permits Policy* (August 1996) addresses the use of BMPs in storm water permits to provide for attainment of WQS. This policy is available on-line at <http://www.epa.gov/npdes/pubs/swpol.pdf>.

The NPDES application requirements for MS4 operators at 40 CFR §122.33 describe in detail the information that must be submitted to DEC to obtain permit coverage. MS4 operators are required to develop, implement, and enforce a SWMP designed to reduce the discharge of pollutants from their MS4 to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the CWA. 40 CFR §122.34 outlines six minimum control measures the SWMP must include. DEC then determines the specific permit conditions necessary to reduce the discharge of pollutants to the maximum extent practicable. DEC carefully considered the program information submitted by the co-permittees in their APDES application to develop the SWMP requirements in the permit, as well as information contained in Annual Reports from the previous permit term to develop the required permit conditions. The permit application and associated amendment are included in the administrative record supporting this permitting decision.

4.1 APPLICABILITY

4.1.1 Discharges Authorized Under this Permit

The permit authorizes all existing storm water discharges to waters of the United States from the portions of the MS4s owned or operated by the co-permittees within the co-permittees' boundaries and the Fairbanks Urbanized Area.

³ 64 FR 68754 (December 8, 1999)

The permit limits the authorization to discharge municipal storm water in a variety of ways:

1. Storm runoff that is commingled with flows from process wastewater, non-process wastewater, and storm water associated with industrial or construction activity (as defined in 40 CFR §122.26(b)(14) and (15)), or other discharge flows are allowed provided the commingled flows are already authorized by a separate APDES individual or general permit.
2. Certain types of non-precipitation related run off (referred to as non-storm water) listed in 40 CFR §122.26(d)(2)(iv)(B)(1) are also allowed to enter the MS4s as long as the discharges are not considered to be sources of pollution to the waters of the United States in the Fairbanks area. However, the co-permittees are responsible for the quality of the combined discharge and therefore have an interest in locating any uncontrolled or unpermitted discharges to the storm drain system. In Part 3.3, the permit requires the co-permittees to prohibit, through ordinance or other enforceable means, all other types of non-storm water discharges into the MS4s.
3. Discharges from the MS4s must not cause violations of state WQS.

4.1.2 Limitations on Permit Coverage

4.1.2.1 Non-Storm Water Discharges

The permit authorizes the discharge of non-storm water if it meets one of three conditions: 1) the discharge is in compliance with a separate APDES permit, 2) the discharge is the result of a spill due to unforeseen weather event or consists of an emergency discharge, or 3) consists of uncontaminated water from a list of approved sources.

4.1.2.2 Discharges Threatening Water Quality

The permit does not authorize the discharge of storm water that the Department determines will cause, have the reasonable potential to cause, or contribute to violations of WQS.

4.1.2.3 Snow Disposal to Receiving Waters

Disposal of snow directly into waters of the United States, or directly to the MS4s, is prohibited, due to concerns that the accumulated snow and melt water may contain elevated levels of chloride and other salts, suspended sediment, turbidity, and metals associated with sediment and turbidity. Discharges of snow melt resulting from or associated with the co-permittees' snow management practices (such as street plowing, and application of traction material) are conditionally authorized, provided such activities are conducted in accordance with BMPs and a manner that minimizes adverse water quality impacts. DEC recognizes the co-permittee's use of the snow management practice of using ditches for snow storage as an acceptable management practice. The primary function of using the ditches during the winter months is for snow storage and as is part of the co-permittee's snow disposal and management practices. The ditches are maintained by the co-permittees and are lined with gravel, soil, and vegetation that allows melting of snow and rainwater to infiltrate into the ground to help filter pollutants from directly entering surface receiving waters. As stated in the Permit, discharges from the co-permittee's snow disposal and snow management practices are authorized under this permit when such

practices are operated using appropriate best management practices (BMPs) required in Part 3.6 Pollution Prevention and Good Housekeeping. BMPs may include detention basins, dikes, berms, and vegetative buffers. BMPs shall be designed, operated, and maintained to prevent and reduce pollutants in the discharges to the maximum extent practicable so as to avoid excursions above WQS.

4.1.2.4 Discharges to Water Quality-Impaired Receiving Waters

The CWA mandates that states monitor and report on the quality of their waters. Section §305(b) requires that the quality of all water bodies be characterized and Section §303(d) requires that states list any water bodies that do not meet WQS. DEC develops and publishes an integrated water quality assessment report as required by the CWA. The most recent final report is the *Alaska’s Final 2010 Integrated Water Quality Monitoring and Assessment Report* (DEC, 2010).

Waters that do not meet the numeric/narrative criteria for their use designation(s) are listed as impaired, in compliance with the CWA and state rules. DEC currently lists approximately 65 waters as impaired, with about 30 listed as candidates for development of a TMDL (DEC, 2010). TMDLs typically define both waste load allocations (WLAs) and load allocations (LAs) that specify how much of a particular pollutant can be discharged from both regulated and unregulated sources, respectively, such that the water body will again meet WQS. In a water body with an approved TMDL, any APDES permit conditions must be consistent with the assumptions and requirements of available WLAs. See 40 CFR §122.44(d)(1)(vii)(B). Table 1 summarizes the water bodies in the Fairbanks Urbanized Area listed as impaired.

Table 1: Impaired Water Bodies in Fairbanks – 2010

Pollutant Source	Water body	Pollutant	Category
Urban Runoff	Noyes Slough	Residues (debris)	4a
Urban Runoff	Noyes Slough	Petroleum Hydrocarbons, Oil and Grease (sheens)	5*
Urban Runoff	Noyes Slough	Sediment	5
Urban Runoff	Chena Slough	Sediment	5
Urban Runoff	Chena River	Sediment	5
Source: Alaska’s Final 2010 Integrated Water Quality Monitoring and Assessment Report (July 2010) Note: Category 4a – Impaired water with a final/approved TMDL Category 5 – Impaired water, Section 303(d) list, require TMDL *A TMDL for the sheen component of the petroleum hydrocarbons, oil and grease WQS was developed for Noyes Slough and approved by EPA in 2011; it will be moved to category 4a in DEC’s next Integrated Report.			

Pollutant Allocations in the Noyes Slough TMDLs

TMDLs should define waste load allocations (WLAs) for point source discharges, and load allocations (LAs) for nonpoint source discharges. In a guidance memo issued in 2002, EPA set forth options for addressing NPDES regulated storm water discharges in TMDLs. See “*Establishing Total Maximum Daily Load Wasteload Allocations for Storm Water Sources and NPDES Permit Requirements Based on Those WLAs*” (2002 TMDL Guidance Memo). The 2002 TMDL Guidance memo also explained how to establish effluent limits for APDES regulated storm water discharges from applicable WLAs.

EPA has approved the TMDLs for the Noyes Slough for Residues (Debris) and Petroleum Hydrocarbons, Oil and Grease (Sheens). DEC is currently collecting data to evaluate the sediment impairment for the Chena River, Chena Slough, and Noyes Slough.

Residues (Debris) in Noyes Slough. The TMDL for the Noyes Slough for Residues (Debris) refers only to human-caused residues, and should not be confused with naturally occurring woody debris. The major sources of debris in the watershed include urban runoff and direct dumping. The debris has typically consisted of appliances, scrap building materials, concrete, and asphalt, as well as shopping carts, tires, litter, paper products, and cans. The debris enters Noyes Slough directly from littering or indirectly from storm water runoff and snow melt. Since the WQS for debris does not allow for any unpermitted, human-caused inputs to the system, the TMDL for debris in Noyes Slough is set to zero. Similarly, the loading capacity and waste load allocation are also set to zero. Due to the nature of debris impairment, the main focus of the TMDL is centered on development of strategies for reducing the presence of debris in Noyes Slough, which includes clean-up activities and the prevention of debris entering the water body.

Debris that enters the slough from storm water runoff likely includes smaller forms of debris such as bottles, cans, and paper products; however, it is not possible to determine which portion of the debris content is delivered from the MS4 and non-MS4 areas. A number of actions by the co-permittees have increased public awareness of the importance of Noyes Slough as a resource, there is increased use of garbage receptacles by private land owners adjacent to the Slough and increased enforcement of local ordinances that have reduce the amount of debris input into the water body. However, as it is not practical to expect that all debris will be controlled even with the best preventative measures, cleanup activities are still an integral, ongoing part of the solution to the debris in Noyes Slough. Many of the activities aimed at reducing the debris are already ongoing through the work of the MS4 co-permittees, the MS4 (Fairbanks North Star Borough, FNSB), and the Tanana Valley Watershed Association (TVWA) in the Fairbanks Urbanized Area.

Petroleum Hydrocarbons, Oils and Grease in Noyes Slough. The petroleum hydrocarbons, oils and grease loads potentially enter Noyes Slough from urban runoff and snowmelt. Sheens can indicate the presence of petroleum hydrocarbons, which can cause a wide range of impairments to aquatic life and habitat. Since the narrative water quality criterion for petroleum hydrocarbons, oils and grease does not allow for any visible sheens on surface waters, the TMDL for sheens in Noyes Slough is set to no visible sheens. Load and wasteload allocations for petroleum hydrocarbons, oils and grease for Noyes Slough are accordingly also set to no visible sheens. The goal of the TMDL is to reduce inputs of petroleum hydrocarbons, oils, and grease to the slough so that visible sheen occurrence is no longer persistent and chronic (DEC, 2011).

Noyes Slough has been designated as a Brownfield, which is an area that typically has hazardous substances and is redeveloped and reused under the Brownfields program. In data reviewed in development of the TMDL, data indicates that Noyes Slough meets the portions of the water quality criteria related to concentrations of petroleum hydrocarbons in surface water or sediments. However, petroleum and oil related sheens have been observed on slough water and

sediments. Therefore, the petroleum hydrocarbons, oils and grease TMDL was written to address the sheens observed in Noyes Slough.

Sheens may also occur naturally as well as from petroleum products. Sheens that occur naturally from bacteria or decomposing material will break apart when disturbed with a stick as opposed to sheens from petroleum products which will swirl back together. The sheens in Noyes Slough are likely the result of any of the following sources: natural organics, groundwater, garbage and debris, or urban runoff delivery of petroleum hydrocarbons, oils and grease; however, similar to the residue discussion, it not possible to determine whether the sheens are delivered from the MS4 or non-MS4 area. The MS4 permit only regulates the indirect inputs brought into the slough through the storm water conveyance system.

The objective of the TMDL and the control measures of the MS4 permit will be to reduce contributions of petroleum hydrocarbons, oils, and grease to the slough so that visible sheen occurrence is no longer persistent and chronic (DEC, 2011).

Permit Requirements for TMDL Implementation

As previously noted, all APDES permit conditions must be consistent with the assumptions and requirements of available WLAs. EPA's 2002 TMDL Guidance Memo further defines how APDES permit conditions for regulated storm water discharges can be consistent with the assumptions and requirements of available WLAs through the use of narrative BMPs. Where BMPs are used as permit limitations to implement WLAs, the permit must require monitoring activities as necessary to assure compliance with the WLAs.

The 2002 TMDL Guidance Memo recommends the use of BMPs in a APDES permit to implement WLAs and load reduction targets addressing storm water discharges. The MS4 permit includes the following six minimum control measures: (1) Public education and outreach; (2) Public involvement/participation; (3) Illicit discharge detection and elimination; (4) Construction site storm water runoff control; (5) Post-construction storm water management in new development and redevelopment; and (6) Pollution prevention and good housekeeping for municipal operations. The minimum measures that are most relevant to controlling residues (debris) in Noyes Slough are public education/outreach, public involvement/participation, and pollution prevention and good housekeeping from municipal operations. The minimum measures that are most relevant to controlling sheens in Noyes Slough are public education/outreach, public involvement/participation, illicit discharge detection and elimination, and pollution prevention and good housekeeping from municipal operations.

In the permit, DEC has refined the narrative describing certain activities, or has incorporated additional SWMP actions and activities, to ensure that discharges from the co-permittees' MS4s are controlled to the maximum extent practicable. Certain requirements specifically address the WLAs set forth in the TMDL plans for the Noyes Slough. The co-permittees' SWMP also provides opportunities to collectively target actions to achieve pollutant reductions in areas for which TMDLs have not yet been approved (sediment for the Chena River, Chena Slough, and Noyes Slough).

4.1.3 Co-Permittee Responsibilities

Regulations at 40 CFR §122.33(b)(2)(iii) allow regulated entities to jointly develop a SWMP and apply to be co-permittees to obtain discharge authorization under an individual permit. Once the permit is issued, each applicant is responsible for compliance with the terms and conditions of the SWMP and permit.

Regulations at 40 CFR §122.35(a) recognize that one or more of the minimum measures may be implemented by an entity other than the co-permittees (for example, a county or borough may implement a street sweeping program for a given city within the county/borough). Part 2.2.7 of the permit allows a co-permittee to rely on another entity to implement some of the required minimum measures if: 1) the entity in fact accomplishes the control measure; 2) the particular control measure is at least as stringent as the corresponding permit requirement; and 3) the entity agrees to implement the control measure on the co-permittee's behalf.

If the co-permittees choose to share responsibility to implement the minimum control measures with other entities, the partners must enter into legally binding agreements to minimize any uncertainty about compliance with the permit. (See 40 CFR §122.35.)

The permit requires the co-permittees to create such a binding intergovernmental agreement among themselves and submit the final document to DEC. If the co-permittees choose to share responsibility for program tasks with organizations not subject to the permit, a binding written agreement is also required (Part 2.2.7.3 of the permit). The co-permittees remain responsible for compliance with the permit obligations in the event the other entity fails to implement the control measure (or component thereof).

4.2 STORM WATER MANAGEMENT PROGRAM REQUIREMENTS

4.2.1 Storm Water Management Program Document

The permit requires the co-permittees to implement and enforce a SWMP designed to reduce pollutants to the maximum extent practicable and to protect water quality. Regulations at 40 CFR §122.34 set forth six minimum pollution control measures to be included in a SWMP. For each measure, the regulations specify certain required elements and also provide guidance concerning what an adequate program should include. See Part 4.3 of this Fact Sheet for detailed description of the six minimum measures. The co-permittees shall revise their joint SWMP document that reflects each co-permittee's unique program implementation.

4.2.2 General Requirements

The co-permittees are required to continue their SWMP activities designed to limit, to the maximum extent practicable, the discharge of pollutants from the MS4s in order to protect water quality and to satisfy the appropriate water quality requirements of the CWA. DEC has refined or incorporated additional SWMP actions and activities to ensure that storm water discharges from the co-permittees' MS4s are controlled to the maximum extent practicable.

Monitoring, evaluation, reporting, and recordkeeping requirements are specified in Part 4.0 of the permit. The permit requires the permittees to monitor water quality and BMP effectiveness in

a variety of ways. A quality assurance project plan (QAPP) must be used in conjunction with all analytical sampling and monitoring activities; the Annual Report will provide narrative documentation of program implementation and accomplishments.

4.2.3 Reviewing and Updating the Storm Water Management Program

The SWMP is intended to be a functioning mechanism for the co-permittees' use. Therefore, minor changes and adjustments to the various SWMP elements are expected and may be necessary to more successfully adhere to the goals of the permit. DEC determined that minor changes to the SWMP shall not constitute the need for permit modifications as defined in the regulations at 40 CFR §122.6. Part 2.3 of the permit describes procedures to be used to perform additions and minor changes to the SWMP. The permit does not allow the co-permittees to remove elements in the SWMP that are required through permit conditions or regulatory requirements. Any changes requested by the co-permittees will be reviewed and approved by DEC.

4.2.4 Transfer of Ownership, Operational Authority, or Responsibility for SWMP Implementation

DEC does not intend to mandate a permit modification should the co-permittees annex additional lands or accept the transfer of operational authority over portions of the MS4s. Implementation of appropriate SWMP elements for these additions (annexed land or transferred authority) is required. The co-permittees must notify DEC of any such additions or transfers in the Annual Report. DEC may require a modification to the permit based on evaluation of the new information.

4.2.5 Storm Water Management Program Resources

Part 2.5 of the permit requires co-permittees to provide adequate support to implement their activities under the SWMP. Compliance with Part 2.5 will be demonstrated by the co-permittees' ability to fully implement the SWMP and other permit requirements as scheduled. The permit does not require specific funding or staffing levels, thus providing the co-permittees the ability and incentive to adopt the most efficient and cost effective methods to comply with permit requirements. DEC encourages the co-permittees to establish stable funding sources to support ongoing SWMP implementation.

4.3 MINIMUM CONTROL MEASURES

The Phase II Rule defines a SWMP for a small MS4 as a program composed of six elements that, when implemented together, are expected to reduce pollutants discharged into receiving waterbodies to the maximum extent practicable. These six program elements, or minimum control measures, are

- Public Education and Outreach on Storm Water Impacts,
- Public Involvement/Participation,
- Illicit Discharge Detection and Elimination,
- Construction Site Runoff Control,

- Post-Construction Storm Water Management in New Development and Redevelopment, and
- Pollution Prevention/Good Housekeeping.

The permit requires the co-permittee to comply with non-numeric technology-based standards (Part 2.2 of the permit) by implementing minimum control measures. The achievement of these non-numeric standards will result in the reduction or elimination of pollutants from the co-permittees' storm water discharge.

The permit requires the co-permittees to have legal authority to implement and enforce the SWMP. Traditional MS4s (City of Fairbanks and City of North Pole) have established "ordinances" for Illicit Discharge Detection & Elimination, Construction Site Storm Water Runoff, and Post-construction Storm Water Management. Non-traditional MS4 (DOT&PF and Universities) permittees cannot pass "ordinances" and do not have typical enforcement authority like a typical municipality, so legal authority may consist of policies, standards, or specific contract language.

4.3.1 Public Education and Outreach

The co-permittees must continue to implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and steps the public can take to reduce pollutants in storm water runoff.

An informed and knowledgeable community is crucial to the success of a SWMP. There is greater support for the program as the public gains a better understanding of the reasons why the program is necessary and important. Public support is particularly beneficial when operators of small MS4s attempt to institute new funding initiatives for the program or seek volunteers to help implement aspects of the program. Education can lead to greater compliance with the program, as the public becomes aware of the personal responsibilities expected of them and others in the community, including individual actions they can take to protect or improve the quality of area waters.

The co-permittees successfully met all requirements of the previous permit term. The co-permittees have proposed to implement the following measures for this permit term:

- Continue preparation and distribution of storm water educational material to target audiences through local print and broadcast media each year.
- Expand public education and outreach program to target new audiences.
- Continue maintaining and promoting a publicly-accessible and jointly-sponsored storm water website.

