SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	140FGA26R0021	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/04/2026	1		247

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0044039414	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
FWS GAOA FWS, GAOA 5275 Leesburg Pike Falls Church VA 22041	FGA	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Channel Pedersen	210-401-4735

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

1. Project Manual/Specifications 93 Pages
2. Drawing 17 Pages
3. Wage Rate Determinations 07 Pages
4. Bid Form 01 Page

11. The contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 0800 ***(hour)*** local time 07/06/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☐ is, ☒ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Channel Pedersen

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 01/25/2027 Delivery Location Code: 0011279721 FWS SENEY NATIONAL WILDLIFE REFUGE 1674 REFUGE ENTRANCE ROAD SENEY MI 49883-9509 US Period of Performance: 07/29/2026 to 01/25/2027				
00010	Delta Creek Pool Low Hazard Dam				
00020	Driggs River Culverts				

Section	Title
Part I—The Schedule	
A	Solicitation/contract form
B	Supplies or services and prices
C	Description/specifications
D	Packaging and marking
E	Inspection and acceptance
F	Deliveries or performance
G	Contract administration data
H	Special contract requirements
Part II—Contract Clauses	
I	Contract clauses
Part III—List of Documents, Exhibits, and Other Attachments	
J	List of documents, exhitibs, and other attachments
Part IV—Representations and Instructions	
K	Representations, certifications, and other statements of bidders
L	Instructions, conditions, and notices to bidders
M	Evaluation factors for award

SECTION B – SUPPLIES OR SERVICES AND PRICES

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

UEI Number: _____ CAGE Code: _____

Name and Title of Firm's Point of Contact: _____

Phone Number: _____ Email Address: _____

This requirement is for one (1) Firm Fixed Price Construction contract for Delta Creek Dam Decommissioning in Seney, MI.

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
0001	Mobilization and Demobilization	1	LS	$	$
0002	Site Work and Dewatering	1	LS	$	$
0003	Removal of Existing Water Control Features	1	LS	$	$
0004	Removal of Section of Earthen Dam	1	LS	$	$
0005 Option	Road Crossing Dam Breach	1	LS	$	$
0006 Option	Replacement of Culverts Downstream Driggs River Road	1	LS	$	$
0007	Testing Agency	1	LS		
	TOTAL - Base				$
	TOTAL - Options				$
	GRAND TOTAL – Base plus Options				**$**

* Estimated Quantity
LS = Lump Sum
(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS

The Contractor shall furnish all labor, materials, equipment, and supervision required for the location described in the statement of work or as shown in the contract drawings and specifications. See Attachment(s).

See Attachment(s)"

Attachment 1. Project Manual for Delta Creek Dam Decommissioning Pages 93

Attachment 2. Drawing Pages 17

All attachments are found at: https://fws-fileshare.box.com/s/apo92h83lw86wz8yoxvt6ndm0l5tpmxi

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1.0 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, forms, reports, etc., to the CO or the COR shall be paid by the contractor.

D.2.0 MARKINGS

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

The following clauses are incorporated by reference:

52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection—Dismantling, Demolition, or Removal of Improvements	AUG 1996

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

The following clauses are incorporated by reference:

52.211-13	Time Extensions	SEP 2000
52.242-14	Suspension of Work	APR 1984

52.236-15 Schedules for Construction Contracts (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(g), insert the following clause:

(a) (1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).

(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c) (1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)
(February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. Invoice billed according to contract line items and rates.
2. Certified payrolls and Statement of Compliance in accordance with clause 52.222-8.
3. If the partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.
4. If final payment is billed, the last invoice shall state “FINAL”.
5. Contractor’s Release of Claims shall be submitted with the final invoice.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Unless otherwise specified in Section C, Specifications, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order

which will document the date the work suspension ends. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, are discovered to be present in or adjacent to the project area.

H.3.0 DRAWINGS

H.3.1 Reduced Size Drawings. Drawings appearing in this package may be photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. The Contractor may request full-size drawings from the COR.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.4.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

H.4.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.4.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

H.4.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

H.5.0 SUBSTITUTION – PROCESSION OF WORK

Any proposed key personnel, minimum qualifications for incoming or replacement key personnel, subcontractors, processes, procedures or materials included in the quotation are hereby incorporated into the contract. Performance shall be limited to the personnel, qualifications, firms, procedures, and materials that were specifically identified in the RFQ response. The Contractor shall obtain the Contracting Officer’s written consent before making any substitutions or changes. All substitutions or replacements shall comply with the terms and conditions of the contract.

H.6.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water

Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

H.7.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.

Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

H.8.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at *www.epa.gov/cpg/products.htm*.
- USDA Biobased product listings published at *www.biopreferred.gov*.
- Energy Star® product listings published at *www.energystar.gov/products*.
- FEMP Low Standby Power product listings published at *http://energy.gov/eere/femp/covered-product-categories*

Contractor shall comply with all reporting requirements of the following clauses/provisions when applicable (See Clause section for latest deviations, updates, and/or versions):

- 52.223-1 Biobased Product Certification
- 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

H.9.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

H.10.0 DAVIS-BACON WAGE RATES APPLICABLE TO TRUCK DRIVERS

29 CFR 5.2(j) limits coverage of construction contractor or subcontractor employees performing as truck drivers under the Davis-Bacon Act (FAR 52.222-6) to only their time spent directly upon the "site of the work" or when hauling between the site of the work and a facility which is dedicated to and located in the proximity of the actual construction location. Other transportation of materials or supplies to or from the site of work by employees of the construction contractor or subcontractor is not “construction” at the site of work and accordingly is not subject to the Davis-Bacon Act.

H.11.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

(End of Section H)

SECTION I – CONTRACT CLAUSES

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul (FAR clauses begin with 52)

(End of Clause)

The following clauses are incorporated by reference:

Clause	Title	Date
52.202-1	Defiitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Coventant Against Contingent Feed	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020

52.203-8	Cancellation, Recision, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.215-2	Audit and Records-Negotiation	JUN 2020
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost and Payment—**Alternate I**	APR 2026
52.222-3	Convict Labor	JUN 2003
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees (DEVIATION FEB 2025)	JUL 2005
52.222-10	Complicane with Copeland Act Requirements	FEB 1988
52.222-12	Contract Determination--Debarement	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Elgibility	MAY 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verfication	JAN 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention & Right-To-Know Information	MAY 2024
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	APR 2026
52.225-9	Buy American—Construction Materials	APR 2026
52.225-11	Buy American-Construction Materials under Trade Agreements	APR 2026
52.225-12	Notice of Buy American Requirement-Construction Materials under Trade Agreements	MAY 2014
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity—Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.228-11	Individual Surety—Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Request for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 2014
52.232-16	Progress Payments	APR 2026
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	APR 2026
52.233-3	Protest After Award	APR 2026
52.233-4	Applicable Law for Breach of Contract Claim	APR 2026
52.237-4	Payment by Government to Contractor	APR 1984
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	JUN 2020
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price)—**Alternate I**	APR 2012
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-10	Default (Fixed-Price Construction)–Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

The following clauses are provided in full text:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (DEVIATION MAR 2026)

As prescribed in 4.208(e) insert the clause:

(a) *Definitions*. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) *Requirement*. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) *Reporting*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) *Exceptions.*

(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

52.204-13 System for Award Management—Maintenance (OCT 2018) (DEVIATION MAR 2026)

As prescribed in 4.208(b)(2), use the clause:

(a) *Definitions*. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in

the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

Alternate I (OCT 2018). As prescribed in 4.208(b)(2), replace paragraph (b) of the basic clause with the following paragraph (b):

(b) *Active registration*.

(1) If the Contractor was unable to register for Federal Government contracts in the System for Award Management (SAM) at *https://www.sam.gov* before award, the Contractor shall register in SAM within 30 days after contract award or at least three days before submitting the first invoice, whichever occurs first.

(2) The Contractor shall maintain an active Federal Government contracts registration in SAM during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(3) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(End of Clause)

52.204-14 Service Contract Reporting Requirements (OCT 2016) (DEVIATION MAR 2026)

As prescribed in 4.208(f)(2), insert the clause:

(a) *Definition.* As used in this clause—

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) *Report elements*. The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition,

the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts.*

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (OCT 2016) (DEVIATION MAR 2026)

As prescribed in 4.208(f)(3), insert the clause:

(a) *Definition*. As used in this clause—
First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.
(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.303(b).
(c) *Report elements*. The Contractor shall report the following information:

(1) Contract number and order number.
(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.
(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
(4) Data reported by subcontractors under paragraph (f) of this clause.
(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.
(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.
(f) *First-tier subcontracts*.
(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:
(i) Subcontract number (including subcontractor name and unique entity identifier); and
(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.
(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-91 Contractor Identification (DEVIATION MAR 2026)

As prescribed in 4.208(c)(2), insert the clause:

Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	**Then…**
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025) (DEVIATION MAY 2026)

As prescribed in 9.409 , insert the clause:

(a) *Definition*. As used in this clause—

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015) (DEVIATION MAY 2026)

As prescribed in 9.108-6(b), insert the clause:

(a) *Definitions*. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted

domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.219-3 Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (DEVIATION JAN 2026)

As prescribed in 19.105-4(a), insert the clause:

(a) *Definition*. *HUBZone small business concern*, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.4 and 16.5

(c) *General*.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint venture.* A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2020) (DEVIATION JAN 2026)

As prescribed in 19.104-3(a), insert the clause:

(a) *Definition*. *Small business concern*, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

Alternate I (MAR 2020) . As prescribed in 19.104-3(a), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) *General.*(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

52.219-8 Utilization of Small Business Concerns (JAN 2025) (DEVIATION JAN 2026)

As prescribed in 19.109(e), insert the clause

(a) *Definitions*. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

52.219-16 Liquidated Damages-Subcontracting Plan (SEP 2021) (DEVIATION JAN 2026)

As prescribed in 19.109(e)(2)(ii) and 19.302-1(b)(2), insert the clause:

(a) The Government will measure performance by applying the percentage goals to the total actual subcontracting dollars, or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (b) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in a stated amount. The amount of probable damages attributable to the Contractor's failure to comply shall equal the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(b) Before the Contracting Officer makes a final decision that the Contractor has failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate the good faith efforts it made and to discuss the matter. The Contracting Officer may take failure to respond to the notice as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer will issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (a) of this clause.