During the permit term, the co-permittees must:

- Continue to implement a public education program to educate the community about the impacts of storm water discharges on water bodies and identify the steps that citizens and businesses can take to reduce pollutants in storm water runoff to the maximum extent practical.

- At least annually provide education to target audiences that encourages citizens to improve water quality.
- At least annually prepare and distribute appropriate information to local media outlets that encourages citizens to improve water quality.
- Document selected information in the Annual Report that describes the implementation of this control measure.

4.3.2 Public Involvement and Participation

This measure complements the public education control measure. If given the opportunity to participate, members of the public generally will become more supportive of a program. The permit requires that the public participation efforts comply with the public notice requirements of the state and local law. DEC encourages the co-permittees to provide more opportunities for public participation and to attempt to engage all groups serviced by the storm sewer system.

DEC believes that the public can provide valuable input and assistance to the development of a municipal SWMP. The public should be given opportunities to play an active role in both the development and implementation of the program. Broad public support is crucial to the success of a SWMP; citizens who participate in the development and decision making process are partially responsible for the program and are more likely to take an active role in its implementation. In addition, the community is a valuable, and free, intellectual resource providing a broader base of expertise and economic benefit. Citizens involved in the SWMP development process provide important cross-connections and relationships with other community and government programs, which can be particularly valuable when trying to implement a SWMP on a watershed basis, as encouraged by the co-permittees.

The co-permittees successfully met all requirements of the previous permit term. During the previous permit term, the co-permittees implemented the following measures:

- Continue organizing and hosting an Annual Stream Cleanup Event.
- Continue coordinating and implementing an Adopt-A-Stream and Volunteer Water Quality Monitoring Program.
- Develop and distribute a new Community Storm Water Survey to local residents to gauge the effectiveness of past public education and outreach efforts.
- Continue conducting a Storm Drain Stenciling Program each year.
- Continue convening monthly Storm Water Advisory Committee meetings.

During this permit term, the co-permittees must:

- Continue to implement a public involvement program to involve the community in the following ways:
 - Make Annual Reports available to the public,
 - Host an annual community Stream Clean Up Day,
 - Conduct an Adopt-A-Stream and volunteer monitoring program,
 - Maintain a storm drain stenciling program, and
 - Continue the storm water advisory committee.

- Document selected information in the Annual Report that describes the implementation of this control measure.

4.3.3 Illicit Discharge Detection and Elimination

An illicit discharge, typically, is any discharge to an MS4 that is not storm water. There are some exceptions, such as fire fighting activities and otherwise permitted discharges. Part 1.4.1 of the permit lists the types of non-storm water which can be discharged, provided they are not significant contributors of pollutants to the system. This minimum measure requires the co-permittees to detect and eliminate illicit discharges from their system.

Discharges into MS4s often include wastes and wastewater from non-storm water sources. Illicit discharges enter the system through either direct connections (e.g., wastewater piping either mistakenly or deliberately connected to the storm drains) or indirect connections (e.g., infiltration into the MS4 from cracked sanitary systems, spills collected by drain outlets, or paint or used oil dumped directly into a drain). Examples of other sources include, but are not limited to: sanitary wastewater from septic tanks, car wash wastewaters, radiator flushing disposal, laundry wastewaters, and improper disposal of auto and household toxic waste. The result is untreated discharges that contribute high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses, and bacteria to receiving water bodies. EPA studies conclude that pollutant levels from these illicit discharges can significantly degrade receiving water quality and threaten aquatic, wildlife, and human health.

The co-permittees successfully met all requirements of the previous permit term. During the previous permit term, the co-permittees implemented the following measures:

- Continue maintaining an Illicit Discharge Log of all illicit discharges detected, as well as their follow-up investigations and resolutions.
- Continue and document enforcement of municipal Illicit Discharge Detection & Elimination ordinances.
- Conduct a new dry-weather outfall screening effort for non-storm water flows from 100-percent of all outfalls.
- Update Comprehensive MS4 Map to include all industrial facilities with known discharges within the Urbanized Area.
- Establish a written protocol/plan for updates to the Comprehensive MS4 Map for capital improvement projects affecting the MS4.
- Train all road maintenance staff for detection of illicit discharges.
- Update Quality Assurance Project Plan (dated February 2006) for all future analytical storm water monitoring activities.
- Continue conducting a Storm Water Outfall Monitoring Program.

During this permit term, the co-permittees must:

- Continue to implement an illicit discharge detection and elimination program in the following ways:
 - Review the effectiveness of the illicit discharge ordinances;

- Review and update the inventory of industrial facilities covered by the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (AKR060000);
 - Continue to conduct industry education about prohibiting illicit discharges;
 - Update as necessary the comprehensive storm sewer system map; and
 - Continue dry weather screening.
- Document selected information in the Annual Report that describes the implementation of this control measure.

4.3.4 Construction Site Storm Water Runoff Control

Polluted storm water runoff from construction sites often flows to MS4s and ultimately is discharged into local rivers and streams. Sediment is usually the main pollutant of concern, as it has been demonstrated that sediment runoff rates from construction sites are typically 10 to 20 times greater than those of agricultural lands and 1,000 to 2,000 times greater than those of forest lands. During a short period of time, construction sites can contribute more sediment to streams than can be deposited naturally during several decades. The resulting siltation and the contribution of other pollutants from construction sites can cause physical, chemical, and biological harm to our nation's waters. For example, excess sediment can quickly fill rivers and lakes, requiring dredging and destroying aquatic habitats.⁴

Even though discharges from all Alaskan construction sites disturbing more than one acre are independently required to be authorized by an APDES storm water discharge permit (specifically, the APDES General Permit for Storm Water Discharges from Construction Activity, AKR100000), this minimum control measure is necessary to enable the co-permittees to effectively and directly control construction site discharges into their storm sewer systems. During the 2005 permit term, the co-permittees incorporated the following elements into their local programs:

- An ordinance or other regulatory mechanism requiring proper sediment and erosion control and proper waste management controls at construction sites;
- Procedures for site plan review of construction plans;
- Procedures for site inspection and enforcement; and
- Procedures for the receipt and consideration of public comments.

Co-permittees can and should review what existing procedures are already in place in their jurisdictions for these activities. Co-permittees must work to optimize coordination between different municipal offices.

The permit allows co-permittees to exempt from local regulation those sites which qualify for DEC's low rainfall erosivity waiver from the APDES General Permit for Storm Water Discharges from Construction Activity (AKR100000). This waiver, allowed by EPA regulation at 40 CFR §122.26(b)(15)(i)(A), is based on the R factor from the Revised Universal Soil Loss

⁴64 FR 68728 - 68731 (December 8, 1999)

Equation (RUSLE) and applies to projects when (and where) negligible rainfall/runoff is expected.

The co-permittees successfully met all requirements of the previous permit term. During the previous permit term, the co-permittees implemented the following measures:

- Continue and document implementation and enforcement of all plan review and inspection activities under the municipal Construction Site Storm Water Runoff Control ordinances.
- Update and expand the jurisdictional boundary for plan reviews and inspection activities to match the new Urbanized Area boundary for the Fairbanks and North Pole areas from the 2010 Census.
- Conduct at least one training session per year for the local developer, engineering, and construction audience on the ordinance requirements and appropriate selection of BMPs for construction site storm water runoff control.
- Continue implementation of SWPPP review process; enforcement of erosion, sediment, and pollution control requirements (through contract compliance); and site inspection program for DOT&PF and UAF construction projects.
- Continue certification and training requirements for SWPPP preparers and construction supervision on DOT&PF projects.

During this permit term, the co-permittees must:

- Continue to implement a construction site storm water runoff control program to involve the regulated community in the following ways:
 - Review implementation and enforcement of the existing program;
 - Revise the construction ordinance as needed;
 - Revise BMPs tailored to local conditions;
 - Review and implement procedures for reviewing site plans; and
 - Host training sessions for the regulated public.
- Document selected information in the Annual Report that describes the implementation of this control measure.

4.3.5 Post-Construction Storm Water Management in New and Redevelopment

This control measure applies in areas undergoing new development or redevelopment. Post-construction controls are necessary because runoff from such areas has been shown to significantly affect receiving water bodies. Many studies indicate that prior planning and design for the minimization of pollutants in post-construction storm water discharges is the most cost-effective approach to storm water quality management.⁵

Post-construction runoff can cause an increase in the type and quantity of pollutants in storm water runoff. As runoff flows over areas altered by development, it can pick up harmful sediment

⁵ 64 FR 68725-68728 and 68759 (December 8, 1999)

and chemicals, such as oil and grease, pesticides, heavy metals, and nutrients (e.g., nitrogen and phosphorus). These pollutants often become suspended in runoff and are carried to receiving waters, such as lakes, ponds, and streams. Post-construction runoff also increases the quantity of water delivered to the water body during storms. Increased impervious surfaces interrupt the natural cycle of gradual percolation of water through vegetation and soil. Instead, water is collected from surfaces, such as asphalt and concrete, and routed to drainage systems where large volumes of runoff quickly flow to the nearest receiving water. The effects of this process include stream bank scouring and downstream flooding, which often lead to a loss of aquatic life and damage to property.

This minimum measure requires co-permittees to develop, implement, and enforce a program to reduce pollutants in post-construction runoff from areas of new development and redevelopment. This measure applies at minimum to projects, which are greater than or equal to one acre in size. In order to maintain compliance this control measure, the co-permittees must:

- Continue to implement locally appropriate strategies, which include a combination of structural and/or nonstructural BMPs requirements. Non-structural requirements can include planning, zoning, and other local requirements, such as buffer zones. Structural controls include the use of storage, infiltration basins, or vegetative practices, such as rain gardens or artificial wetlands;
- Maintain the existing ordinance and/or other regulatory mechanism to address post-construction discharges; and
- Ensure adequate long-term operation and maintenance of BMPs.

During the previous permit cycle, the co-permittees successfully met all requirements of the previous permit term by implementing the following measures:

- Continue to document implementation and enforcement of all plan review activities under the municipal Post-construction Storm Water Management Ordinances.
- Update the jurisdictional boundary for plan reviews activities to match the Urbanized Area boundary for the Fairbanks and North Pole areas from the 2020 Census.
- Conduct at least one training session per year for the local developer/engineering audience on the ordinance requirements and appropriate selection of BMPs for postconstruction storm water management.
- Update the Fairbanks & North Pole Storm Water Management Program Guide (dated April 2017) to include discussion of green infrastructure / low impact development strategies for the sub-arctic climate.
- Continue to develop and implement post-construction storm water program, including cooperating with the Fairbanks North Star Borough's development of a green infrastructure / low impact development strategy, utilizing existing DOT&PF and UAF manuals and guidance where appropriate.

During this permit term the co-permittees must:

- Continue to implement a construction site storm water runoff control program to involve the regulated community in the following ways:
 - Review the implementation and enforcement of the existing program,
 - Revise the post-construction ordinance as needed,
 - Review Low Impact Development (LID)/Green Infrastructure projects,
 - Revise BMPs tailored to local conditions as needed,
 - Review and implement procedures for reviewing site plans, and
 - Host training sessions for the regulated public.
- Document selected information in the Annual Report that describes the implementation of this control measure.

4.3.5.1 Green Infrastructure and Low Impact Development (LID)

Green infrastructure applications and approaches can reduce, capture, and treat storm water runoff at its source before it can reach the sewer system. Site-specific practices, such as green roofs, downspout disconnections, rain harvesting/gardens, planter boxes, and permeable pavement are designed to mimic natural hydrologic functions and decrease the amount of impervious area and storm water runoff from individual sites. The applications and design approaches described below can also be applied in neighborhood settings (i.e., green streets) or at larger regional scale (i.e., riparian buffers and urban forestry) to manage storm water. These applications and approaches can keep storm water out of the sewer system to reduce overflows and to reduce the amount of untreated storm water discharging to surface waters.

In addition, Brownfields redevelopment may be warranted. Brownfields are real property where the expansion, redevelopment, or reuse of the property may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment and takes development pressures off greenspaces and working lands.

4.3.5.2 Snow Disposal Sites

DEC added a new requirement for co-permittees to begin evaluating snow disposal sites. The first step in evaluating snow disposal sites involves a thorough inventory with mapping of all permittee-owned and privately owned snow disposal sites that discharge directly to the MS4 or to receiving waters. Co-permittees are expected to complete an inventory and mapping activities during the first year of the permit cycle and update each activity on an annual basis. Secondly, co-permittees must evaluate the need to regulate the operation of private snow disposal sites within the boundaries of the MS4 through an ordinance or other regulatory mechanism. Within two years of the effective date of this permit, the co-permittees are expected to document the evaluation process in a report and submit the report to DEC with the corresponding Annual Report. Third, the co-permittees must revise all applicable requirements as necessary in accordance with the recommendations contained in the evaluation report within three years of the effective date of this permit.

4.3.6 Pollution Prevention and Good Housekeeping

This measure requires co-permittees to continue implementation of an operation and maintenance program to prevent or reduce pollutant runoff from activities conducted by the municipality. The co-permittees must examine and subsequently alter their own actions to reduce the amount and type of pollution that: 1) collects on streets, parking lots, open spaces, storage and vehicle maintenance areas, which may be discharged into local waterways; and 2) results from actions, such as environmentally damaging land development and flood management practices or poor maintenance of storm sewer systems. Activities associated with maintenance of parks and open spaces, as well as fleet and building maintenance, must also be considered for possible water quality impacts. While this measure is meant primarily to improve or protect receiving water quality by improving municipal or facility operations, it also can result in a cost savings for the co-permittee, since proper and timely maintenance of storm sewer systems can help avoid repair costs from damage caused by age and neglect.

The co-permittees must examine their maintenance activities and schedules and inspection procedures for controls to reduce floating debris and other pollutants. By evaluating existing practices, co-permittees can improve operations to reduce or eliminate discharges from roads, municipal parking lots, maintenance and storage yards, waste transfer stations, salt/sand storage locations, and snow storage/disposal areas.

The permit does not specify particular BMPs, nor does it specify a frequency for any BMPs, as it is expected that each co-permittee will determine the appropriate good housekeeping BMPs for their community as necessary to protect water quality and will train their employees on proper techniques to ensure such activities are accomplished.

The co-permittees successfully met all requirements of the previous permit term. During the previous permit cycle, the co-permittees implemented the following measures:

- Continued development and implementation of standard operating procedures for pollution prevention / good housekeeping activities at all permittee-owned facilities.
- Continued documentation and evaluation of existing snow removal, street sanding, street sweeping, and storm drain cleaning operations.
- Evaluated all permittee-owned snow disposal sites for siting, maintenance, and use of BMPs to eliminate discharge of pollutants to the MS4 and/or nearby surface waters.
- Trained all appropriate staff on standard operating procedures for pollution prevention / good housekeeping activities at all co-permittee owned facilities.

During this permit term, the co-permittees must:

- Continue to implement a pollution prevention and good housekeeping control measure to involve the regulated community in the following ways:
 - Review the development and implementation of the existing Operations and Maintenance Program,
 - Conduct annual training of municipal personnel.

- Document selected information in the Annual Report that describes the implementation of this control measure.

4.4 Monitoring, Evaluation, Reporting, and Record Keeping Requirements

4.4.1 Monitoring and Evaluation of Overall Program Effectiveness

The Phase II storm water regulations at 40 CFR §122.34(g) require that MS4 operators evaluate program compliance, the appropriateness of BMPs in their SWMPs, and progress towards meeting their measurable goals. These requirements are included in Part 4.0 of the permit.

The nature of the monitoring activities to be implemented by co-permittees largely depends on the measurable goals selected by the group. Measurable goals are primarily measures of the level of effort given to implementing a particular BMP (such as frequency of street sweeping), but may also encompass actual measures of water quality improvement. DEC encourages a mix of physical, chemical, biological, and programmatic indicators to evaluate the appropriateness of BMPs and progress towards achieving their measurable goals. The purpose of this evaluation is to determine whether or not the MS4 is meeting the requirements of the minimum control measures of the permit.⁶

The co-permittees are required to update and implement procedures to ensure that the monitoring data submitted are accurate and to explain data anomalies if they occur. The co-permittees are required to update the Monitoring Program Plan and the Quality Assurance Project Plan (QAPP) within 180 days of the effective date of the permit. The QAPP shall consist of standard operating procedures the co-permittees must follow for collecting, handling, storing and shipping samples; laboratory analysis; and data reporting. The Plan must be submitted to the Department and be available upon request.

4.4.2 Annual Reports

In general, the annual report must document and summarize implementation of the SWMP during the previous year and evaluate program results and describe planned changes towards continuous improvement. The annual report serves as a snapshot of the current status of the SWMP for the general public or other stakeholders in the community. While records are to be kept and made available to the public, the annual report is an excellent summary document to provide as well.

DEC requires the co-permittees to use the Summary Annual Report Template in this permit to obtain summary information about the status of the MS4(s). In addition to the summary annual report, co-permittees must also submit a more detailed annual report. Requirements for the minimum control measures in Part 3.0 of the permit detail specific information to be reported for each control measure. The detailed annual report should clearly illustrate three key items for each SWMP area:

⁶ 64 FR 68769, December 8, 1999

- **Summary of the Year's Activities.** The summary should describe and quantify program activities for each SWMP component. Responsible persons, agencies, departments or co-permittees should be included. Each activity should be described in relation to achievement of established goals or performance standards.
- **Description of SWMP Effectiveness.** The annual report should not only describe the previous year's activities, but should also highlight the SWMP's effectiveness (*Part 4.2 of the permit*) using indicators required in Part 4.1 of the permit.
- **Planned Activities and Changes.** The annual report should describe activities planned for the next year highlighting any changes made to improve control measures or program effectiveness.

The Annual Report(s) may be submitted to DEC in electronic format (preferred) on CD-ROM(s) using universally available document formats, such as Adobe Acrobat PDF or other available means. However, while the Annual Report text can be submitted in electronic format, the required certification statement must be signed and dated in hard copy by all co-permittees as directed in Appendix A, Part 1.12.2 of this permit. DEC encourages the co-permittees to prepare the Annual Report(s) as a joint effort, with each party providing activity updates for their particular responsibilities under the permit.

4.4.3 Record Keeping

Part 4.4 of the permit requires co-permittees to keep all records required by the permit for a period of at least five years. Records need to be submitted only when requested by DEC. The co-permittees' SWMP must be available to the public. Co-permittees may charge a reasonable fee for copies and may require a member of the public to provide advance notice of their request. DEC encourages the co-permittees to make their program materials available to the public electronically via a website or other viable means.

4.4.4 Address

Submittals required by the permit must be made to the following address:

Alaska Department of Environmental Conservation
Wastewater Discharge Authorization – Storm Water Program
555 Cordova Street
Anchorage, AK 99501
Telephone (907) 269-6285

4.5 Termination of Coverage for a Single Co-permittee

Permit coverage may be terminated, in accordance with the provisions of 18 AAC 83.130, for a single co-permittee without terminating coverage for other co-permittees.