(c) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(d) The Contractor has the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(e) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-27 Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (DEVIATION JAN 2026)

As prescribed in 19.106-4(a), insert the clause:

(a) *Definition*.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see FAR 19.106).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program; and

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from concerns designated in SAM as SDVOSB concerns certified by SBA. Offers received from concerns that are not SDVOSB concerns certified by SBA will not be considered.

(2) Any award resulting from this solicitation will be made only to a concern designated in SAM as an SDVOSB certified by SBA.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation (JAN 2025) (DEVIATION JAN 2026)

As prescribed in 19.101(a)(2)(iii)(A), insert the clause:

(a) *Definitions*. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in

writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*_____]

(End of clause)

Alternate I (DEVIATION JAN 2026). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
_____	_____
_____	_____
_____	_____

[*Contracting Officer to insert NAICS codes.*]

52.219-29 Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (DEVIATION JAN 2026)

As prescribed in 19.107-4(a), insert the clause:

(a) *Definition—*

Economically disadvantaged women-owned small business (EDWOSB) concern as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and is certified pursuant to 13 CFR 127.300 as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General.*

(1) Offers are solicited only from certified EDWOSB concerns. Offers received from concerns that are not certified EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a certified EDWOSB concern.

(d) *Joint venture.* A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(1) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-30 Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (DEVIATION JAN 2026)

As prescribed in 19.107-4(b), insert the clause:

(a) *Definition.*

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300 as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General.*

(1) Offers are solicited only from certified WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not certified WOSB concerns eligible under the WOSB Program shall not be considered

(2) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint venture.* A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(1) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-33 Nonmanufacturer Rule (SEP 2021) (DEVIATION JAN 2026)

As prescribed in 19.104-3(e)(1), insert the clause:

(a) *Definitions*. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item.

Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) *Applicability.*

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(iii) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business under multiple-award contracts, as described in 8.4 and 16.5;

(iv) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts as described in 8.4 and 16.5; and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) *Requirements.*

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation (MAY 2018) (DEVIATION MAY 2026)

As prescribed in 22.301-2, insert the clause:

(a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.301-1) must require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors must maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and must make them available to the Government until 3 years after contract completion. The records must contain the name and address of each employee, social

security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors must allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also must allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor must insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor must be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 Construction Wage Rate Requirements (AUG 2018) (DEVIATION MAY 2026)

As prescribed in 22.402-4(a)(1), insert the clause:

(a) *Definition.*—"Site of the work"—

(1) Means—

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work must be effective from the first day on which work under the contract was performed at that site and must be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work must be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; 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 period.

(3) Such laborers and mechanics must be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) must be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contractor must complete and submit to the Contracting Officer the Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, if any class of laborers or mechanics that is not listed in the wage determination applicable to the contract is to be employed under the contract. Upon receipt of a complete SF 1444, the Contracting Officer will submit a report to the Administrator, Wage and Hour Division, for approving, modifying, disapproving, or rendering a final determination, of the additional classification and wage rate including any amount designated for fringe benefits.

(2) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraph (c) of this clause must 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.

(d) 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 must either pay the benefit as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) 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 Construction Wage Rate Requirements statute 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.

(End of clause)

52.222-11 Subcontracts (Labor Standards) (MAY 2014) (DEVIATION MAY 2026)

As prescribed in 22.402-4(a)(6), insert the clause:

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor must insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor must be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)

(1) Within 14 days after award of the contract, the Contractor must deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor must deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor must insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (JAN 2025) (DEVIATION MAY 2026)

As prescribed in 22.1502-2(a)(2), insert the clause

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $105,767 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct

investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (DEVIATION MAY 2026)

As prescribed in 22.601-5, insert the clause in solicitations and contracts:

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed the threshold specified in Federal Acquisition Regulation 22.601-1 on the date of award of this contract, and is subject to 41 U.S.C. chapter 65, the following terms and conditions apply:

(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract must be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 6508).

(End of clause)

52.222-35 Equal Opportunity for Veterans (JUN 2020) (DEVIATION MAY 2026)

As prescribed in 22.1302-2(a)(1), insert the clause

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Alternate I (JUL 2014). As prescribed in 22.1302-2(a)(2), add the following as a preamble to the clause:
Notice: The following term(s) of this clause are waived for this contract: _____ *[List term(s)]*.
(End)

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020) (DEVIATION MAY 2026)

As prescribed in 22.1401-2(a)(1), insert the clause

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

Alternate I (JULY 2014). As prescribed in 22.1401-2(a)(2), add the following as a preamble to the clause:
Notice: The following term(s) of this clause are waived for this contract: _____ *[List term(s)]*.