5.0 ANTIBACKSLIDING

18 AAC 83.480 requires that “effluent limitations, standards, or conditions must be at least as stringent as the final effluent limitations, standards, or conditions in the previous permit.”

18 AAC 83.480(c) also states that a permit may not be reissued “to contain an effluent limitation that is less stringent than required by effluent guidelines in effect at the time the permit is renewed or reissued.” The effluent limitations in this permit reissuance are consistent with 18 AAC 83.430. The permit effluent limitations, standards, and conditions are as stringent as in the previous permit.

6.0 ANTIDEGRADATION

Section 303(d)(4) of the CWA states that, for water bodies where the water quality meets or exceeds the level necessary to support the water body's designated uses, Water Quality-Based Effluent Limits (WQBELs) may be revised as long as the revision is consistent with the State's antidegradation policy. The Antidegradation Policy of the WQS (18 AAC 70.015) states that the existing water uses and the level of water quality necessary to protect existing uses must be maintained and protected. This section analyzes and provides rationale for the Department's decisions in the permit issuance with respect to the Antidegradation Policy.

The Department's approach to implementing the Antidegradation Policy, found in 18 AAC 70.015, is currently based on the requirements in 18 AAC 70 and the Department's *Policy and Procedure Guidance for Interim Antidegradation Implementation Methods*, dated July 14, 2010. Note that the Lieutenant Governor signed and filed Antidegradation Implementation Methods regulations on March 7, 2018 with an effective date of April 6, 2018. The regulations were subsequently submitted to EPA on March 9, 2018 for review and approval. The new regulations may not be used for CWA purposes (e.g., APDES permits) until EPA approves the regulations for use in such purposes. As such, until the new regulations are approved by EPA for use in APDES permitting, the existing Interim Methods will be used in conjunction with the application of the Antidegradation Policy. Using these requirements and policies, the Department determines whether a water body, or portion of a water body, is classified as Tier 1, Tier 2, or Tier 3, where a higher numbered tier indicates a greater level of water quality protection. At this time, no Tier 3 waters have been designated in Alaska.

The permit authorizes discharges to water bodies that have been impaired as a result of urban runoff (see Fact Sheet Section 4.1.2.4 for a listing of the impaired water bodies); however, permit conditions (e.g., BMPs) have been developed to ensure existing uses are maintained and protected. For the purpose of this analysis, the Department classifies the impaired water bodies as Tier 1 for the parameters causing the impairment. Compliance with permit conditions will limit storm water discharges to those water bodies listed as impaired. As a result, water quality in those water bodies is expected to improve subject to compliance with permit conditions.

Accordingly, DEC finds that the existing uses in those water bodies designated as Tier 1 for the parameters they are impaired for will be maintained and protected. The remainder of this

antidegradation analysis conservatively assumes that all other waters are Tier 2 waters, which provides for the next highest level of protection. The Tier 2 analysis for these waters follows.

The State's Antidegradation Policy in 18 AAC 70.015(a)(2) states that if the quality of water exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water (i.e., Tier 2 waters), that quality must be maintained and protected. The Department may allow a reduction of water quality only after making five specific regulatory findings (18 AAC 70.015(a)(2)(A-E)). The Department's findings are as follows:

1. *18 AAC 70.015(a)(2)(A) Lowering water quality is necessary to accommodate important economic or social development in the area where the water is located.*

In order to conduct their important ongoing civic functions, all of the co-permittees require that infrastructure be constructed and maintained to accommodate important economic and social development in the area. Without road construction and maintenance as well as storm water collection systems with discharge points, successful operations of the co-permittees important functions (and the citizens they serve) would be severely hampered. Storm water discharges associated with the co-permittees activities will be controlled via the requirements of applicable SWMPs and SWPPPs, which implement the most effective and reasonable practices.

Accordingly, in order to provide important services and employment opportunities to the resident and visiting population, the lowering of water quality is necessary.

Fairbanks North Star Borough contains Alaska's second largest city, Fairbanks. The City of Fairbanks is an important trading, transportation, military, educational (the University of Alaska – Fairbanks, a co-permittee, is located here) and regional service and supply center. Essential city, borough, state and federal government services are located in the Fairbanks Urbanized Area. The government services sector, including the military, employs more than one-third of the region's workers. The Fairbanks International Airport serves villages in the region, is a supply point for North Slope oil fields, and is a center for the transport of cargo by international carriers.

In addition, The City of Fairbanks is proximal to the City of North Pole, which is a northern hub for important industrial activity in Alaska including important oil and gas infrastructure and businesses. The permit also provides coverage for ADOT&PF's northern operations, which provides important economic (e.g., payroll associated with local jobs) and social (e.g., road systems maintained and expanded to allow for mass transportation, the sustainability of jobs and the creation of new ones, etc.) development.

The Department has determined that the lowering of water quality is necessary to accommodate important economic and social development in the area where the waters are located and that the finding is satisfied.

2. *18 AAC 70.015(a)(2)(B) Reducing water quality will not violate the applicable criteria of 18 AAC 70.020 or 18 AAC 70.235 or the whole effluent toxicity limit in 18 AAC 70.030.*

The adaptive management approach (from permit cycle to permit cycle) is used in MS4 permits (unlike other types of NPDES permits) because there is not a need to require strict compliance with WQS if discharges are controlled to the maximum extent practicable and comply with such other provisions as the NPDES authority determines to be appropriate. (See *Defenders of*

Wildlife v. Browner, 191 F3d 1159 (9th Cir., 1999)). The maximum extent practicable provision of the CWA allows the NPDES authority the broad discretion whether to require strict compliance with state WQS.

A key requirement in the storm water Phase II rule⁷ is a report (40 CFR 122.34(g)(3)) that includes “the status of compliance with permit conditions, an assessment of the appropriateness of identified [control measures] and progress towards achieving identified measurable goals for each of the minimum control measures.” This assessment is critical to the storm water program framework which uses an adaptive management approach of implementing controls, conducting assessments, and designating refocused controls leading toward attainment of water quality standards. The permittee is required to conduct an annual effectiveness assessment to assess the effectiveness of significant control measures, SWMP components, and the SWMP as a whole. The permittee is to assess and modify, as necessary, any or all existing SWMP components and adopt new or revised SWMP components to optimize reductions in storm water pollutants through an iterative process. This iterative process includes routine assessment of the need to further improve water quality and protect beneficial uses, review of available technologies and practices to accomplish the needed improvement, and evaluate resources available to implement the technologies and practices. Through this type of analysis, the applicable criteria found in 18 AAC 70.020 will be maintained and protected.

With respect to 18 AAC 70.235 and 18 AAC 70.030, no site-specific criteria has been designated for any of the subject water bodies and permit conditions are designed to control potentially toxic discharges.

The Department has determined that reducing water quality will not violate the applicable criteria of 18 AAC 70.020 or 18 AAC 70.235 or the whole effluent toxicity limit in 18 AAC 70.030 and that the finding is satisfied.

3. *18 AAC 70.015 (a)(2)(C) The resulting water quality will be adequate to fully protect existing uses of the water.*

As previously discussed and listed in Fact Sheet Section 4.1.2.4, the permit authorizes discharges to impaired water bodies; however, permit conditions (e.g., BMPs) have been developed to ensure existing uses are maintained and protected. Further, compliance with permit conditions will result in a reduction of pollutant loading to those water bodies listed as impaired. As a result, water quality in those water bodies as well as applicable Tier 2 water bodies should improve subject to compliance with permit conditions.

The Department has determined that the resulting water quality will be adequate to fully protect existing uses of the water and that the finding is satisfied.

4. *18 AAC 70.015(a)(2)(D) The methods of pollution prevention, control, and treatment found by the Department to be the most effective and reasonable will be applied to all wastes and other substances to be discharged.*

⁷ Stormwater Phase II Final Rule (64 FR 68722).

DEC generally implements permit conditions that specify that a municipality implement controls, BMPs or control measures, and other activities to reduce pollutants as identified in a SWMP. The SWMP may address control measures such as: public education and outreach, public participation/involvement, illicit discharge detection and elimination, construction site runoff control, post construction runoff control, and pollution prevention/good housekeeping. The SWMP must also include measurable goals to evaluate the effectiveness of individual control measures and the SWMP as a whole, requirements for industrial storm water discharges to the MS4, and reporting requirements.

The site-specific, activity-specific process of developing, implementing, and adjusting the pollution control practices contained in the Storm Water Pollution Prevention Plan (SWPPP) constitutes the type of alternatives analysis and use of “the most effective and reasonable” . . . “methods of pollution, prevention, control, and treatment” cited as requirements under Alaska’s antidegradation policy for activities that would degrade water quality.

Control measures that prevent or minimize water quality impacts from municipal activities and construction activities are described in Part 3.0 of the proposed MS4 permit and in Chapters 4 and 5 of the *Alaska Storm Water Guide* (DEC, 2009). The *Alaska Storm Water Guide* provides detailed information on temporary storm water controls for active construction sites. The storm water management process outlined in that chapter consists of the development of a SWMP which provides the basis for all pollutant discharge prevention/minimization activities. As noted below, development of the SWMP requires a comprehensive evaluation of the community, the proposed construction activities, and possible pollutant discharges. This information is used to create the SWMP, which contains structural and non-structural management practices; specifications for selecting, sizing, siting, operating, and maintaining them; and procedures for inspecting the management practices and repairing or replacing them as needed.

A co-permittee is required to implement erosion, sediment, and other storm water management practices to avoid or minimize pollutant discharges, as detailed in Part 3.0 of the permit. Alternative control measures that may provide equal or better water quality protection are also allowable, and encouraged, especially where those alternatives would provide better water quality and environmental protection at a lesser cost.

The Department uses an integrated approach in the permit for developing and implementing “methods of pollution, prevention, control, and treatment” required by Alaska’s antidegradation policy. This integrated approach includes requirements for:

- Erosion and sediment control, pollution prevention measures and prohibiting certain discharges (Part 3.4),
- Revised and expanded training requirements for the construction and post-construction (Part 3.4 and 3.5), and
- Monitoring of storm water discharges for illicit discharges (Part 3.3).

Most pollution controls at construction sites are not installed in isolation, but instead are part of a suite of control measures that are all designed to work together. Designers use the treatment train approach to design a series of practices that minimize storm water pollution and achieve

compliance with APDES construction general permit requirements. For example, a designer may use as a series of control measures to prevent sediment discharges from a site – a diversion ditch at the top of a disturbed slope (to minimize storm water flowing down the slope), mulching on the slope (to minimize erosion), and silt fence at the bottom of the slope (to capture sediment). This treatment train would help protect the slope better than relying on a single control measure, such as silt fence.

The site-specific nature of the SWMP, the requirement that it be implemented in a manner that addresses storm water impacts to the maximum extent practicable, and provisions that the approach be adjusted to ensure ongoing storm water management effectiveness provide the implementation methods needed to appropriately support the antidegradation policy.

The Department has determined the methods of pollution prevention, control, and treatment in the permit to be the most effective and reasonable, which will be applied to all wastes and other substances to be discharged, and the finding is satisfied.

5. *18 AAC 70.015(a)(2)(E) All wastes and other substances discharged will be treated and controlled to achieve*
 - (i) *for new and existing point sources, the highest statutory and regulatory requirements; and*
 - (ii) *for nonpoint sources, all cost-effective and reasonable best management practices.*

The *MS4 Permit Improvement Guide* (EPA, 2010), in conjunction with the six minimum control measures, constitutes the highest regulatory requirements for municipal storm water management. This permit, as part of the iterative process of improvement of MS4 permits, includes incremental changes in the permit requirements.

Green infrastructure is an approach that communities can choose to maintain healthy waters, provide multiple environmental benefits and support sustainable communities. Green infrastructure can treat storm water that is not retained.⁸ Green infrastructure uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to storm water management systems that mimic nature by soaking up and storing water.

Low Impact Development (LID) is an approach to land development (or re-development) that works with nature to manage storm water as close to its source as possible. By preserving and recreating natural landscape features, LID minimizes effective imperviousness, creating functional and appealing site drainage that treats storm water as a resource rather than a waste product. Bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements are some of the LID practices used to adhere to these principles. By implementing

⁸ Center for Watershed Protection, September 2007. *National Pollutant Removal Performance Database*, Version 3 (<http://www.stormwaterok.net/CWP Documents/CWP-07 Natl Pollutant Removal Perform Database.pdf>)

LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed. Applied on a broad scale, LID can maintain or restore a watershed's hydrologic and ecological functions.

The requirements contained in the Alaska Construction General Permit (CGP, AKR100000) , the SWPPP development process (Part 5 of the CGP permit), development and implementation of the SWMP to include construction site storm water runoff control and post-construction storm water management control measures and good housekeeping measures (Part 3 of this permit), and BMP's provided in the *Alaska Storm Water Guide* (Chapter 4) comprise a comprehensive, integrated approach for developing and implementing “methods of pollution, prevention, control, and treatment” required by Alaska’s antidegradation policy.

The Department has determined that the permit complies with the highest statutory and regulatory requirements for the industry and types of pollutants expected from this industry. The department concludes that this finding is satisfied.

7.0 OTHER REQUIREMENTS

7.1 Endangered Species Act

The Endangered Species Act (ESA) requires federal agencies to consult with the National Oceanic and Atmospheric Administration National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) if their actions could beneficially or adversely affect any threatened or endangered species. As a state agency, DEC is not required to consult with these federal agencies regarding permitting actions; however, DEC voluntarily contacted the agencies to notify them of the development of the permit and to obtain listings of threatened and endangered species near the proposed discharges. There are no listed species or designated critical habitat in the Fairbanks North Star Borough. The agencies will be provided the draft permit and fact sheet during the public review period. Any comments received from the agencies regarding the listing of threatened or endangered species will be considered prior to reissuance of this permit.

7.2 Essential Fish Habitat

Essential fish habitat (EFH) includes the waters and substrate (sediments, etc.) necessary for fish from commercially-fished species to spawn, breed, feed, or grow to maturity. The Magnuson-Stevens Fishery Conservation and Management Act (January 21, 1999) requires federal agencies to consult with NMFS when a proposed discharge has the potential to adversely affect (reduce quality and/or quantity of) EFH. As a state agency, DEC is not required to consult with federal agencies regarding permitting actions; however, DEC will contact NMFS and USFWS to notify them of the development of the permit and to obtain listings of EFH near the proposed discharges.

DEC identified the following species present in the general area of the permitted discharges:

- Chinook salmon – Eggs and larvae, Juveniles, Adults

- Chum salmon – Eggs and larvae, Juveniles, Adults
- Coho salmon – Eggs and larvae, Juveniles, Adults

DEC determined that reissuance of the permit will have no adverse effect on EFH. As previously described, the storm water management controls required by the permit are intended to protect water quality to the maximum extent practicable and will result in an overall improvement over current conditions. Discharges of municipal storm water from the MS4s in the greater Fairbanks area have occurred for many years prior to the promulgation of EPA regulations to permit such discharges, and as with the first issuance of this permit in 2005, this permit restricts the discharge of pollutants through source control. NMFS and USFWS will be provided with a draft permit and fact sheet during the public review period. Any comments received from NMFS and USFWS regarding EFH will be considered prior to reissuance of the permit.

7.3 Permit Expiration

The permit will expire five years from the effective date of the permit.

8.0 REFERENCES

AAC, 2009. Alaska Administrative Code, Revised 2009. State of Alaska, Juneau, AK.

DEC, 2008. *Total Maximum Daily Load (TMDL) for Residue in the Waters of Noyes Slough in Fairbanks, Alaska*. Alaska Department of Environmental Conservation, Division of Water. Fairbanks, AK. http://dec.alaska.gov/water/tmdl/pdfs/NoyesSloughTMDL_May%202008_FINAL.pdf

DEC, 2009. *Alaska Pollutant Discharge Elimination System Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems. Permit number AKS-053406*. Alaska Department of Environmental Conservation, Wastewater Discharge Authorization Program, Anchorage, AK.

DEC, 2010. *Alaska's Final 2010 Integrated Water Quality Monitoring and Assessment Report*, July 15, 2010. Department of Environmental Conservation, Division of Water, Juneau, AK. <http://dec.alaska.gov/water/wqsar/waterbody/2010integratedreport.htm>

DEC, 2011. *Alaska Storm Water Guide*. Alaska Department of Environmental Conservation, Division of Water. Anchorage, AK. <http://dec.alaska.gov/water/wnpssc/stormwater/docs/AKSWGGuide.pdf>

DEC, 2011. *Total Maximum Daily Load (TMDL) for Petroleum Hydrocarbons, Oils and Grease in the Waters of Noyes Slough in Fairbanks, Alaska*. Alaska Department of Environmental Conservation, Division of Water. Fairbanks, AK. http://dec.alaska.gov/water/tmdl/pdfs/Noyes_Slough_oil_and_grease_TMDL_Final_10-7-11.pdf

NMFS, 2005. *Appendix G: Non-fishing Impacts to Essential Fish Habitat and Recommended Conservation Measures*. Prepared by the National Marine Fisheries Service. http://alaskafisheries.noaa.gov/habitat/seis/final/Volume_II/Appendix_G.pdf

Tetra Tech, 2008. *Evaluation of Options for Antidegradation Implementation Guidance*.

Prepared for the Alaska Department of Environmental Conservation, Juneau, AK.

http://dec.alaska.gov/water/wqsar/wqs/pdfs/Antidegradation_tetrattech_final.pdf

US EPA, 2002. *Establishing Total Maximum Daily Load (TMDL) Wasteload Allocations (WLAs) for Storm Water Sources and NPDES Permit Requirements Based on Those WLAs* (Memo).

<http://water.epa.gov/lawsregs/lawsguidance/cwa/tmdl/upload/final-wwtmdl.pdf>

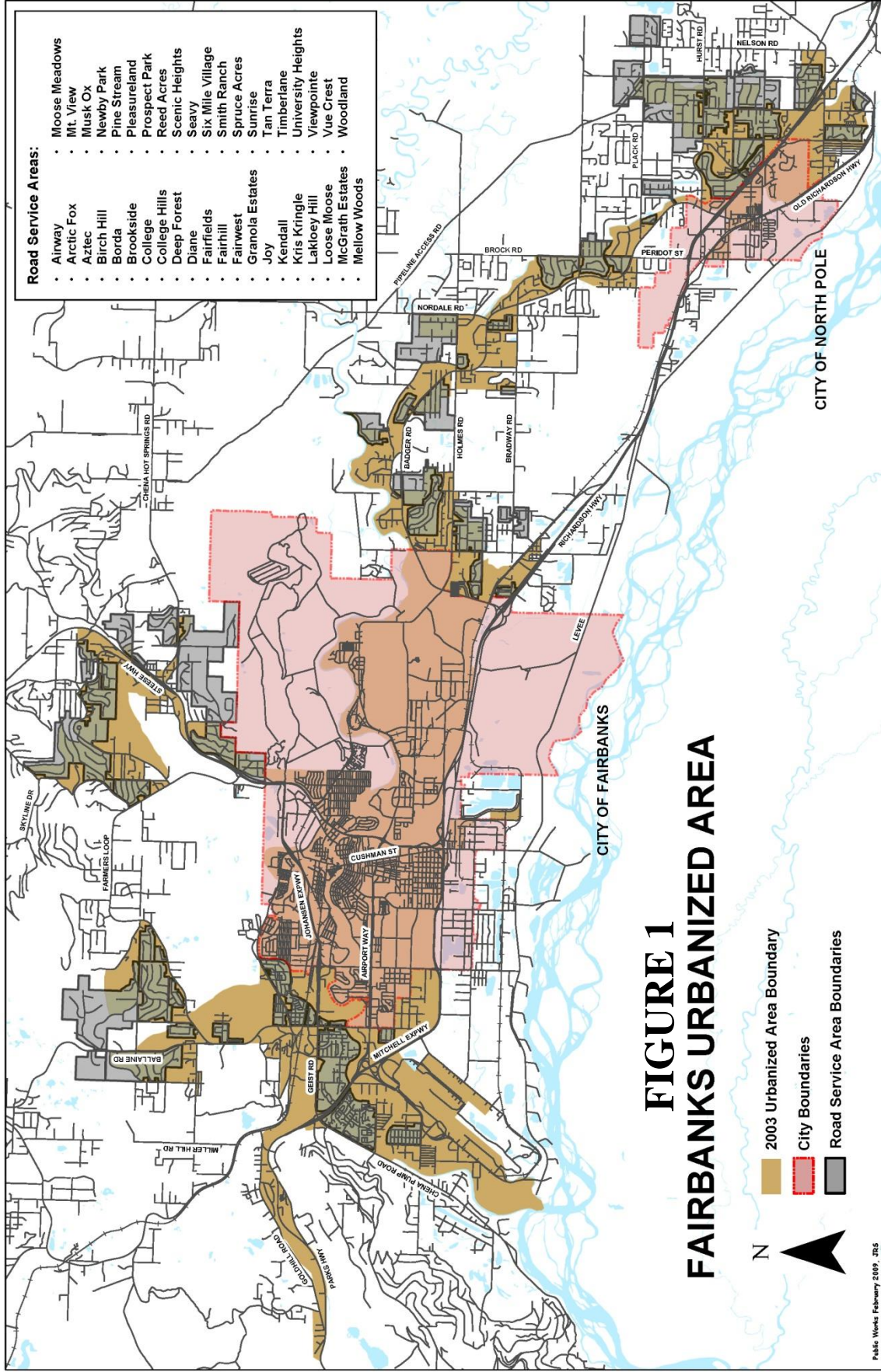
US EPA, 2010. *MS4 Permit Improvement Guide*. Report Number EPA 833-R-10-001. U.S. Environmental Protection Agency, Office of Water. Washington D.C.

http://www.epa.gov/npdes/pubs/ms4permit_improvement_guide.pdf

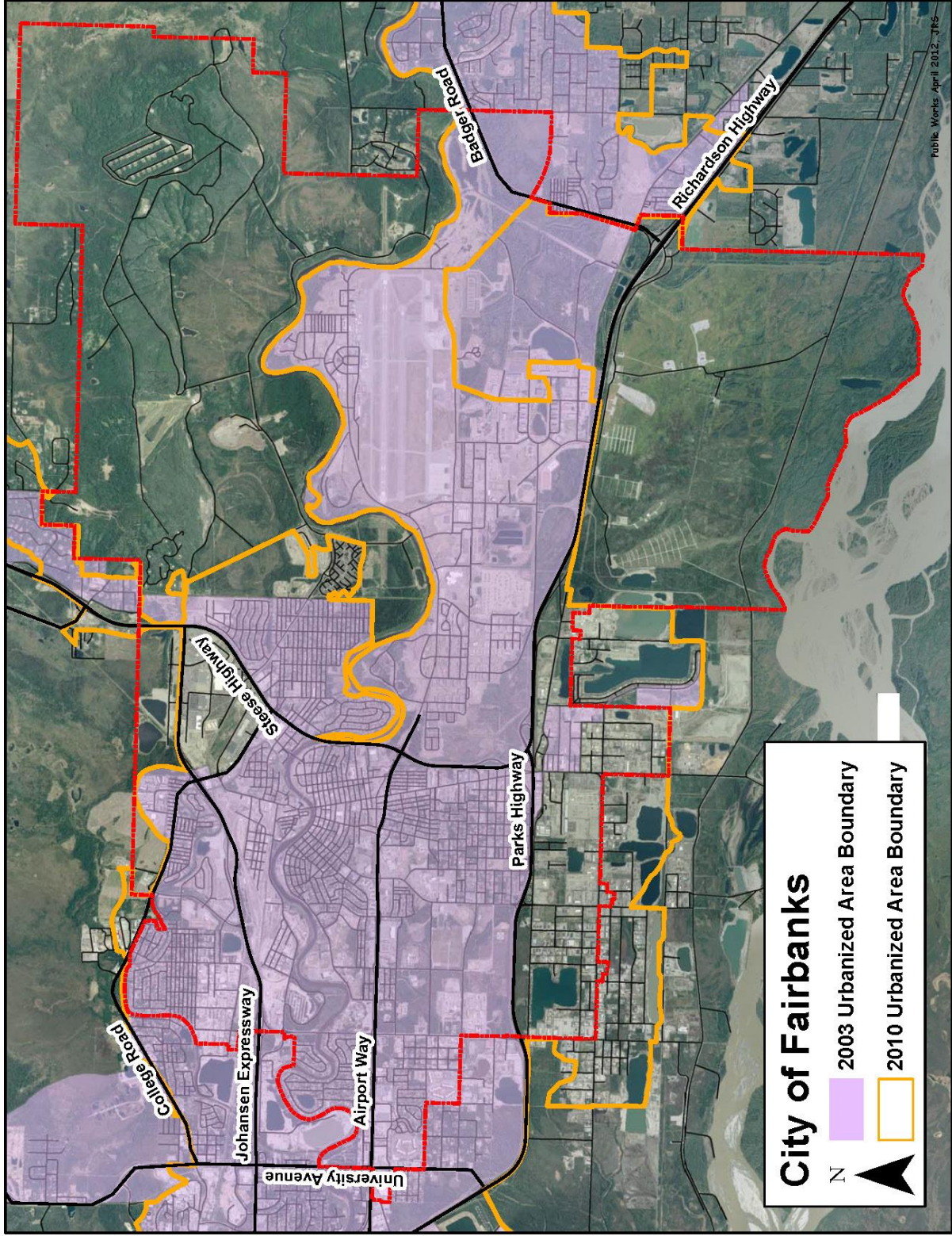
9.0 APPENDICES

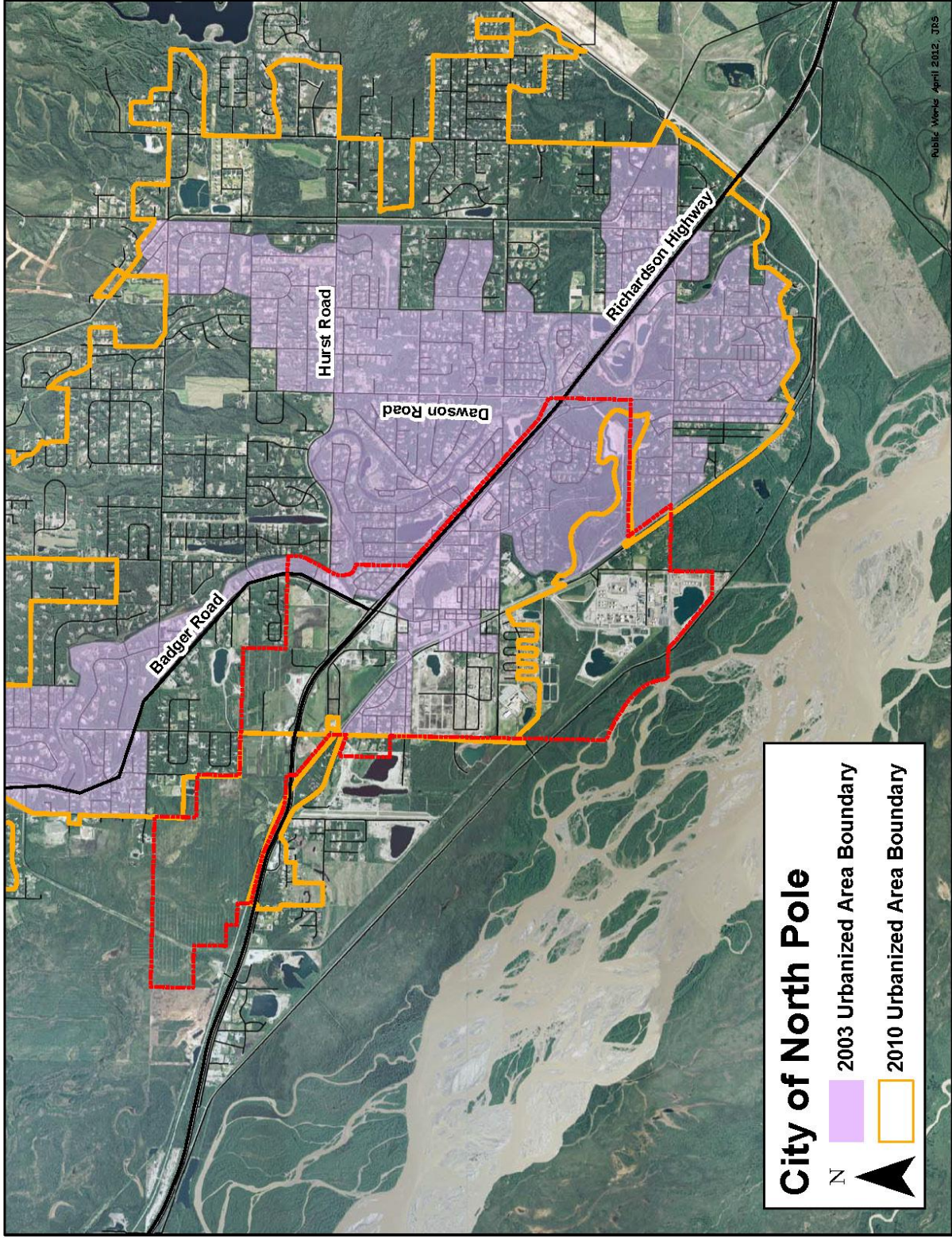
Appendix A – Fairbanks Urbanized Area Maps

APPENDIX A.
Fairbanks Urbanized Area Maps



Public Works February 2009 .JRS





**Department of Environmental Conservation
Response to Comments**

For

**Alaska Pollutant Discharge Elimination System (APDES)
Permit for Storm Water Discharges from Small Municipal
Separate Storm Sewer Systems (MS4s)
within the**

**City of Fairbanks,
City of North Pole,
University of Alaska – Fairbanks, and
Alaska Department of Transportation and Public Facilities –
Northern Regional Office**

APDES Permit No. AKS053406

Public Noticed April 4, 2018 – May 4, 2018

May 11, 2018



Alaska Department of Environmental Conservation
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501

1 Introduction

1.1 Summary of Facility / Permit

The Environmental Protection Agency (EPA) previously issued an National Pollutant Discharge Elimination System permit (AKS053406) for an Municipal Separate Storm Sewer System (MS4) owned and operated by four permittees: City of Fairbanks, City of North Pole, University of Alaska - Fairbanks, and the Alaska Department of Transportation and Public Facilities – Northern Regional Office (hereinafter “co-permittees) on June 1, 2005. The permit expired on May 31, 2010. In October 2009, EPA transferred authority to administer the Alaska Pollutant Discharge Elimination System (APDES) program to the Alaska Department of Environmental Conservation (the Department or DEC). When the permit expired in May 2010, DEC administratively extended the permit pursuant to 18 AAC 83.155(c) until it was reissued on June 10, 2013. Following the application requirements in 18 AAC 83.110(d), the co-permittees submitted an application for reissuance of their permit on January 9, 2018.

Within the Fairbanks MS4 area, surface runoff is directed to a system of mostly interconnected conveyances, which consist of subsurface storm sewers, roadside ditches, and surface streets. The permit authorizes and sets conditions on the discharge of pollutants from municipal activities to Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the United States within the Fairbanks Urbanized Area. In order to ensure protection of water quality and human health, the permit establishes conditions, prohibitions, and management practices for discharges of storm water from the MS4s owned and operated by the co-permittees. Concurrently, DEC also proposed a separate APDES permit for discharges from the MS4s owned and operated by the Fairbanks North Star Borough (AKS053414).

1.2 Opportunities for Public Participation

The Department proposed to reissue an APDES wastewater discharge permit to the co-permittees. To ensure public, agency, and tribal notification and opportunities for participation the Department:

- identified the permit on the annual Permit Issuance Plan posted online at: <http://www.dec.state.ak.us/water/wwdp/index.htm>
- notified potentially affected tribes that the Department would be working on this permit via letter, fax and/or email
- posted a preliminary draft of the permit on-line for a 10-day applicant review on March 14, 2018, and notified tribes and other agencies
- posted the public notice on the Department’s public notice web page on April 4, 2018
- sent email notifications via the APDES Program List Serve when the preliminary draft, draft, and proposed final permits were available for review

The Department did not receive any comments on the draft permit.

1.3 Final Permit

The final permit was reissued by the Department on *May 11, 2018*.



FNSB FLOODPLAIN DEVELOPMENT PERMIT

Permit Number: FP 2023-0004

Requirements for this permit:

Application Type:
Alteration of a watercourse.

Standards:

No person shall alter, relocate or obstruct a watercourse within a flood hazard area such that the ability of that watercourse to carry the base flood is diminished.

If the alteration is located in a regulatory floodway; certification must be provided by a registered professional statement demonstrating that such encroachments will not result in any increase in flood levels.

Issued To: Name: NELSON BRETT
Mailing Address: 2301 PEGER RD
City/State/Zip FAIRBANKS AK 99709

Issued By: *Kellen D. Spill* Date: 10/01/2022 BFE: 433
(Floodplain Administrator)

Description of proposed work:

Replacement of the Aurora Drive Noyes Slough Bridge in Special Flood Hazard Area. Applicant submitted attached hydrology report that demonstrates a no-rise in flood waters.

Specific Standards:

BFE= 433 in NAVD. A Certificate of Compliance will be required after construction is completed.

Parcel(s)

0079651 PARCEL 1 BLOCK 6 JOHNSTON

0602853 EAST PORTION OF LOT 1 BLOCK 6 JOHNSTON

0602863 WEST PORTION OF LOT 2 BLOCK 6 JOHNSTON

Project Address:

NOTE:

This permit authorizes development in the Special Flood Hazard Area described above.

A Certificate of Compliance shall be applied for within 60 days after obtaining the elevation certificate.

The holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.

Location Hydraulics Study

Aurora Avenue Bridge (#209)

Prepared for:



Alaska Department of Transportation
and Public Facilities
Northern Region
Fairbanks, AK 99709

Prepared by:
Hydraulic Mapping and Modeling
1091 West Chena Hills Drive
Fairbanks, AK 99709

December 2018

Introduction

This preliminary Location Hydraulics Study (LHS) was prepared to determine whether and where the replacement Aurora Avenue Bridge #209 encroaches onto the mapped 100-year floodplain.

Project Description

The Alaska Department of Transportation and Public Facilities (ADOT&PF) proposes to construct a new bridge over the Noyes Slough. The objective of this project is to provide a safe and efficient roadway bridge crossing over the Noyes Slough for both vehicles and pedestrians. The existing crossing at Aurora Avenue (Bridge #209) was constructed in 1960, and is classified as structurally deficient due to its poor condition. Problems include poor sight distance, poor deck condition, frequent log jams at the center pier, and substandard pedestrian facilities.

Floodplain Encroachment

If a proposed action involves an encroachment, the impacts must be assessed in a location hydraulic study (LHS), as required under 23 CFR 650.111. An **encroachment** is any action (highway construction, reconstruction, rehabilitation, repair or improvement) within the limits of the base floodplain. The LHS is an assessment of floodplain hazards that usually does not require extensive engineering analysis. The LHS identifies and describes the floodplain context of the project and describes how the ADOT&PF will address risks and floodplain-related design objectives.

There are two specific types of floodplain encroachments to be considered in an LHS:

Longitudinal encroachment: An encroachment that is parallel to the direction of flow, such as a highway that runs along the edge of a river.

Significant Encroachment: A highway encroachment and any direct support of likely base floodplain development that would involve one or more of the following construction- or flood-related impacts:

- A significant potential for interruption or termination of a transportation facility which is needed for emergency vehicles or provides a community's only evacuation route.
- A significant risk to life or property.
- A significant adverse impact on natural and beneficial floodplain values.

Floodplains

FHWA regulations in 23 CFR 650 apply to encroachments in all base floodplains (1% annual chance flood hazard), not just those that are mapped and regulated by the Federal Emergency Management Agency (FEMA) under the National Flood Insurance Program (NFIP). Unmapped base floodplains are often called unregulated floodplains. The proposed Aurora Avenue bridge replacement project at the Noyes Slough crossing is located within a regulated base floodplain.

The Fairbanks North Star Borough (FNSB) participates in the NFIP. As a participating community, it has developed local floodplain ordinances per FEMA requirements. The FNSB Title 15 Floodplain Management Regulations cover the requirements for development within

mapped floodplains. The existing Aurora Avenue Bridge #209 is within a regulated Special Flood Hazard Area (SFHA) for the Noyes Slough. A regulatory floodway has also been established. The bridge approach, abutments and the center pier present an encroachment in the regulatory floodplain. See Table 1.

The Noyes Slough regulatory floodplain is embedded within the larger Tanana River mapped floodplain, which is mapped as a Zone X (Area with reduced flood risk due to levee) in the project vicinity. The FEMA Flood Insurance Rate Map (FIRM) panel #02090C4360J from the National Flood Hazard Layer (NFHL) includes the existing bridge, which occupies the same alignment as the proposed replacement bridge. See Figure 1.