(End)

52.222-37 Employment Reports on Veterans (JUN 2020) (DEVIATION MAY 2026)

As prescribed in 22.1302-2(b), insert the clause

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-50 Combating Trafficking in Persons (OCT 2025) (DEVIATION MAY 2026)

As prescribed in 22.1703-2(a)(1), insert the clause:

(a) *Definitions*. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

Alternate I (DEVIATION MAY 2026). As prescribed in 22.1703-2(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
_____	_____	_____
_____	_____	_____

[*Contracting Officer must insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(End)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION MAY 2026)

As prescribed in 23.108(c)(2), insert the clause

(a) *Definitions.* As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223-3 Hazardous Material Identification and Safety Data (FEB 2021) (DEVIATION MAY 2026)

As prescribed in 23.304(a)(1), insert the clause

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

Alternate I (DEVIATION MAY 2026). As prescribed in 23.304(a)(2), add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

(End)

52.223-11 Ozone-Depleting Substances (MAY 2024) (DEVIATION MAY 2026)

As prescribed in 23.108(d)(1), insert the clause:

(a) *Definition*. As used in this clause–

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

52.223-23 Sustainable Products (MAY 2024) (DEVIATION MAY 2026)

As prescribed in 23.108(a), insert the clause:

(a) *Definitions.* As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

End of clause

52.229-2 North Carolina State and Local Sales and Use Tax (APR 1984) (DEVIATION OCT 2025)

As prescribed in 29.401-2, insert the clause:

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) of this clause, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. The Contractor must show any local sales or use taxes included in the Contractor's statements separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the Contractor shall submit certified statements to be furnished pursuant to paragraph (c) of this clause within 60 days after completion. If this contract is not completed before the next October 1, the Contractor shall submit certified statements on or before November 30 of each year that include taxes paid during the 12-month period that ended the preceding September 30.

(e) The Contractor shall use the following format for the certified statements to be furnished pursuant to paragraph (c) of this clause:

I hereby certify that during the period _____ to _____ [*insert dates*], ____ [*insert name of Contractor or subcontractor*] paid North Carolina State and local sales and use taxes aggregating $_____ (State) and $_____ (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by _____ [*insert name of Contractor or subcontractor*] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor,

the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

Alternate I (APR 1984). If the requirement is for vessel repair to be performed in North Carolina, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) "Materials," as used in this clause, means materials, supplies, fixtures, and equipment that become a part of or are annexed to any vessel altered or repaired under this contract.

(End of clause)

52.229-3 Federal, State, and Local Taxes (FEB 2013) (DEVIATION 2025)

As prescribed in 29.401-3 , insert the clause:

(a) As used in this clause-

After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

After-relieved Federal tax means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)

(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The Government will increase the contract price by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The Government will decrease the contract price by the amount of any after-relieved Federal tax.

(e) The Government will decrease the contract price by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Government will not adjust the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government will, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.236-2 Differing Site Conditions (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) (1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice.

(2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.

(d) No request for an equitable adjustment to the contract for differing site conditions will be allowed if made after final payment under this contract.

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—

(1) Conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) The availability of labor, water, electric power, and roads;

(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) The conformation and conditions of the ground; and

(5) The character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the

drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(c) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 Material and Workmanship (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(b), insert the clause:

(a) (1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(3) The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.

(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.

(i) When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.

(ii) When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.

(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 Superintendence by the Contractor (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 Permits and Responsibilities (NOV 1991) (DEVIATION JAN 2026)

As prescribed in 36.101-7(c), insert the clause:

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 Other Contracts (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—

(1) Other contractors; and

(2) Government employees.

(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor's scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.

(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 Operations and Storage Areas (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b)

(1) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities—

(i) May be erected by the Contractor only with the approval of the Contracting Officer; and

(ii) Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.

(2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

(3) The temporary buildings and utilities may be abandoned and need not be removed, with written consent of the Contracting Officer.

(c) The Contractor shall, as prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation.

(End of clause)

52.236-11 Use and Possession Prior to Completion (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(d), insert the clause:

(a) The Government has the right to take possession of or use any completed or partially completed part of the work.

(1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.

(2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.

(3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) (1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government’s possession or use, notwithstanding the terms of the clause in this contract entitled “Permits and Responsibilities”.

(2) If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 Cleaning Up (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(a), insert the clause:

(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.

(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

52.236-13 Accident Prevention (NOV 1991) (DEVIATION JAN 2026)

As prescribed in 36.101-7(e), insert the clause:

(a) The Contractor shall provide and maintain work environments and procedures that—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) (1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

(3) After receiving the notice, the Contractor shall immediately take corrective action.

(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

(5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.

(End of clause)

Alternate I (Nov 1991). If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End)

52.236-14 Availability and Use of Utility Services (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(f), insert the clause:

(a) The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract.

(b) Unless otherwise provided in the contract, the Contractor shall pay for all utility costs.

(c) The Contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections, distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

(d) Before final acceptance by the Government, the Contractor shall remove the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 Schedules for Construction Contracts (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(g), insert the clause:

(a) (1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).

(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c) (1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-16 Quantity Surveys (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(h), insert the clause:

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(1) The Government will conduct the original and final surveys and make the computations based on them.

(2)

(i) The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys.

(ii) All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(b) Upon completing a survey, the Contractor shall promptly provide the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, which may be used by the Contracting Officer to determine the amount of progress payments.

(c) The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

Alternate I (APR 1984). If it is determined at a level above that of the Contracting Officer that it is impracticable for Government personnel to perform the original and final surveys, and the Government wishes the Contractor to perform these surveys, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(End)

52.236-17 Layout of Work (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(i), insert the clause:

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 Specifications and Drawings for Construction (APR 1984) (DEVIATION JAN 2026)

As prescribed in 36.101-7(k), insert the clause:

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.

(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d)

(1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.

(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g) (1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.

(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.

(1) Any work done before such approval shall be at the Contractor's risk.

(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i)

(1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

Alternate I (APR 1984). When record shop drawings are required and reproducible shop drawings are needed, add the following sentences to paragraph (j) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

Alternate II (APR 1984). When record shop drawings are required and reproducible shop drawings are not needed, the following sentences shall be added to paragraph (j) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish _____ *[Contracting Officer complete by inserting desired amount]* sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

(End)

52.240-91 Security Prohibitions and Exclusions (DEVIATION MAR 2026)

As prescribed in 40.205(b), insert the clause:

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or

product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

Alternate I (MAR 2026). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes □ No □ DHS FASCSA Order

Yes □ No □ DoD FASCSA Order

Yes □ No □ DNI FASCSA Order

(End)

52.240-93 Basic Safeguarding of Covered Contractor Information Systems (DEVIATION MAR 2026)

As prescribed in 40.303-2, insert the clause:

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.243-4 Changes (JUN 2007) (DEVIATION OCT 2025)

As prescribed in 43.305(d), insert the clause. Agency procedures may vary the 30-day period.

(a) (1) At any time, the Contracting Officer may issue a written order, identified as a change order, to make changes in the work within the scope of the contract, including changes—

(i) In the specifications (including drawings and designs);

(ii) In the method or manner of performance of the work;

(iii) In the Government-furnished property or services; or

(iv) Directing acceleration in the performance of the work.

(2) If there are any sureties, the Contracting Officer does not need to notify them of a written order.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating—

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) (1) The Contractor must assert its right to an adjustment under this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal within 30 days, unless this period is extended by the Government, after—

(i) Receipt of a written change order under paragraph (a) of this clause; or

(ii) The furnishing of a written notice under paragraph (b) of this clause.

(2) The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services (OCT 2025) (DEVIATION MAY 2026)

As prescribed in 44.403, insert the clause:

(a) *Definitions.* As used in this clause—

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements*.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (DEVIATION MAY 2026)

As prescribed in 47.507(a), insert the clause:

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 55305) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)

(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both

(i) the Contracting Officer and

(ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies

(i) within 20 working days of the date of loading for shipments originating in the United States, or

(ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

(End of clause)

Alternate I (APR 2003). As prescribed in 47.507 (a)(2), substitute the following paragraphs (a) and (b) for paragraphs (a) and (b) of the basic clause:

(a) Except as provided in paragraphs (b) and (e) of this clause, the Contractor shall use privately owned U.S.-flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this contract.

(b) If such vessels are not available for timely shipment at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels, the Contractor shall notify the Contracting Officer and request (1) authorization to ship in foreign-flag vessels or (2) designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the supplies in privately owned U.S.-flag commercial vessels and in foreign-flag vessels.

Alternate II (NOV 2021) . As prescribed in 47.507 (a)(3), substitute the following paragraph (e) for paragraph (e) of the basic clause:

(e) The requirement in paragraph (a) does not apply to-

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); and

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels.

(4) Subcontracts or purchase orders under this contract for the acquisition of commercial products or commercial services unless the supplies being transported are-

(i) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(ii) Shipments in direct support of U.S. military-

(A) Contingency operations;

(B) Exercises; or

(C) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. (*Note*: This contract requires shipment of commercial products in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.)

(End)

52.247-69 REPORTING REQUIREMENT FOR U.S.-FLAG AIR CARRIERS REGARDING TRAINING TO PREVENT HUMAN TRAFFICKING (JAN 2025)

As prescribed in 47.405(b), insert the clause:

a) *Definitions.* As used in this clause—

Human trafficking means “Severe forms of trafficking in persons” or “Sex trafficking.”
Severe forms of trafficking in persons means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Annual reporting requirement.*
(1) In accordance with 49 U.S.C. 40118(g), the Contractor shall provide the annual report described in paragraph (b)(2) of this clause by October 30th, via email, to the following agencies:

(i) General Services Administration: TraffickingPreventionReport@gsa.gov;
(ii) U.S. Department of Transportation: trafficking@dot.gov;
(iii) Department of Labor: AirCarrier-HTreports@dol.gov;
(iv) Transportation Security Administration: ics-cchtfams@tsa.dhs.gov;
(v) U.S. Customs and Border Protection: CLP@cbp.dhs.gov; and
(vi) DHS Center for Countering Human Trafficking: Info@CCHT.dhs.gov.