The Noyes Slough channel at the bridge alignment can be narrowed to more closely match the channel width upstream and downstream, which will result in a shorter required span opening. The proposed bridge is a shorter concrete flanged bulb-tee girder bridge with sheet pile walls. The proposed bridge will have one span, with no bridge piers (compared to two spans and a center pier at the existing bridge). The proposed bridge centerline alignment bearing is the same as the existing bridge. The sheet pile abutment faces are skewed to the bridge alignment, and in line with the river flow path.

Table 1. Floodplains impacted by this project.

Project Location	FNSB	Type of Floodplain	FIRM Panel	Waterbody
Aurora Avenue Bridge (#209)	yes	Regulated-SFHA with Regulatory Floodway	02090C4360J	Noyes Slough

A recent hydrology study of the Noyes Slough noted that, due to lowering of the channel bed, the magnitude and duration of flow has been decreasing for the past 68 years. As a result, the current estimated Noyes Slough 1% probability flow is 32% smaller than the previous estimate developed in 1992 for the FNSB Flood Insurance Study.

Summary

Risks Associated with the Implementation of the Action

The risks associated with this project are low. In this context, “risk” means the consequences associated with the probability of flooding attributable to the encroachment. A shorter replacement bridge span decreases the spacing between the bridge abutments, encroaching laterally in the floodplain. However, the elimination of a center pier will reduce the potential for floating debris to accumulate at the pier, which can obstruct, constrict, or redirect flow through bridge openings resulting in flooding or excessive scour at bridge foundations. See Figure 2.

The new bridge and associated approaches will be designed to perform without significant damage or hazard to people and property for conditions up to the design flood. Complete avoidance of the floodplain would require a single span opening, with abutments outside of the

regulatory floodplain and no piers. The bridge length to span an opening with no floodplain encroachment would require extremely tall girders, which would both be prohibitively expensive and result in a significant grade raise. Therefore no practicable alternatives exist that would avoid or further minimize impacts to the floodplain.

Impacts on Natural and Beneficial Flood Plain Values

Natural and beneficial floodplain values include, but are not limited to fish, wildlife, plants, open space, natural beauty, scientific study, outdoor recreation, agriculture, aquaculture, forestry, natural moderation of floods, water quality maintenance, and groundwater recharge. This project should not significantly impact the natural and beneficial floodplain values. Narrowing the channel at the proposed bridge site will promote smooth flow lines through the bridge, reducing erosion potential. Bridge piers have been excluded from consideration. By reducing the span opening and moving the abutments slightly closer together, the bridge length can be reduced, which results in reduced bridge girder height. As a result, no grade raises are proposed. This design will minimize the footprint of the project to the extent practicable. Riparian vegetation will be preserved or established, and roadway drainage will be improved. The proposed project should preserve and may even enhance the natural and beneficial floodplain values.

Measures to Minimize Flood Plain Impacts Associated with the Action

Measures to minimize floodplain impacts will be incorporated into the design and construction of this project. They include the following:

- Design hydraulic structure so that there will be no backwater effect with no significant increase in flood damage to upstream property.
- Geomorphic factors are considered in hydraulic structure placement and road designs.
- Maintain the existing flow distributions to the extent practicable.
- Minimizes the footprint of the project to the extent practicable.
- Erosion and sediment control measures will be implemented during construction.

The project will not involve significant encroachments and should not support incompatible floodplain development. Proposed work will improve water conveyance and no adverse flood plain impacts are anticipated. There will be no loss of flow conveyance to carry base flood and storage capacity will not be affected by proposed improvements in this project's final condition.

Support of Probable Incompatible Floodplain Development

“Support of base floodplain development” means to encourage, allow, serve, or otherwise facilitate additional base floodplain development. Direct support results from an encroachment, while indirect support results from the action out of the base floodplain.

This project is subject to local, state, and federal floodplain regulations. Other non-ADOT&PF projects within the Fairbanks North Star Borough jurisdictional boundary are also subject to the FNSB floodplain ordinance. It is improbable that incompatible floodplain development would receive support from this project.

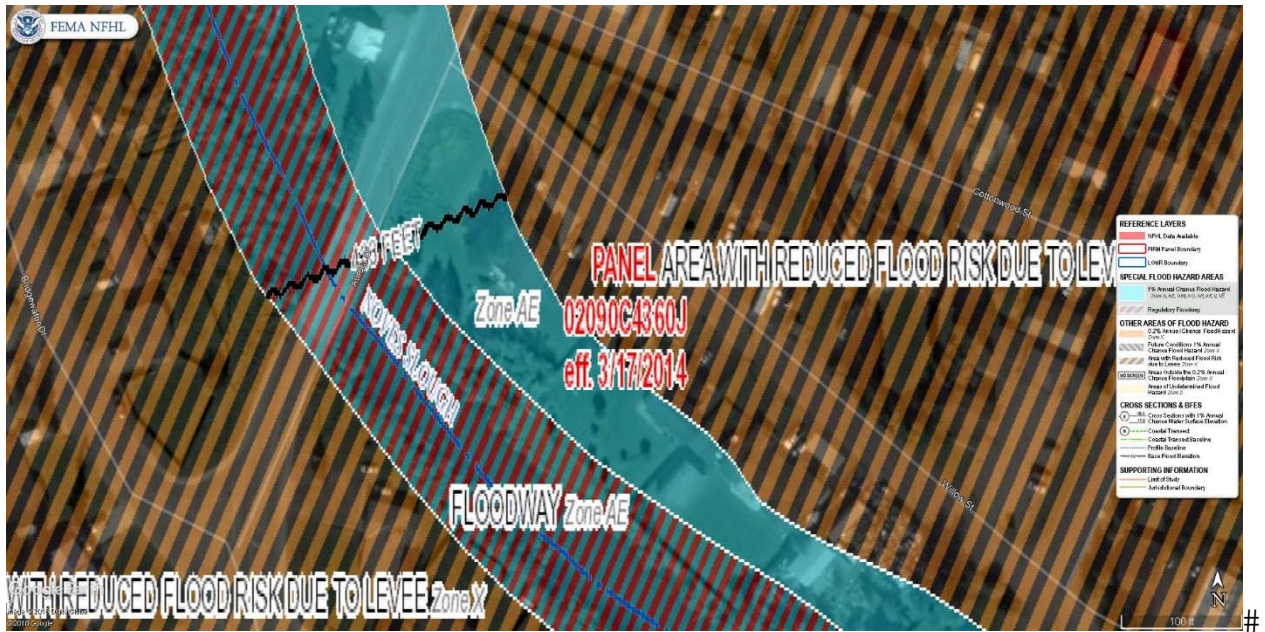


Figure 1. FIRM Panel 02090C4360J, Aurora Avenue Bridge #209 at Noyes Slough crossing.



Figure 2. Center pier at the existing bridge accumulates floating logs and debris, creating the potential for increased flooding or scour of bridge foundations. The replacement bridge will be single-span, without a center pier.



FISH HABITAT PERMIT

FH22-III-0207

ISSUED: September 30, 2022

EXPIRES: Life of Structure

Kerri Martin
Alaska Department of Transportation & Public Facilities
Northern Region
2301 Peger Road
Fairbanks, AK 99701

RE: Bridge Replacement Aurora Drive
Noyes Slough (Stream Number 334-40-11000-2490-3301-4015)
Section 4, T1S, R1W, FM (Fairbanks D-2 Quad)
Location: 64.8310 N, -147.7620 W

Dear Kerri Martin:

Pursuant to AS 16.05.871 (b), the Alaska Department of Fish and Game (ADF&G) Habitat Section has reviewed your proposal to replace the Noyes Slough Bridge (No 0209) on Aurora Drive.

Project Description

The Alaska Department of Transportation and Public Facilities (ADOT&PF) proposes to replace the Noyes Slough Bridge (No. 0209) on Aurora Drive. The new bridge will be 100 ft long by 42 ft wide and will span the entire crossing with no piers or piles. The existing center concrete pier will be removed, and sheet pile abutments armored with riprap. 485 cubic yards of permanent fill will be added to Noyes Slough while 170 cubic yards will be dredged and removed impacting 0.31 acres of the waterway. Trenching and backfilling of water line channels will cross below the bridge. If water pumping is needed a screened intake will be used on all intake structures. The proposed project will have temporary construction impacts which may include cofferdams, construction of a temporary equipment pad, and/or temporary erosion control measures. Temporary impacts will place approximately 450 CY temporary fill within 0.05 acres for the crane pad. All temporary crossing structures will be removed completely once construction of the new bridge is complete. Construction is anticipated to begin in 2023 and

estimated completion in 2024. Additional project details are contained in your project application received by email on September 12, 2022.

Anadromous Fish Act

Noyes Slough (Stream Number 334-40-11000-2490-3301-4015) has been specified as being important for the spawning, rearing, or migration of anadromous fishes pursuant to AS 16.05.871(a). In this project reach, Noyes Slough provides migration habitat for adult and juvenile Chinook salmon. Resident fish species such as Northern pike and Arctic grayling occupy the area year-round. Your project as proposed should not have adverse effects on anadromous fish or their habitat and is not anticipated to obstruct the free passage of fish.

In accordance with AS 16.05.871(d), your project is approved subject to the project description and permit terms with the following stipulations:

- 1) In river work shall be minimized or avoided during sensitive migration periods for Chinook and chum salmon (June 30 - August 15).
- 2) Pile driving shall be limited to day-time hours (6:00 am to 6:00 pm) and shall be conducted in a manner that assures that peak sound pressure levels within fish bearing waters does not exceed 206 dB at any time.
- 3) All aspects of this project shall be designed, installed, and maintained to maintain important fish habitat and to accommodate the efficient passage and movement of fish, both upstream and downstream, for the life of the structures. Any obstruction to the free passage of fish (including, but not limited to, excessive velocities, outwash gravels, bank destabilization, or potential fish entrapments) shall be restored to the satisfaction of the ADF&G Habitat Section.
- 4) Debris that collects on the bridge embankments within the limits of ordinary high water shall be removed (working from the bridge) in a timely manner and may be released on the downstream side of the feature. If other maintenance of the structure is required, the ADF&G shall be notified, and a determination made on the need for a Fish Habitat Permit or amendment before work begins.
- 5) Water pump intakes shall be screened with a maximum of 0.25-inch mesh. Water velocity at any given point along the intake structure shall not exceed 0.5 feet per second.
- 6) Intake screens shall be inspected for damage (torn screen, crushed screen, screen separated from intake ends, etc.) prior to each deployment. Any damage observed must be repaired prior to use of the structure. The structure must always conform to the original design specifications while in use.

Permit Terms

This letter constitutes a permit issued under the authority of AS 16.05.871 and must be retained on site during project activities. Please be advised that this determination applies only to activities regulated by the Habitat Section of ADF&G; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits, state, federal, or local. You are still required to comply with all other applicable laws.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the ADF&G Habitat Section and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any provision contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the ADF&G Habitat Section. Therefore, it is recommended that you consult the Habitat Section before considering any deviation from the approved plan.

You shall give an authorized representative of the state free and unobstructed access to the permit site, at safe and reasonable times, for the purpose of inspecting or monitoring compliance with any provision of this permit. You shall furnish whatever assistance and information the authorized representative reasonably requires for monitoring and inspection purposes.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. You shall mitigate any adverse effect upon fish or wildlife, their habitats, or any restriction or interference with public use that the commissioner determines was a direct result of your failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

You may appeal this permit decision relating to AS 16.05.871 in accordance with the provisions of AS 44.62.330-630.

Please direct questions about this permit to Habitat Biologist Chad Bear at 907.459.7373 or Chad.bear@alaska.gov.

Sincerely,
Doug Vincent-Lang, Commissioner



BY: Audra L. J. Brase
Fairbanks Habitat Section Regional Supervisor
Alaska Department of Fish and Game

ecc: Al Ott, ADF&G Habitat, Fairbanks
Brett Nelson, ADOT&PF Fairbanks
Lisa Stuby, ADF&G SF, Fairbanks
Christine Gleason, ADF&G Comm Fish
NOAA Fisheries, Anchorage
Permit Coordinator, ADF&G SF
Bob Henszey, USFWS, Fairbanks
Ellen Lyons, USACE, Fairbanks
AWT Northern Detachment

CB/AB

From: [Bear, Chad E \(DFG\)](#)
To: [Martin, Kerri L \(DOT\)](#)
Subject: RE: FH22-III-0207; ADOT&PF; Noyes Slough Bridge #0209 Replacement; Aurora Drive
Date: Thursday, October 27, 2022 9:36:15 AM
Attachments: [image001.png](#)

Hi Kerri,

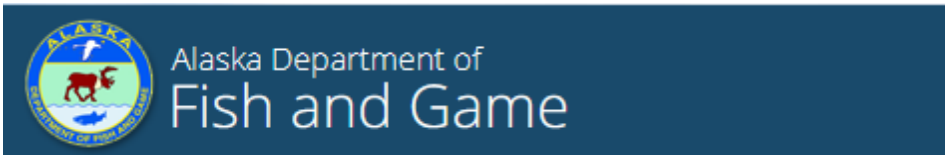
Sorry for the slow response. Yes we can clarify stipulation 2. It was unclear if the sheet piles were going to be pounded / driven into the riverbanks below the water line and would be in-water work, so I added it just in case.

For this permit (FH22-III-0207) I can do an email approval that there will not be any pile driving during this project and that all in water-work during the migration window will be not exceed 206 DB at any time.

Instead of issuing you a new permit please keep this email as part of your records as the ADF&G Habitat approval of your requested stipulation number 2 modification.

Let me know if this works for your project.
Best Regards,

Chad Bear
Habitat Biologist II
Chad.bear@alaska.gov
Office Phone: 907.459.7373



From: Martin, Kerri L (DOT) <kerri.martin@alaska.gov>
Sent: Thursday, October 27, 2022 7:19 AM
To: Bear, Chad E (DFG) <chad.bear@alaska.gov>
Subject: RE: FH22-III-0207; ADOT&PF; Noyes Slough Bridge #0209 Replacement; Aurora Drive

Good Morning Chad,

I was wondering if you are able to clarify or change stipulation 2 as stated below? Please let me know if you need any additional information.

Thank You,
Kerri

From: Martin, Kerri L (DOT)
Sent: Thursday, October 6, 2022 9:17 AM
To: Bear, Chad E (DFG) <chad.bear@alaska.gov>
Subject: RE: FH22-III-0207; ADOT&PF; Noyes Slough Bridge #0209 Replacement; Aurora Drive

Chad,

Thank you for the Fish Habitat permit. I was hoping to get clarification on Stipulation 2. In reviewing the application submitted, I realized I didn't clearly state that no piles will be driven into the Noyes slough. Is it possible to have Stipulation 2 state that if any in-water work occurs during the fish window it will occur in a manner that assures that peak sound pressure levels within fish bearing does not exceed 206 dB at any time?

Thank You,
Kerri

From: Bear, Chad E (DFG) <chad.bear@alaska.gov>
Sent: Friday, September 30, 2022 11:36 AM
To: Martin, Kerri L (DOT) <kerri.martin@alaska.gov>
Cc: Ott, Alvin G (DFG) <al.ott@alaska.gov>; Nelson, Brett D (DOT) <brett.nelson@alaska.gov>; Stuby, Lisa A (DFG) <lisa.stuby@alaska.gov>; Gleason, Christine M (DFG) <christine.gleason@alaska.gov>; Hcd Anchorage - NOAA Service Account <hcd.anchorage@noaa.gov>; DFG, DSF PermitCoordinator (DFG sponsored) <dfg.dsf.permitcoordinator@alaska.gov>; U.S.Fish & Wildlife Service-Bob Henszey <Bob_Henszey@fws.gov>; Lyons, Ellen H CIV USARMY CEPOA (USA) <Ellen.H.Lyons@usace.army.mil>; Rodgers, Justin C (DPS) <justin.rodgers@alaska.gov>; Potter, Michael J (DPS) <michael.potter@alaska.gov>; Valentine, Daniel G (DPS) <daniel.valentine@alaska.gov>; Gunderson, Daniel G (DPS) <daniel.gunderson@alaska.gov>; Elkins, Brandon D (DPS) <brandon.elkins@alaska.gov>
Subject: FH22-III-0207; ADOT&PF; Noyes Slough Bridge #0209 Replacement; Aurora Drive

Hello Kerri Martin,

Your Fish Habitat Permit for replacing the Aurora Drive bridge over Noyes Slough is attached. Please let me know if your scope of work or timeline Changes and we can adjust the permit as needed.

Best Regards,

Chad Bear
Habitat Biologist II
Chad.bear@alaska.gov

APPENDIX B

MATERIALS CERTIFICATION LIST (MCL)

HIGHWAY MASTER MATERIALS CERTIFICATION LIST, EXCEPT SECTION 660/661/740 (current 1/30/12)

Project Name: **Aurora Drive Noyes Slough Bridge No. 209 Replacement**
 Project Number: **0629001/NFHWW00124**
 Project Engineer Signature: _____

Unshaded boxes indicate who approves the manufacturer's certificate of compliance or materials submittals. If two boxes not shaded, either approving authority may be used.