(2) The annual report shall include information from the preceding Government fiscal year (October 1 through September 30) regarding—

(i) The number of personnel trained in the detection and reporting of potential human trafficking, including the training required under 49 U.S.C. 44734(a)(4);

(ii) The number of notifications of potential human trafficking victims received from staff or other passengers; and

(iii)

(A)Whether the Contractor notified the Global Human Trafficking Hotline, another comparable hotline, or law enforcement at the relevant airport of the potential human trafficking victim for each such notification of potential human trafficking; and

(B) If the Contractor made a notification, the date the notification was made and the method of notification (*e.g.*, text to Hotline, call to law enforcement).

(c) *Training*. In accordance with 49 U.S.C. 44734 and 44738, personnel trained in the detection and reporting of potential human trafficking should include the following:

(1) Flight attendants;

(2) Ticket counter agents;

(3) Gate agents; and

(4) Other air carrier workers whose jobs require regular interaction with passengers.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DIAR] (48 CFR 1401) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 Computer Generated Forms (JAN 1991) (DEVIATION MAY 2026)

As prescribed in FAR53.111 , insert the clause:

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.203-70 Restrictions on Endorsements. Restriction on Endorsements - Department of the interior (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved

or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.204-70 RELEASE OF CLAIMS (JUL 1996) (DEVIATION MAR 2026)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

1452.215-70 Examination of Records by the Department of the Interior. Examination of Records by the Department of the Interior (APR 1984)

For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

1452.233-2 Service of Protest Department of the Interior (Deviation)

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

1452.236-70 PROHIBITION AGAINST USE OF LEAD-BASED PAINT—DEPARTMENT OF THE INTERIOR (JUL 1996)

Paint containing more than .06 percent by weight of lead in paint, or the equivalent measure of lead in the dried film of paint already applied, shall not be used in the construction or rehabilitation of residential structures under this contract or any resulting subcontracts.

(End of clause)

(End of Section I)

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment Number	Document Name	Number of Pages
1	Project Manual for Delta Creek Dam Decommissioning	93
2	Drawings	17
3	Wage Rate Determinations	07

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

The following provisions are incorporated by reference:

Provision	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.215-1	Instructions to Offerors-Competitive Acquisition	APR 2026

The following provisions are provided in full text:

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation (NOV 2015) (DEVIATION MAY 2026)

As prescribed in 9.108-6(a), insert the provision:

(a) *Definitions*. As used in this clause—

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016) (DEVIATION MAY 2026)

As prescribed in 9.104-7(d), insert the provision:

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification (NOV 2021) (DEVIATION MAY 2026)

As prescribed in 9.109-5 , insert the provision:

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (DEVIATION JAN 2026)

As prescribed in 19.110(b), insert the provision:

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

□ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION MAY 2026)

As prescribed in 23.108(c)(1), insert the provision:

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (DEVIATION MAR 2026).

As prescribed in 40.205(a), insert the provision:

(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1.0 GENERAL. This Request for Proposal (RFQ) is set aside for small business concerns. An award notice will be posted on the Government Point of Entry website located at sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

L.1.1 CHECKLIST. In order for a proposal to be considered responsive, the offeror shall submit the information listed in the checklist below. Failure to submit all of the required information prior to the closing of the solicitation (Block 8 of the SF 1442) will result in the proposal not being considered for award.

Proposal Submission Checklist: Respondents Initials of Items Included in Submission

1. Filled-Out SF 1442 (Blocks 14 thru 20C). 1._____
2. Signed Amendment(s)- SF30s (if Applicable) 2. _____
3. Pricing for Items on the Price Schedule 3._____
4. Contractor Evaluation Documentation per Section L.2.1.4._____
5. Representation and Certifications per FAR Provision ._____
    i. *Provision does not need to be filled out if information is already entered into the System for Award Management (SAM.gov). If information is already entered into SAM, please state so.*

L.1.2 Electronic Response. The proposal MUST be electronically submitted via e-mail to Channel_Pedersen@ios.doi.gov **June 30, 2026/ 0800 EST**

L.1.3 Requests for Information. Questions regarding this solicitation must be submitted in writing to Channel Pedersen via e-mail to Channel_Pedersen@ios.doi.gov by **June 17 2026/0800 EST.**

L.2.0 PROPOSAL INSTRUCTIONS.

L.2.1 FORMAT AND CONTENT

L.2.1.1 Submit the completed Standard Form 1442 and all acknowledged amendments, if any.

L.2.1.2 Evaluation Factor, Price. The Respondent shall remit a completed price schedule (Section B). The Respondent shall enter unit prices and extended totals for each item listed in Section B. The price shall include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit, unless the cost is identified as a separately priced contract line item.