Materials Item	Specification 2004 or Std. Mod. if noted	Construction		Design		Statewide Materials			Certificate Location e.g. Binder #
		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer	
401 ASPHALT CONCRETE PAVEMENT									
Mix Design	401-2.01								
Joint Adhesive	401-3.14								
Joint Sealant	401-3.14								
501 STRUCTURAL CONCRETE									
Concrete Mix Design, Class —	501-2.02								
Grout and Epoxy	701-2.03, 501-2.01.5., 712-2.19								
Curing Materials	711-2.01								
Concrete Anchor Bolts	712-2.20								
Concrete Anchor Inserts	712-2.20								
Utiliduct, HDPE	706-2.08								
Utiliduct, Steel	716								
Structural Steel	716								
Asphalt Felt	501-2.01.4.								
503 REINFORCING STEEL									
Deformed and Plain Billet-Steel Bars	709-2.01								
Fabricated Deformed Steel Bar Mats	709-2.01								
Steel Welded Wire Fabric	709-2.01								

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Materials Item	Specification		Construction		Design		Statewide Materials			Certificate Location e.g. Binder #
	2004 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer	Manufacturer/Remarks	
Steel Wire	709-2.01									
Epoxy-Coated Reinforcing Bars	709-2.01									
505 PILING										
Concrete Mix Design	501-3.01									
<u>Reinforcing Steel</u>										
Deformed and Plain Billet-Steel Bars	709-2.01									
Fabricated Deformed Steel Bar Mats	709-2.01									
Steel Welded Wire Fabric	709-2.01									
Steel Wire	709-2.01									
Epoxy-Coated Reinforcing Bars	709-2.01									
<u>Timber Piles</u>										
Preservatives for Timber	714-2.01									
Steel Shells	715-2.02									
Steel Pipe	715-2.02									
Structural Steel Piles	715-2.02									
Sheet Piling	715-2.02									
507 BRIDGE RAILING										
<u>Steel Railing</u>										
Steel Tube Rail Elements	722-2.01									
Steel Thrie Beam Elements	722-2.01									
Posts	722-2.01									

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Materials Item	Specification		Construction		Design		Statewide Materials			Certificate Location e.g. Binder #
	2004 or Std. Mod. if noted		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer	
Machine Bolts, Cap Screws, Nuts & Washers High Strength Bolts, Nuts & Washers Anchor Studs Shims, Plates and Sleeves Galvanizing	722-2.01									
	722-2.01/716-2.04									
	722-2.01									
	722-2.01									
	722-2.01									
<u>Timber Railing</u>										
Timber Preservatives for Timber & Glued- Lams	713-2.01									
	714-2.01									
Structural Shapes, Rods & Plates	716-2.02									
	716-2.07									
Galvanizing Bolts, Screws & Drive Spikes	506-2.01									
	506-2.01/716-2.07									
Mastic Sealer	506-2.01									
Steel Dowels	506-2.01									
Timber Connectors	506-2.01									
<u>Concrete</u>										
Concrete Mix Design Reinforcing Steel Grout	501-3.01									
	709-2.01									
	701-2.03									
508 WATERPROOFING MEMBRANE										
Membrane Material	508-2.01									

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Materials Item	Specification		Construction		Design		Statewide Materials			Certificate Location e.g. Binder #
	2004 or Std. Mod. if noted	Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer	Manufacturer/Remarks	
604 MANHOLES & INLETS										
Concrete Mix Design	501-3.01									
Curing Materials	711-2.01									
<u>Clay or Shale Brick</u>										
Sewer Brick	704-2.01									
Building Brick	704-2.01									
Concrete Brick	704-2.02									
Concrete Masonry Block	704-2.03									
<u>Flexible Watertight Gaskets</u>										
Ring Gaskets for Rigid Pipe & Precast Manhole Sections	705-2.05									
Ring Gaskets for Flexible Metal Pipe	705-2.05									
Continuous Flat Gaskets for Flexible Metal Pipe	705-2.05									
<u>Reinforcing Steel</u>										
Deformed and Plain Billet-Steel Bars	709-2.01									
Fabricated Deformed Steel Bar Mats	709-2.01									
Steel Welded Wire Fabric	709-2.01									
Steel Wire	709-2.01									
Epoxy-Coated Reinforcing Bars	709-2.01									
Precast Concrete Manhole Sections	712-2.05									
<u>Frames, Grates, Covers & Ladder Rungs</u>										
Gray Iron Castings	712-2.06									

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Materials Item	Specification 2004 or Std. Mod. if noted	Construction		Design		Statewide Materials			Manufacturer/ Remarks	Certificate Location e.g. Binder #
		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer		
Carbon-Steel Castings	712-2.06									
	712-2.06									
	712-2.06									
	712-2.06									
	712-2.07									
606 GUARDRAIL										
Concrete Mix Design	501-3.01									
Pre-Mixed (Sac Crete)	606-2.01									
Wire Cable	709-2.02									
Metal Beam Rail	710-2.04									
Guardrail Posts and Blocks										
Wood Posts and Wood Blocks	710-2.06									
Timber treatment	714									
Steel Posts and Blocks	710-2.06									
Synthetic Blocks	710-2.06									
Guardrail Hardware	710-2.07									
Terminals										
Slotted Rail Terminal	710-2.11									
Extruder Terminal	710-2.11									
Controlled Release Terminal	710-2.11/ Std. Dwg. G-25.20W									
All other Terminals	710-2.11									

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Materials Item	Specification 2004 or Std. Mod. if noted	Construction		Design		Statewide Materials			Manufacturer/ Remarks	Certificate Location e.g. Binder #
		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer		
Flexible Markers Guardrail Reflector Assembly Brackets	606-2.01									
	606-2.01									
	606-2.01									
608 SIDEWALKS										
Concrete Mix Design	501-3.01									
Joint Fillers	705-2.01									
Joint Sealer	705-2.02									
Asphalt Concrete Mix Design	608-2.01									
Detectable Warnings	608-3.04									
609 CURBING										
Concrete Mix Design	601-3.01/609-2.01									
Joint Fillers	705-2.01									
Joint Sealer	705-2.02									
Joint Mortar	705-2.04									
Precast Concrete Curb	712-2.04									
Asphalt Concrete Mix Design	609-2.01									
615 STANDARD SIGNS										
Sheet Aluminum	730-2.01/Plans									
High Density Overlay Plywood	730-2.02									
Sign Framing Members	Std. Dwg. S-20.10									
Reflective Sheeting	730-2.03									

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Materials Item	Specification		Construction		Design		Statewide Materials			Certificate Location e.g. Binder #	
	2004 or Std. Mod. if noted		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer		Manufacturer/Remarks
Orange Background Signs Railroad Crossbucks & Vertical Crossbuck Support Panels Non-Illuminated Overhead Signs Fluorescent Yellow-Green School Area Signs Reflective Sheeting Warranty	615-2.01										
	615-2.01										
	615-2.01										
	615-2.01										
	615-2.01										
<u>Sign Posts</u>											
Metal Pipe Posts Perforated Steel Posts Finished Wooden Posts Pressure Treatment for Wooden Posts Preservative for Field cuts and holes Wide Flange Posts Flanged Channel Posts Square Non-Perforated Steel Tubes Zinc Coating for Repairs Flexible Delineator Posts Acrylic Prismatic Reflectors	730-2.04										
	730-2.04										
	730-2.04										
	730-2.04/714										
	730-2.04										
	730-2.04										
	730-2.04										
	730-2.04										
	615-2.01 and 730-2.05										
	730-2.06										
<u>Sign Bases</u>											
Slip Base Breakaway Base	615-2.01/Plans										
	615-2.01/Plans										

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Materials Item	Specification 2004 or Std. Mod. if noted	Construction		Design		Statewide Materials		Manufacturer/ Remarks	Certificate Location e.g. Binder #
		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)		
Frangible Couplings	615-2.01/Plans								
Concrete	615-2.01/ 501-3.01								
618 SEEDING									
Seed	724								
Fertilizer	618-2.01/725								
626 SANITARY SEWER SYSTEM									
Cured-in-place Pipe lining	712-2.23								
Cured-in-place Lift Station lining	712-2.26								
627 WATER SYSTEM									
Filter Blanket	703-2.08								
Porous Backfill	703-2.10								
<u>HDPE Pipe</u>									
HDPE Pipe over 2"	706-2.08								
Butt Fusion or Flange Fittings	706-2.08								
Polyurethane Insulation	706-2.08								
<u>Service Pipe</u>									
Copper Pipe	707-2.06								
Steel Pipe	707-2.06								
Corporation Stops	712-2.09/Plans								
<u>Gate Valves</u>									
Larger Than 3 Inches	712-2.10								

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Materials Item	Specification 2004 or Std. Mod. if noted	Construction		Design		Statewide Materials			Certificate Location e.g. Binder #
		Project Engineer	Regional Materials or QA Engineer	Design Engineer of Record	State Bridge Engineer	Regional Traffic Engineer	*Qualified Products List (QPL)	State Materials or QA Engineer	
<u>Valve Boxes</u>									
For Valves larger than 3 Inch	712-2.11								
Insulation	712-2.24								
630 GEOTEXTILE FOR EMBANKMENT SEPARATION AND STABILIZATION									
<u>Geotextiles and Sewing Thread</u>									
Separation	729-2.01								
Stabilization	729-2.01								
631 GEOTEXTILE FOR SUBSURFACE DRAINAGE AND EROSION CONTROL									
<u>Geotextiles and Sewing Thread</u>									
Subsurface Drainage, Class_	729-2.02								
Erosion Control, Class_	729-2.02								
641 EROSION, SEDIMENT AND POLLUTION CONTROL									
<u>BMP Installations</u>									
BMP Installations	641-2.05								641 Control and Stabilization Materials identified and documented in SWPPP and approved on project.
642 CONSTRUCTION SURVEYING AND MONUMENTS									
<u>Monument Cases</u>									
Monument Cases	642-2.01								
<u>Primary Monument</u>									
Primary Monument	642-2.01								
<u>Secondary Monument</u>									
Secondary Monument	642-2.01								
643 TRAFFIC MAINTENANCE									
<u>Traffic Control Devices</u>									
Traffic Control Devices	643-2.01								643 Materials approved on project with TCP conforming to Alaska Traffic Manual (ATM).

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APPENDIX C

**EROSION AND SEDIMENT CONTROL
PLAN (ESCP)**

Erosion and Sediment Control Plan

For

Aurora Drive Noyes Slough Bridge No.209 Replacement

NFHWHY00124/0629001

Fairbanks, Alaska



Alaska Department of Transportation & Public Facilities
Northern Region
2301 Peger Rd
Fairbanks, Alaska 99709

ESCP Preparation Date: **January 2022**

The following Erosion and Sediment Control Plan (ESCP) has been prepared by the Alaska Department of Transportation and Public Facilities (DOT&PF) to assist bidders in successfully planning their construction means and methods to comply with the Alaska Construction General Permit (ACGP), United States Army Corps of Engineers (USACE) 404/10 Permit, Alaska Department of Environmental Conservation (ADEC) 401 Water Quality Certification, and other permits associated with this project. This document is not intended to be all inclusive of the best management practices (BMPs) that will be required to reduce the potential for sediment discharge during construction and comply with permit conditions or construction specifications. This ESCP is intended to guide contractors during the bidding process and assist in the preparation of the contractor's Storm Water Pollution Prevention Plan (SWPPP) that must be approved prior to commencing construction after award. The contractor is responsible for the risk assessment analysis, planning, preparation and implementation of the SWPPP.

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SECTION 1 - GENERAL INFORMATION

1.0 PERMITTEE (5.3.1)

The Department of Transportation & Public Facilities (DOT&PF) will be a permittee for the project. Upon the approval of the contractor's Storm Water Pollution Prevention Plan (SWPPP) by DOT&PF, the contractor will be required to submit a Notice of Intent (NOI) and obtain permit coverage as an operator. The contractor's contact information, as well as contact information for all subcontractors must be included in the contractor's SWPPP. All subcontractors will be required to sign a certification (DOT&PF Form 25D-105) demonstrating they have read the Alaska Construction General Permit (ACGP), the contractor's SWPPP, and will adhere to their terms and conditions.

1.1 Operator(s)/Contractor(s)

Insert Company or Organization Name
Insert Name
Insert Address
Insert City, State, Zip Code
Insert Telephone Number
Insert Fax/Email

The contractor has day-to-day operational control over activities in the field, including subcontractors and implementation of the SWPPP.

Alaska Department of Transportation and Public Facilities, Northern Region
Joseph P. Kemp, P.E.
2301 Peger Road
Fairbanks, Alaska 99709
907-451-2210
Joseph.kemp@alaska.gov

DOT&PF has operational control over construction plans and specifications, including the ability to make modifications and ensure compliance with the SWPPP.

3.0 PROJECT INFORMATION (5.3.3)

3.1 Project Information

Project/Site Name: **Aurora Drive Noyes Slough Bridge No. 209 Replacement**

Project State Number/Federal Number: **NFHwy00124/0629001**

Project Street/Location: **Aurora Drive**

City: **Fairbanks** State: **Alaska** Zip Code: **99709**

Borough or Subdivision: **Fairbanks North Star Borough**

Latitude/Longitude:

Latitude:

Longitude:

1. 64 ° 51 ' 41 " N (degrees, minutes, seconds) 1. -147 ° 45 ' 41 " W (degrees, minutes, seconds)

Method for determining latitude/longitude:

USGS topographic map (specify scale: _____) EPA Web site GPS

Other (please specify): Google Earth (Approx. center of existing bridge)

3.2 Project Site-Specific Conditions (5.3.3)

Mean annual precipitation based on nearest weather station (inches): **10.53 Inches (Source: Western Regional Climate Center for Fairbanks Intl AP (502968))**

Size of the 2-yr, 24-hr storm event (in inches): 1.09 (Source: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_ak.html)

Soil Type(s) and Slopes **From the “Foundation Geology Report Noyes Slough Bridge 209”**

The project site and most of Fairbanks is underlain by a thick accumulation of floodplain alluvium. The low hills to the north of Fairbanks are mantled by loess (windblown silt), and the bedrock is predominantly schist. Surficial units in the intervening gently sloping area between Fairbanks proper and the hills chiefly include organic-rich silts, loess, and peat.

The floodplain sediments underlying the project area are typically mantled with a layer of sandy silt. Underlying beds and lenticular layers of silt, sand, gravel, and cobbles may extend to a depth of 700 feet beneath the Tanana River (Pewe and Paige, 1963). The borings advanced in the investigation for Bridge #209 did not encounter bedrock.

Landscape Topography: **From the “Foundation Geology Report Noyes Slough Bridge 209”**

The project site in Fairbanks is located on the compound floodplain of the Tanana and Chena Rivers, at the northern edge of the Tanana-Kuskokwim Lowland (Wahrhaftig, 1965), a broad depression north of the Alaska Range. To the immediate north of Fairbanks are hills of the Yukon-Tanana Upland. To the south of Fairbanks and Tanana River the Lowland contains massive alluvial fans originating in the Alaska Range. The low hills to the north and west of Fairbanks reach elevations of 1,250 to 1,800 feet and local relief ranges from 600 to 1,300 feet (Pewe, 1982).

Drainage patterns **Surface drainage and storm drain inlets (Fairbanks North Star Borough MS4) that outlet to Noyes Slough**

Type of Existing Vegetation: **Project area is a mix of residential and commercial with some grass, shrubs, and trees.**

Approximate growing season: **May 2nd to October 4th (Source: USACE Wetlands delineation manual: Alaska Region (Version 2))**

Seeding Dates: **May 15th through August 15th**

Fall Freeze-Up and Spring Thaw Dates: **Fall Freeze-Up: September 17th and Spring Thaw: May 21st**

Clearing Window: **Avoid vegetative clearing (Bird Nesting Window) from May 1st through July 15th for Interior Alaska**

Fish Window: **Insert Text**[BJ1][HE2]

Historic site contamination evident from existing site features and known past usage of the site. List all DEC Identified Contaminated Sites located within 1,500 feet of the project:

- HAZARD_ID 24725 FMUS - Pump Station #12 (Cleanup Complete),
- HAZARD_ID 27099 Residence - 217 Spruce Street (Active),
- HAZARD_ID 23797 Williams Express Store #5017 (Cleanup Complete - institutional Controls),
- HAZARD_ID 24443 Tesoro - Northstore #107 (Cleanup Complete),
- HAZARD_ID 27276 Residence 216 Aurora Drive (Active)

Additional information about these sites is available on the DEC Division of Spill Prevention and Response website: <https://dec.alaska.gov/spar/csp.aspx>

4.0 NATURE OF CONSTRUCTION ACTIVITY (5.3.4)

4.1 Scope of Work

Maintaining clearances below the bridge.

4.2 Project Function (5.3.4.1)

Bridge Replacement

4.3 Support Activities (As Applicable)

Support Activity	Location	Dedicated	
		Yes	No
Concrete Batch Plant		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asphalt Batch Plant		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment Staging Yards	located in the Northeast Quadrant of the bridge between Noyes Slough and Willow St	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Material Storage Areas		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Excavated Material Disposal Areas		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Borrow Areas		<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.5 Size of property and total area expected to be disturbed (5.3.4.3)

Runoff Coefficient Before Construction Table:

	Type 1	Type 2	Type 3	Type 4
Land	Street, Paved	Lawn		
soil	A	A		
slope	2-6%	2-6%		
Coefficient	0.96	0.22	0	0
Percent Coverage	65%	35%		
Weighted Coefficient	0.701			

Runoff Coefficient After Construction Table:

	Type 1	Type 2	Type 3	Type 4
Land	Street, Paved	Lawn		
soil	A	A		
slope	2-6%	2-6%		
Coefficient	0.96	0.22	0	0
Percent Coverage	65%	35%		
Weighted Coefficient	0.701			

The following are estimates of the construction site:

Description	Number	Remarks
Total project area:	1.6 acres	Describe how this area was calculated (example: ROW to ROW)
Construction-site area to be disturbed:	1.1 acres	Describe how this area was calculated
Percentage impervious area BEFORE construction:	65 %	
Runoff Coefficient BEFORE construction:	0.7	
Percentage impervious area AFTER construction:	65 %	
Runoff coefficient AFTER construction:	0.7	

The values shown in the table above were calculated with the information available at the time of the final design. The contractor's values may be different due to staging areas, batch plants, material stockpiles, etc. **Rational Method** was used to calculate the Runoff Coefficient. If a discrepancy is found, contact the Project Engineer to request further information.

5.0 SITE MAPS (5.3.5)

See ESCP sheet(s) within the Plans.

SECTION 2 – COMPLIANCE WITH STANDARDS, LIMITS, AND OTHER APPLICABLE REQUIREMENTS DOCUMENTATION OF PERMIT ELIGIBILITY RELATED TO TOTAL MAXIMUM DAILY LOADS (3.2, 5.6)

If the project is discharging into a water body with an EPA-established or approved Total Maximum Daily Load (TMDL), the project must implement measures to ensure the discharge of pollutants from the site is consistent with the assumptions and requirements of the TMDL. Refer to the ACGP for additional requirements.

The SWPPP must include documentation supporting a determination of permit eligibility regarding waters that have a TMDL.

The Integrated Water Quality Report can be found at:

<https://dec.alaska.gov/water/water-quality/integrated-report>

A search of the "Alaska's Final 2018 Integrated Water Quality Monitoring and Assessment Report" found listings or impairments for **Noyes Slough**.

7.1 Identify Receiving Waters (5.3.3.3)

Description of receiving waters: **Noyes Slough, FNSB MS4, City of Fairbanks MS4**

Description of storm sewer and/or drainage systems: **Fairbanks North Star Borough MS4 consisting of piped and surface water drainage network.**

Other: **N/A**

7.2 Identify TMDLs (5.6.1)

Is an EPA-established or approved TMDL published for the receiving water(s) listed in Section 7.1?

Yes No

TMDL: **Residues (in the form of debris), petroleum hydrocarbons, oil and grease. A TMDL target of zero for debris has been set. For POLs and grease, the TMDL target is no visible sheen on the surface of the water.**

Summary of consultation with state or federal TMDL authorities (5.6.2): **NA**

Measures taken to ensure compliance with TMDL (5.6.3): **NA**

8.0 DOCUMENTATION OF PERMIT ELIGIBILITY RELATED TO ENDANGERED SPECIES (3.3, 5.7)

8.1 Information on endangered or threatened species or critical habitat (5.7.1)

Are endangered or threatened species and critical habitats on or near the project area?

Yes No

Describe how this determination was made: **The U.S. Fish and Wildlife Service (USFWS) Critical Habitat for Threatened & Endangered Species Mapper showed no critical habitat for threatened and endangered species within or near the project area.**

Will species or habitat be adversely affected by storm water discharge (5.7.2)?

Yes No

Describe the species and/or critical habitat if species or habitat will be affected by storm water discharge.

N/A

Provide summary of necessary measures (5.7.5): **Construction activities will comply with the Migratory Bird Treaty Act to prevent the killing or taking of migratory birds or any part, nest, or eggs. The nesting season for the Interior is May 1 through July 15. (Source: USFWS Land Clearing Timing Guidance for Alaska)**

The project will remove the existing bridge pier from the slough. This will not change slough hydraulic gradient nor other aspects of habitat other than to remove a pier that is a catch point for debris such as trees. The area where the pier is removed should return to a habitat, like the rest of the slough and so a slight increase in rearing habitat. An ADF&G Fish Habitat permit will be required for the pier removal work. Pile driving for new bridge not anticipated to be in water but set back from edge of slough.

9.0 Applicable federal, state, tribal, or local requirements (4.15)

Permittees must ensure that the storm water control measures implemented at the site are consistent with all applicable federal, state, tribal, or local, requirements for soil erosion control and storm water management.

This project also falls underneath the Fbks4 MS4 Permit No: AKS053406

The project will comply with all applicable Federal, state, local, and tribal requirements for soil erosion control and storm water management. The contractor will be responsible for obtaining all necessary permits and clearances for material and disposal sites, and/or equipment storage areas in accordance with the ACGP for Storm water Discharges from Construction Activities.

A search of the ADEC Drinking Water Protection Areas (DWPA) map located at

<https://dec.alaska.gov/das/GIS/apps.htm>

No drinking water protection areas were found within or overlapping the project area.

Water System Number: **NA**

PWS Contact Information:

Name: insert text	Phone: insert text	Address: insert text
-------------------	--------------------	----------------------

10.12 Dewatering (4.4)

Will dewatering be conducted during construction? Yes No

Will excavation dewatering be conducted within 1,500 feet of a DEC mapped contaminated site found on the following website? Yes No

<http://www.arcgis.com/home/item.html?id=315240bf84aa0b8272ad1cef3cad3>

If YES to either question above, then describe BMPs below that comply with the CGP and the ADEC Excavation Dewatering General Permit (AKG002000). If a NOI for coverage under the excavation dewatering permit is submitted, attach it and ADEC's response in Appendix D of the SWPPP with a copy of the permit.

Dewatering is likely needed on the north side of the slough for the installation of the proposed water line. If excavation dewatering occurs, the contractor must comply with the Excavation Dewatering General Permit AKG002000, submit a NOI, and a certified BMP plan to ADEC for approval prior to dewatering.

12.0 MONITORING PLAN (IF APPLICABLE) (5.5; 7.0)

12.1 Determination of Need for Monitoring Plan

Is there an EPA-established or approved TMDL for **Noyes Slough**? Yes No

Is the receiving water listed as impaired for turbidity and/or sediment? Yes No

If NO, there is no monitoring requirement and delete the rest of this section & Section 13.2 & 13.3. If YES, answer the following questions.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID (FHWA) CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012
Supplement, Cargo Preference Act -- Effective February 15, 2016

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27)

and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENT to Form FHWA -1273
CARGO PREFERENCE ACT REQUIREMENTS**

This provision requires compliance with the Cargo Preference Act (CPA) and its implementing regulations in 46 CFR 381 for all Federal Aid Projects awarded after February 15, 2016.

In accordance with 46 CFR 381.7, the following language must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of 46 CFR 381.7 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

"General Decision Number: AK20230001 01/13/2023

Superseded General Decision Number: AK20220001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0097-001 06/01/2021

Rates Fringes

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

BOIL0502-002 01/01/2021

Rates Fringes

BOILERMAKER.....	\$ 47.03	30.59
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BRAK0001-002 07/01/2020

Rates Fringes

Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

CARP1281-001 09/01/2022

Rates Fringes

CARPENTER Including Lather and Drywall Hanging.....	\$ 43.34	28.86
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CARP1501-001 09/01/2019

Rates Fringes

MILLWRIGHT.....	\$ 37.64	23.46
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CARP2520-003 09/01/2022

Rates Fringes

Diver		
Stand-by.....	\$ 47.65	28.32
Tender.....	\$ 46.65	28.32
Working.....	\$ 87.45	28.32
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY

101 FEET AND ABOVE \$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

ELEC1547-004 04/01/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 42.77	3% + 27.97
ELECTRICIAN.....	\$ 42.44	3% + 28.22

ELEC1547-005 04/01/2022

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 62.29	3%+32.37
Linemen (Including Equipment Operators, Technician).....	\$ 61.29	3%+30.98
Powderman.....	\$ 59.29	3%+32.37
TREE TRIMMER.....	\$ 38.05	3%+27.01

* ELEV0019-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.83	37.335+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

ENGI0302-002 01/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.53	25.95
GROUP 1A.....	\$ 45.29	25.95
GROUP 2.....	\$ 42.76	25.95
GROUP 3.....	\$ 42.76	25.95
GROUP 4.....	\$ 35.83	25.95
TUNNEL WORK		
GROUP 1.....	\$ 47.88	25.95
GROUP 1A.....	\$ 49.82	25.95
GROUP 2.....	\$ 47.04	25.95
GROUP 3.....	\$ 46.24	25.95
GROUP 4.....	\$ 39.41	25.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 3: ""A"" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier

(on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Crane Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 07/01/2022

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL,		
REINFORCING		
MACHINERY MOVER,		
RIGGER,		
SHEETER, STAGE		
RIGGER,		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL, REINFORCING		
MACHINERY MOVER, RIGGER,		
SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 37.99	34.86
GUARDRAIL INSTALLERS.....	\$ 38.99	34.86
GUARDRAIL LAYOUT MAN.....	\$ 38.72	34.86
HELICOPTER, TOWER.....	\$ 42.49	34.86

LAB00341-001 04/01/2021

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 32.00	31.11
GROUP 2.....	\$ 33.00	31.11
GROUP 3.....	\$ 33.90	31.11
GROUP 3A.....	\$ 37.18	31.11
GROUP 3B.....	\$ 40.97	28.40
GROUP 4.....	\$ 21.57	31.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 35.20	31.11
GROUP 2.....	\$ 36.30	31.11
GROUP 3.....	\$ 37.29	31.11
GROUP 3A.....	\$ 40.90	31.11
GROUP 3B.....	\$ 45.07	28.40

LABORERS CLASSIFICATIONS

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

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

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

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

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

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills);

Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

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

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

LAB00942-001 04/01/2022

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 33.00	31.37
GROUP 2.....	\$ 34.00	31.37
GROUP 3.....	\$ 34.90	31.37
GROUP 3A.....	\$ 38.18	31.37
GROUP 3B.....	\$ 41.97	29.00
GROUP 4.....	\$ 22.57	31.37
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 36.20	31.37
GROUP 2.....	\$ 37.40	31.37
GROUP 3.....	\$ 38.39	31.37
GROUP 3A.....	\$ 42.00	31.37
GROUP 3B.....	\$ 46.17	29.00

LABORERS CLASSIFICATIONS

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

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

Faller, chain saw operator, filer; Timberman

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

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

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

GROUP 3: Miner; Retimberman

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

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

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

PAIN1959-001 07/01/2022

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 36.08	25.45
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 36.60	25.45

PAIN1959-002 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 32.64	25.95
Industrial Painter.....	\$ 32.74	25.95
Taper / Paper & Vinyl		

Hanger.....\$ 32.64 25.95

PAIN1959-003 12/01/2021

NORTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....\$ 41.16 28.16

PAIN1959-004 07/01/2019

Rates Fringes

FLOOR LAYER: Carpet.....\$ 28.75 14.44

PAIN1959-006 12/01/2021

SOUTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....\$ 41.37 27.25

PLUM0262-002 07/01/2022

East of the 141st Meridian

Rates Fringes

Plumber; Steamfitter.....\$ 41.32 27.62

PLUM0367-002 07/01/2021

South of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 41.00 27.95

PLUM0375-002 07/01/2021

North of the 63rd Parallel

Rates Fringes

Plumber; Steamfitter.....\$ 42.91 31.25

* PLUM0669-002 01/01/2023

Rates Fringes

SPRINKLER FITTER.....\$ 51.51 30.22

ROOF0189-006 04/01/2021

Rates Fringes

ROOFER.....\$ 44.62 17.63

SHEE0023-003 08/01/2022

South of the 63rd Parallel

Rates Fringes

SHEET METAL WORKER.....\$ 45.35 29.19

SHEE0023-004 07/01/2022

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.83	29.03

TEAM0959-003 04/01/2021

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.94	26.12
GROUP 1A.....	\$ 43.21	26.12
GROUP 2.....	\$ 40.68	26.12
GROUP 3.....	\$ 39.86	26.12
GROUP 4.....	\$ 39.28	26.12
GROUP 5.....	\$ 38.52	26.12

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

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

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

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

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

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds,

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

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: AK20230007 01/06/2023

Superseded General Decision Number: AK20220007

State: Alaska

Construction Type: Highway

Counties: Alaska Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

seeder Nozzleman; 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 Point or Water Jet Operator; Utiliwalk & Utilidor Laborer
 GROUP 2: Burning & Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); 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 (marine work); Foam Gun or Foam Machine Operator; Guniting 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; Plasterer, Bricklayer & Cement Finisher Tender; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulker; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, Chainsaw Operator, Filer; Timberman
 GROUP 3: Bit Grinder; Camera/Tool/Video Operator; Guardrail Machine Operator; High Rigger & Tree Topper; High Scaler; Multiplate; Plastic Welding; Slurry Seal Squeegee Man
 GROUP 3A: 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)
 GROUP 3B: Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones); Stake Hopper

LABORER (South of N 63
 Latitude and west of W138
 longitude)

Group 1.....	\$ 33.00	31.71
Group 2.....	\$ 34.00	31.71
Group 3.....	\$ 34.90	31.71
Group 3A.....	\$ 38.18	31.71
Group 3B.....	\$ 41.97	29

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Worker (shovelman, plant crew); Brush Cutter; Camp Maintenance Laborer; Carpenter Tender; 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; Form Stripper; General Laborer; Guardrail Laborer, Bridge Rail Installer; Hydro-

seeder Nozzleman; 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 Point or Water Jet Operator; Utiliwalk & Utilidor Laborer
 GROUP 2: Burning & Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); 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 (marine work); Foam Gun or Foam Machine Operator; Guniting 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; Plasterer, Bricklayer & Cement Finisher Tender; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulker; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, Chainsaw Operator, Filer; Timberman
 GROUP 3: Bit Grinder; Camera/Tool/Video Operator; Guardrail Machine Operator; High Rigger & Tree Topper; High Scaler; Multiplate; Plastic Welding; Slurry Seal Squeegee Man
 GROUP 3A: 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)
 GROUP 3B: Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones); Stake Hopper

LINE CONSTRUCTION

Line Installer.....	\$ 48.78	32.44
Powderman.....	\$ 59.29	34.30
Power Journeyman Line (including Equipment Operator).....	\$ 61.29	34.36
Tree Trimmer.....	\$ 38.05	28.15

PAINTER (Region 1: North of N 63 Latitude)

Brush and Roller.....	\$ 34.25	25.88
Sandblast and Spray.....	\$ 34.77	25.03

PAINTER (South of N 63 Latitude)

Brush, Roll and Spray.....	\$ 31.39	25.88
Sandblast and Structural		

Steel Painter.....\$ 32.74 25.88

PILEDRIVERMAN

Piledriver, Sheet Stabber...\$ 42.34 27.06

Piledriver-Welder.....\$ 47.90 27.06

PLUMBER/PIPEFITTER (South of

N 63 Latitude).....\$ 41.00 28.20

PLUMBER/PIPEFITTER

First Judicial District.....\$ 40.82 27.62

North of N 63 Latitude.....\$ 42.91 30.70

POWER EQUIPMENT OPERATOR

Group 1.....\$ 43.53 25.80

Group 1A.....\$ 45.29 25.80

Group 2.....\$ 42.76 25.80

Group 3.....\$ 42.04 25.80

Group 4.....\$ 35.83 25.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Group 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with Power Pack & similar conveyors; Bending Machine; Boat Coxswain; Bulldozer; Cableways, Highlines & Cablecars; 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, 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); 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

Group 1A: 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)

Group 2: 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; Sideboom (cradling rock drill, regardless of size); Skidder; Trenching Machines (under 16 inches); Water/Waste Water Treatment Operator

Group 3: ""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

Group 4: Crane Assistant Engineer/Rig Oiler; Drill Helper; Parts & Equipment Coordinator; Spotter; Steam Cleaner; Swamper (on trenching machines or shovel type equipment)

TRUCK DRIVER

Group 1.....	\$ 42.94	27.02
Group 1A.....	\$ 44.21	27.02
Group 2.....	\$ 41.68	27.02
Group 3.....	\$ 40.86	27.02
Group 4.....	\$ 40.28	27.02
Group 5.....	\$ 39.52	27.02

Group 1: Air/Sea Traffic Controllers; Ambulance/Fire Truck Driver (EMT certified); Boat Coxswain; Captains & Pilots (air & water); Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment); Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards; Helicopter Transporter; Liquid Vac Truck/Super Vac Truck; Material Coordinator or Purchasing Agent; Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated); Semi with Double Box Mixer; Tireman, Heavy Duty/Fueler; Water Wagon (250 Bbls and above)

Group 1A: 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)

Group 2: All Deltas, Commanders, Rollagons, & similar equipment; Batch Trucks (8 yards & up); Batch Trucks (up to & including 7 yards); Boom Truck/Knuckle Truck (over 5 tons); Cacasco Truck/Heat Stress Truck; Construction and Material Safety Technician; Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards; Gin Pole Truck, Winch Truck, Wrecker (truck mounted ""A"" frame manufactured rating over 5 tons); Mechanics; Oil Distributor Driver; Partsman; Ready-mix (up to & including 12 yards); Stringing Truck; Turn-O-Wagon or DW-10 (not self loading)

Group 3: Boom Truck/Knuckle Truck (up to & including 5 tons); Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards; Expeditor (electrical & pipefitting materials); Gin Pole Truck, Winch Truck, Wrecker (truck mounted ""A"" frame manufactured rating 5 tons & under); Greaser ? Shop; Semi or Truck & Trailer; Thermal Plastic Layout Technician; Traffic Control Technician; Trucks/Jeeps (push or pull)

Group 4: Air Cushion or similar type vehicle; All Terrain Vehicle; Buggymobile; Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons); Bus Operator (over 30 passengers); Cement Spreader, Dry; Combination Truck-Fuel & Grease; Compactor (when pulled by rubber tired equipment); Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards;

Dumpster; Expeditor (general); Fire Truck/Ambulance Driver; Flat Beds, Dual Rear Axle; Foam Distributor Truck Dual Axle; Front End Loader with Fork; Grease Truck; Hydro Seeder, Dual Axle; Hyster Operators (handling bulk aggregate); 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

Group 5: Buffer Truck; Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing; Attachments (up to & including 5 tons); Bus Operator (up to 30 passengers); Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Flat Beds, Single Rear Axle; Foam Distributor Truck Single Axle; Fuel Handler (station/bulk attendant); Gear/Supply Truck; Gravel Spreader Box Operator on Truck; Hydro Seeders, Single axle; Pickups (pilot cars & all light-duty vehicles); Rigger/Swamper; Tack Truck; Team Drivers (horses, mules, & similar equipment)

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISIO"



MINIMUM RATES OF PAY For Laborers and Mechanics

Effective September 1, 2022

Issue 45

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

**DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT**

Wage and Hour



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

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

September 1, 2022

TO ALL CONTRACTING AGENCIES:

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

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

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2022, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the 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 black ink that reads "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
Commissioner

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

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.

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

Sec. 36.05.010. Wage rates on public construction.

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

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

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

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

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

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

Sec. 36.05.060. Penalty for violation of this chapter.