L.2.1.3 The Respondent shall complete and submit all applicable Representations, Certifications and Other Statements of Offerors. In accordance with FAR 4.1201, representations and certifications shall be submitted to the System for Award Management (www.sam.gov) and updated at least annually to ensure they are kept current, accurate, and complete.

L.2.1.4 Executed Bid Guarantee in accordance with clause 52.228-1, if required.

The following provision is incorporated by reference:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.214-4	False Statements in Bids	APR 1984
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors – Competitive Acquisitions	APR 2026
52.215-1	Instructions to Offerors – Competitive Acquisition – Alternate	APR 2026
52.215-8	Order of Precedence-uniform Contract Format	APR 2026
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.222-33	Notice of Requirement for Project Labor Agreement	JAN 2024
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	OCT 2025
52.223-4	Recovered Material Certification	May 2008
52.225-10	Notice of Buy America Requirement – Construction Materials	MAY 2014
52.225-12	Notice of Buy America Requirement – Construction Materials Under Trade Agreements	MAY 2014

The following provisions are provided in full text:

52.204-7 System for Award Management—Registration (NOV 2024) (DEVIATION MAR 2026)

As prescribed in 4.208(b)(1), insert the provision:

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date

52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

Alternate I . As prescribed in 4.208(b)(1), replace the first sentence of the introductory paragraph of the basic provision with the following sentences:

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) as soon as possible. If registration is not possible when submitting an offer or quotation, the awardee shall be registered in SAM according to the requirements of the Alternate I of clause at FAR 52.204-13, System for Award Management-Maintenance.

52.209-5 Certification Regarding Responsibility Matters (AUG 2020) (DEVIATION MAY 2026)

As prescribed in 9.104-7(a), insert the provision:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-5 – CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

52.225-10 – NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American

statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

52.236-27 – SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
DATE: June 11, 2026

Time: 10:00 am Local time zone

Location: Seney National Wildlife Refuge 1986 River Rd. Germfask, MI 49836

POC: Site Visit Contact: Sara Siekierski Sara_Siekierski@fws.gov Please RSVP no later than 48 hours advance notice.

Contractors must RSVP to the Sara Siekierski, Refuge Manager no later than 48 hours prior to the site visit if planning to attend. There will be no additional visits outside of the schedule visit.

52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation: https://www.acquisition.gov/far/

Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): http://www.ecfr.gov/cgi-bin/textidx?SID=46fff09635987db3af784ea3c7efc2e0&mc=true&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1400

(End of provision)

1452.215-71 Use and Disclosure of Proposal Information - Department of the Interior. Use and Disclosure of Proposal Information - Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) “Trade Secret” means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) “Confidential commercial or financial information” means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers “commercial and financial information obtained from a person and

privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _N/A_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that

the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

1452.280-1 Notice of Indian Small Business Economic Enterprise set-aside (FEB 2021)

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (Subpart 1480.8) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of provision)

(**(End of Section L)**

SECTION M – EVALUATION FACTORS FOR AWARD

The following provision is incorporated by reference:

M.1.0 BASIS OF AWARD. Part 15 – Best Value – Trade-Off Selections

M.1.1 Award without Discussion

The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. (See Provisions FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Offerors are cautioned to submit sufficient information and in the format specified in Section L. Communication conducted to resolve minor or clerical errors would not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

M.1.2 Evaluation Approach

This award will be made based off of the Basis for Award: Part 15 – Best Value – Trade-Off Selections will be made pursuant to the procedures outlined in FAR Part 15.101-1, "Best Value -Tradeoff" Source Selection Process. This

process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated offeror when it is in the best interest of the Government. All evaluation factors other than cost and price, when combined are approximately equal to cost/ price factor.

This is a competitive best value source selection in which competing offeror's technical capability and past performance history, when combined, are approximately equal to cost/price. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors.

M.1.3 Factors to be Evaluated

The following evaluation factors will be used to evaluate each proposal:

FACTOR 1 – TECHNICAL FACTOR
FACTOR 2 – PAST PERFORMANCE FACTOR
FACTOR 3 – PRICE

Evaluation of the offeror's proposal shall address each factor as it applies to the statement of work, specifications and drawings. A detailed explanation of the criteria for the evaluation is set forth in paragraph C (Evaluation Approach) below. An offer will receive an 'Acceptable' rating if it meets the minimum requirements of all evaluation factors described below.

M.2.0 Evaluation Factors

Factor 1:

TECHNICAL FACTOR. The proposal shall be evaluated for having an effective, sound, and compliant approach for acquiring qualified subcontract support and to define company policy, procedures, and responsibilities for post award management of subcontractors. The Offeror's proposal shall communicate a plan that demonstrates the following: An effective approach to ensure the successful use and management of subcontractors; a thorough understanding of all trades/disciplines required under the resulting contract; the availability of an appropriate labor force; the determination of in-house versus subcontractor execution per trade/discipline; and an effective approach to provide sustained contract compliance. There shall be a description of what specific technical skills and equipment your company has which ensures capability to perform the construction tasks and provide the testing services as detailed in the plans/specifications for the remote project location.