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

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

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under 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

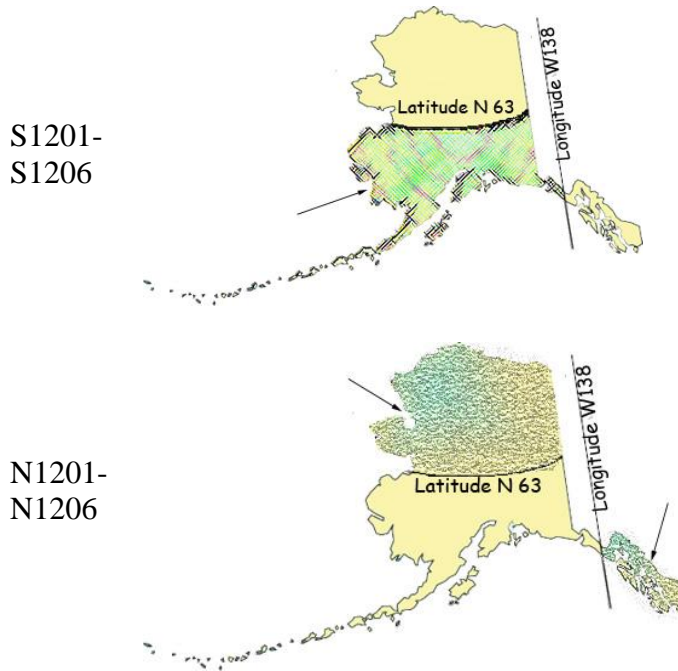
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 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)	46.97	8.57	18.08	1.90	VAC	SAF	80.11
						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)	43.34	10.35	15.82	1.75	L&M	SAF	71.66
						0.20	0.20	

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	43.34	10.35	16.36	1.75	L&M	SAF	72.20
						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

A0401	Group I, including:	40.13	8.70	11.80	1.43		L&M 0.10	62.16
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- 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:	40.13	8.70	11.80	1.43		L&M 0.10	62.16
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- Form Setter

A0403	Group III, including:	40.13	8.70	11.80	1.43		L&M 0.10	62.16
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- 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)

A0404	Group IV, including:	40.13	8.70	11.80	1.43		L&M 0.10	62.16
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- 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:	40.13	8.70	11.80	1.43		L&M 0.10	62.16
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile							
	Tunnel Worker							

A0405	Group V, including:	40.13	8.70	11.80	1.43		L&M 0.10	62.16
	Casting and finishing							
	EIFS Systems							
	Finishing of all interior and exterior plastering							
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)							
	Gypsum, Portland Cement							
	Kindred material and products							
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry							
	Overcoating and maintenance of interior/exterior plaster surfaces							
	Plasterer							
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")							
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster							

Culinary Workers

A0501	Baker/Cook	29.12	7.31	8.68			LEG	45.11
A0503	General Helper	25.82	7.31	8.68			LEG	41.81
	Housekeeper							
	Janitor							
	Kitchen Helper							
A0504	Head Cook	29.72	7.31	8.68			LEG	45.71
A0505	Head Housekeeper	26.20	7.31	8.68			LEG	42.19
	Head Kitchen Help							

Dredgemen
 *See per diem note on last page

A0601	Assistant Engineer	42.76	11.05	13.75	1.00		L&M 0.10	0.05	68.71
	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	L&M	Other Benefits	THR
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Dredgemen
*See per diem note on last page

A0601	Assistant Engineer	42.76	11.05	13.75	1.00	0.10	0.05	68.71
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
A0602	Assistant Mate (deckhand)	41.60	11.05	13.75	1.00	0.10	0.05	67.55
A0603	Fireman	42.04	11.05	13.75	1.00	0.10	0.05	67.99
A0605	Leverman Clamshell	45.29	11.05	13.75	1.00	0.10	0.05	71.24
A0606	Leverman Hydraulic	43.53	11.05	13.75	1.00	0.10	0.05	69.48
A0607	Mate & Boatman	42.76	11.05	13.75	1.00	0.10	0.05	68.71
A0608	Oiler (dredge)	42.04	11.05	13.75	1.00	0.10	0.05	67.99

Electricians
*See per diem note on last page

A0701	Inside Cable Splicer	42.77	14.23	13.92	0.95	0.20	0.15	72.22
A0702	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	42.44	14.23	14.16	0.95	0.20	0.15	72.13
A0703	Power Cable Splicer	63.04	14.23	19.08	0.95	0.25	0.15	97.70
A0704	Tele Com Cable Splicer	50.53	14.23	17.17	0.95	0.20	0.15	83.23
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	61.29	14.23	19.03	0.95	0.25	0.15	95.90
A0706	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	48.78	14.23	17.11	0.95	0.20	0.15	81.42

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
Electricians								
*See per diem note on last page								
A0707	Straight Line Installer - Repairman	48.78	14.23	17.11	0.95	L&M	LEG	81.42
A0708	Powderman	59.29	14.23	18.97	0.95	L&M	LEG	93.84
A0710	Material Handler	26.57	13.92	5.80	0.15	L&M	LEG	46.74
A0712	Tree Trimmer Groundman	29.12	14.23	13.35	0.15	L&M	LEG	57.15
A0713	Journeyman Tree Trimmer	38.05	14.23	13.62	0.15	L&M	LEG	66.35
A0714	Vegetation Control Sprayer	41.60	14.23	13.73	0.15	L&M	LEG	70.01
A0715	Inside Journeyman Communications CO/PBX	41.02	14.23	13.87	0.95	L&M	LEG	70.42
Elevator Workers								
*See per diem note on last page								
A0802	Elevator Constructor	44.21	16.02	20.21	0.65	L&M	VAC	86.59
A0803	Elevator Constructor Mechanic	63.16	16.02	20.21	0.65	L&M	VAC	107.65
Heat & Frost Insulators/Asbestos Workers								
*See per diem note on last page								
A0902	Asbestos Abatement-Mechanical Systems	40.32	9.24	11.12	1.20	IAF	LML	62.07
A0903	Asbestos Abatement/General Demolition All Systems	40.32	9.24	11.12	1.20	IAF	LML	62.07
A0904	Insulator, Group II	40.32	9.24	11.12	1.20	IAF	LML	62.07
A0905	Fire Stop	40.32	9.24	11.12	1.20	IAF	LML	62.07
Ironworkers								
*See per diem note on last page								
A1101	Ironworkers, including:	41.49	9.91	24.95	0.77	L&M	IAF	77.56

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

IronWorkers
 *See per diem note on last page

						L&M	IAF	
A1101	Ironworkers, including:	41.49	9.91	24.95	0.77	0.20	0.24	77.56
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							

						L&M	IAF	
A1102	Helicopter	42.49	9.91	24.95	0.77	0.20	0.24	78.56
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							

						L&M	IAF	
A1103	Fence/Barrier Installer	37.99	9.91	24.95	0.77	0.20	0.24	74.06

						L&M	IAF	
A1104	Guard Rail Layout Man	38.73	9.91	24.95	0.77	0.20	0.24	74.80

						L&M	IAF	
A1105	Guard Rail Installer	38.99	9.91	24.95	0.77	0.20	0.24	75.06

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

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

						L&M	LEG	
N1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

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

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

						L&M	LEG	
N1202 Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91	
Environmental Laborer (asbestos, marine work)								
Floor Preparation, Core Drilling								
Foam Gun or Foam Machine Operator								
Green Cutter (dam work)								
Gunite Operator								
Hod Carrier								
Jackhammer/Chipping Gun or Pavement Breaker								
Laser Instrument Operator								
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)								
Mason Tender & Mud Mixer (sewer work)								
Pilot Car								
Pipelayer Helper								
Plasterer, Bricklayer & Cement Finisher Tender								
Powderman Helper								
Power Saw Operator								
Railroad Switch Layout Laborer								
Sandblaster								
Scaffold Building & Erecting								
Sewer Caulker								
Sewer Plant Maintenance Man								
Thermal Plastic Applicator								
Timber Faller, Chainsaw Operator, Filer								
Timberman								
N1203 Group III, including:	34.90	8.95	21.16	1.40	0.20	0.20	66.81	
Bit Grinder								
Camera/Tool/Video Operator								
Guardrail Machine Operator								
High Rigger & Tree Topper								
High Scaler								
Multiplate								
Plastic Welding								
Slurry Seal Squeegee Man								
Traffic Control Supervisor								
Welding Certified (in connection with laborer's work)								
N1204 Group IIIA	38.18	8.95	21.16	1.40	0.20	0.20	70.09	
Asphalt Raker, Asphalt Belly Dump Lay Down								
Drill Doctor (in the field)								

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

N1204	Group IIIA	38.18	8.95	21.16	1.40	L&M	LEG	70.09
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- 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

N1205	Group IV	22.57	8.95	21.16	1.40	L&M	LEG	54.48
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- Final Building Cleanup
- Permanent Yard Worker

N1206	Group IIIB	41.97	6.24	21.16	1.40	L&M	LEG	71.17
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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

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

S1201	Group I, including:	33.00	8.95	21.16	1.40	L&M	LEG	64.91
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- 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:	33.00	8.95	21.16	1.40	0.20	0.20	64.91

- Form Stripper
- General Laborer
- Guardrail Laborer, Bridge Rail Installer
- Hydro-seeder Nozzleman
- Laborer, Building
- Landscaper or Planter
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
- Material Handler
- Pneumatic or Power Tools
- Portable or Chemical Toilet Serviceman
- Pump Man or Mixer Man
- Railroad Track Laborer
- Sandblast, Pot Tender
- Saw Tender
- Slurry Work
- Steam Cleaner Operator
- Steam Point or Water Jet Operator
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Tank Cleaning
- Utiliwalk & Utilidor Laborer
- Watchman (construction projects)
- Window Cleaner

						L&M	LEG	
S1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- 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

						L&M	LEG	
S1202	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91

- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
S1203	Group III, including:	34.90	8.95	21.16	1.40	0.20	0.20	66.81

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	38.18	8.95	21.16	1.40	0.20	0.20	70.09

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

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	38.18	8.95	21.16	1.40	L&M	LEG	70.09
	Traffic Control Supervisor, DOT Qualified					0.20	0.20	
S1205	Group IV	22.57	8.95	21.16	1.40	L&M	LEG	54.48
	Final Building Cleanup Permanent Yard Worker					0.20	0.20	
S1206	Group IIIB	41.97	6.24	21.16	1.40	L&M	LEG	71.17
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper					0.20	0.20	

Millwrights

*See per diem note on last page

A1251	Millwright (journeyman)	46.48	10.35	12.87	1.10	L&M		71.25
						0.40	0.05	
A1252	Millwright Welder	47.48	10.35	12.87	1.10	L&M		72.25
						0.40	0.05	

Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	36.08	9.27	15.10	1.08	L&M		61.60
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll					0.07		
N1302	Group II, including:	36.60	9.27	15.10	1.08	L&M		62.12
	Bridge Painter Epoxy Applicator General Drywall Finisher Hand/Spray Texturing Industrial Coatings Specialist					0.07		

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

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

N1302	Group II, including:	36.60	9.27	15.10	1.08		L&M 0.07	62.12
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							

N1304	Group IV, including:	40.74	9.27	18.21	1.05		0.05	69.32
	Glazier							
	Storefront/Automatic Door Mechanic							

N1305	Group V, including:	39.44	9.27	5.00	1.10		0.10	54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

N1306	Group VI, including:	50.44	10.23	5.00	1.10		0.10	66.87
	Traffic Control Striper							

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

S1301	Group I, including :	33.22	9.27	15.95	1.08		L&M 0.07	59.59
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							

S1302	Group II, including :	34.47	9.27	15.95	1.08		L&M 0.07	60.84
	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 :	34.57	9.27	15.95	1.08		L&M 0.07	60.94
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							

S1304	Group IV, including:	40.95	9.27	17.25	1.08		L&M 0.07	68.62
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	39.44	9.27	5.00	1.10		L&M 0.10	54.91
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

S1306	Group VI, including:	50.44	10.23	5.00	1.10		0.10	66.87
	Traffic Control Striper							

Piledrivers
 *See per diem note on last page

A1401	Piledriver	43.34	10.35	15.82	1.75		L&M 0.20	IAF 0.20	71.66
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

A1402	Piledriver-Welder/Toxic Worker	44.34	10.35	15.82	1.75		L&M 0.20	IAF 0.20	72.66
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A1403	Remotely Operated Vehicle Pilot/Technician	47.65	10.35	15.82	1.75		L&M 0.20	IAF 0.20	75.97
	Single Atmosphere Suit, Bell or Submersible Pilot								

A1404	Diver (working) **See note on last page	87.45	10.35	15.82	1.75		L&M 0.20	IAF 0.20	115.77
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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	47.65	10.35	15.82	1.75	L&M	IAF	75.97
A1406	Dive Tender **See note on last page	46.65	10.35	15.82	1.75	L&M	IAF	74.97
A1407	Welder (American Welding Society, Certified Welding Inspector)	48.90	10.35	15.82	1.75	L&M	IAF	77.22

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

N1501	Journeyman Pipefitter	45.41	11.75	17.45	1.50	L&M	S&L	76.76
	Plumber							
	Welder							

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

S1501	Journeyman Pipefitter	41.00	11.88	15.27	1.55	L&M		69.90
	Plumber							
	Welder							

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

X1501	Journeyman Pipefitter	41.32	13.37	11.75	2.50	L&M		69.18
	Plumber							
	Welder							

Power Equipment Operators
*See per diem note on last page

A1601	Group I, including:	43.53	11.05	13.75	1.00	L&M		69.48
	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:	43.53	11.05	13.75	1.00	0.10	0.05	69.48
Cleaning Machine							
Coating Machine							
Concrete Hydro Blaster							
Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
(a) Hydralifts or Transporters, (all track or truck type)							
(b) Derricks							
(c) Overhead							
Crushers							
Deck Winches, Double Drum							
Ditching or Trenching Machine (16 inch or over)							
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
Grade Checker and/or Line and Grade including Drone							
Helicopters							
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
Hydro Ax, Feller Buncher & similar							
Hydro Excavation (Vac-Truck and Similar)							
Loaders (2 1/2 yards through 5 yards, including all attachments):							
(a) Forklifts (with telescopic boom & swing attachment)							
(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
(c) Loaders, (with forks or pipe clamp)							
(d) Loaders, (elevating belt type, Euclid & similar types)							
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
Micro Tunneling Machine							
Mixers: Mobile type with hoist combination							
Motor Patrol Grader							
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield							
Off-Road Hauler (including Articulating and Haul Trucks)							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
Remote Controlled Equipment							
Scraper (through 40 yards)							

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:	43.53	11.05	13.75	1.00	0.10	0.05	69.48
	Service Oiler/Service Engineer							
	Shot Blast Machine							
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
	Sideboom (under 45 tons)							
	Sub Grader (Gurries & similar types)							
	Tack Tractor							
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
	Wate Kote Machine							

		L&M						
A1602	Group IA, including:	45.29	11.05	13.75	1.00	0.10	0.05	71.24
	Camera/Tool/Video Operator (Slipline)							
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)							
	Cranes (over 45 tons or 150 feet including jib & attachments)							
	(a) Clamshells & Draglines (over 3 yards)							
	(b) Tower Cranes							
	Licensed Water/Waste Water Treatment Operator							
	Loaders (over 5 yards)							
	Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)							
	Power Plants (1000 k.w. & over)							
	Profiler, Reclaimer, and Roto-Mill							
	Quad							
	Scrapers (over 40 yards)							
	Screed							
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)							
	Sidebooms (over 45 tons)							
	Slip Form Paver, C.M.I. & similar types							
	Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)							

		L&M						
A1603	Group II, including:	42.76	11.05	13.75	1.00	0.10	0.05	68.71
	Boiler - Fireman							
	Cement Hogs & Concrete Pump Operator							
	Conveyors (except those listed in Group I)							
	Hoists on Steel Erection, Towermobiles & Air Tuggers							
	Horizontal/Directional Drill Locator							
	Locomotives, Rod & Geared Engines							
	Mixers							
	Screening, Washing Plant							

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:	42.76	11.05	13.75	1.00	L&M		68.71
	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:	42.04	11.05	13.75	1.00	L&M		67.99
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-1/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							

A1605	Group IV, including:	35.83	11.05	13.75	1.00	L&M		61.78
	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:	35.83	11.05	13.75	1.00	0.10	0.05	61.78
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

Roofers
 *See per diem note on last page

		L&M						
A1701	Roofer & Waterproofer	44.62	13.75	3.91	0.81	0.10	0.06	63.25

		L&M						
A1702	Roofer Material Handler	31.23	13.75	3.91	0.81	0.10	0.06	49.86

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

		L&M						
N1801	Sheet Metal Journeyman	49.04	11.85	14.61	1.80	0.12		77.42
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

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

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	45.35	12.23	14.70	1.83	0.43	74.54
	Air Balancing and duct cleaning of HVAC systems						
	Brazing, soldering or welding of metals						
	Demolition of sheet metal HVAC systems						
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work						
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment						
	Fabrication and installation of louvers and hoods						
	Fabrication and installation of sheet metal lagging						
	Fabrication and installation of stainless steel commercial or industrial food service equipment						
	HVAC-R Service Mechanic, servicing and maintaining HVAC-R Systems						
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work						
	Metal lavatory partitions						
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work						
	Sheet Metal shelving						
	Sheet Metal venting, chimneys and breaching						
	Skylight installation						

Sprinkler Fitters

*See per diem note on last page

						L&M	
A1901	Sprinkler Fitter	51.51	10.55	18.15	0.52	0.25	80.98

Surveyors

*See per diem note on last page

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

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)	37.51	12.23	13.64	1.15	0.10	64.63
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Truck Drivers
*See per diem note on last page

A2101	Group I, including:	42.94	12.23	13.64	1.15	0.10	70.06
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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 rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Liquid Vac Truck/Super Vac Truck
- Material Coordinator or Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

A2102	Group 1A including:	44.21	12.23	13.64	1.15	0.10	71.33
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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)

A2103	Group II, including:	41.68	12.23	13.64	1.15	0.10	68.80
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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
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)

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:	41.68	12.23	13.64	1.15	L&M		0.10	68.80
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- Mechanics
- Oil Distributor Driver
- Partsman
- Ready-mix (up to & including 12 yards)
- Stringing Truck
- Turn-O-Wagon or DW-10 (not self loading)

A2104 Group III, including:	40.86	12.23	13.64	1.15	L&M		0.10	67.98
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- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Semi or Truck & Trailer
- Thermal Plastic Layout Technician
- Traffic Control Technician
- Trucks/Jeeps (push or pull)

A2105 Group IV, including:	40.28	12.23	13.64	1.15	L&M		0.10	67.40
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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
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)

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

Truck Drivers
 *See per diem note on last page

						L&M	
A2105	Group IV, including:	40.28	12.23	13.64	1.15	0.10	67.40
	Loadmaster (air & water operations)						
	Lumber Carrier						
	Ready-mix, (up to & including 7 yards)						
	Rigger (air/water/oilfield)						
	Tireman, Light Duty						
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						

						L&M	
A2106	Group V, including:	39.52	12.23	13.64	1.15	0.10	66.64
	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 Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

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

						L&M	LEG	
N2201	Group I, including:	36.30	8.95	21.16	1.40	0.20	0.20	68.21
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							

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:	36.30	8.95	21.16	1.40		L&M	LEG	68.21
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Tunnel Track Laborer

N2202	Group II, including:	37.40	8.95	21.16	1.40		L&M	LEG	69.31
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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:	38.39	8.95	21.16	1.40		L&M	LEG	70.30
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- Miner
- Retimberman

N2204	Group IIIA, including:	42.00	8.95	21.16	1.40		L&M	LEG	73.91
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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:	46.17	6.24	21.16	1.40		L&M	LEG	75.37
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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

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

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

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:	36.30	8.95	21.16	1.40	L&M	LEG	68.21
						0.20	0.20	

- Brakeman
- Mucker
- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

S2202	Group II, including:	37.40	8.95	21.16	1.40	L&M	LEG	69.31
						0.20	0.20	

- 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:	38.39	8.95	21.16	1.40	L&M	LEG	70.30
						0.20	0.20	

- Miner
- Retimberman

S2204	Group IIIA, including:	42.00	8.95	21.16	1.40	L&M	LEG	73.91
						0.20	0.20	

- 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:	46.17	6.24	21.16	1.40	L&M	LEG	75.37
						0.20	0.20	

- 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:	46.17	6.24	21.16	1.40		L&M	LEG	
	Stake Hopper						0.20	0.20	75.37

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

A2207	Group I	47.88	11.05	13.75	1.00		L&M		
							0.10	0.05	73.83
A2208	Group IA	49.82	11.05	13.75	1.00		L&M		
							0.10	0.05	75.77
A2209	Group II	47.04	11.05	13.75	1.00		L&M		
							0.10	0.05	72.99
A2210	Group III	46.24	11.05	13.75	1.00		L&M		
							0.10	0.05	72.19
A2211	Group IV	39.41	11.05	13.75	1.00		L&M		
							0.10	0.05	65.36

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

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

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Shipyard Rates Addendum

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

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

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

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