Factor 2:

PAST PERFORMANCE FACTOR. The past performance evaluation considers each offeror's demonstrated

recent and relevant record of performance in construction that meets the contract's requirements. Performance confidence is assessed at the overall Past Performance factor level after evaluating aspects of the offeror's recent past performance, focusing on performance that is relevant to the Technical Factor and Cost/Price Factor. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Project Managers, Contracting Officer Representatives, and/or Contracting Officers; commercial sources.

Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the issuance month of this solicitation. Past performance information that fails this condition will not be evaluated.

Relevancy Assessment. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Technical Factor and Cost/Price Factor (however, all aspects of performance that relate to this acquisition may be considered). A relevancy determination of the offeror's past performance will be made based upon the aforementioned considerations. The relevancy of the projects will be assessed based on the past performance criteria described below.

Factor 3:

COST/PRICE FACTOR. The offeror's price proposal will be evaluated as follows: Completeness and

Reasonableness. The offeror's Price proposal will be evaluated to ensure it is fair and reasonable, pursuant to the FAR. Evaluation of proposed pricing will be based on review of prices provided in the Bid Schedule. Incomplete bid schedules may result in the offeror being ineligible for award.

The price criteria includes the base and bid items in making a determination of overall price fair and reasonableness and if funding is available at the time of award, one or more of the option items listed above. *Incomplete bids will not be considered.* For option bid item(s) that may not be able to be funded at the time of award, the Government reserves the right to award and incorporate by modification within 30 days of award.

Offeror's prices for each item within the bid schedule shall represent the best price in response to the solicitation. Prices will be evaluated using price analysis IAW FAR 15.404-1(a)(2) and 15.404-1(b). Prices shall be evaluated to determine fairness, reasonableness and if unbalanced pricing exists.

Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated. If price analysis techniques indicate that a proposal is unbalanced, the contracting officer shall consider the risks to the Government associated with the unbalanced pricing. An offer may be rejected if the contracting balance poses an unacceptable risk to the Government (no page limit).

Technical:

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Past Performance:

Adjectival Rating	Definition
VERY RELEVANT	Past performance involving five (5) or more recent and relevant projects as defined above.

RELEVANT	Past performance involving three (3) or four (4) recent and relevant projects as defined above.
SOMEWHAT RELEVANT	Past performance involving one (1) or two (2) recent and relevant project as defined above.
NOT RELEVANT	Past performance efforts not involving any combination of recent or relevant projects.

Adjectival Rating	**Description**
SUBSTANTIAL CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
UNKNOWN CONFIDENCE (NEUTRAL)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
LIMITED CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Special Notices: Contractors shall provide access to and through the sites during construction for Government personal/vehicles for emergency situations.

(End of Section M)

Project Manual

for

Delta Creek Dam Decommissioning

Seney National Wildlife Refuge
Schoolcraft County, Michigan
Contract No. 140F0318D0021
Task Order No. 140FGA23F0026

United States Department of the Interior
Fish and Wildlife Service, Region 3

Issued for Bid

February 2026

Stanley Consultants INC.

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DATE: 2/13/2026

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PART III, SECTION J

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Drawing Number	Description	Sheet
3R-MI-180-1001	COVER SHEET, DRAWING INDEX, LOCATION MAPS	1
3R-MI-180-1002	LEGENDS, ABBREVIATIONS, SYMBOLS, AND GENERAL NOTES	2
SURVEY DRAWINGS		
3R-MI-180-1003	SITE SURVEY	3
3R-MI-180-1004	SITE SURVEY	4
CIVIL		
3R-MI-180-1005	OVERALL SITE PLAN & KEY PLAN	5
3R-MI-180-1006	DEMOLITION AND SWPPP - DELTA CREEK DAM	6
3R-MI-180-1007	DEMOLITION AND SWPPP - DRIGGS RIVER RD	7
3R-MI-180-1008	GRADING AND RESTORATION PLAN – DELTA CREEK DAM	8
3R-MI-180-1009	GRADING AND RESTORATION PLAN - DRIGGS RIVER RD	9
3R-MI-180-1010	PROFILE SECTION	10
3R-MI-180-1011	CROSS SECTIONS	11
3R-MI-180-1012	SWPPP DETAILS	12
3R-MI-180-1013	CIVIL DETAILS	13
3R-MI-180-1014	CIVIL DETAILS	14
3R-MI-180-1015	CIVIL DETAILS	15
3R-MI-180-1016	STORM SEWER PROFILES	16
3R-MI-180-1017	LIMITS OF PROPOSED FILL-DELTA CREEK DAM	17

PART 1 - GENERAL

1.1 Project Title: Seney National Wildlife Refuge Delta Creek Dam Decommission

1.2 Work Under These Specifications

A. Contractor shall furnish materials, labor and equipment for the work described below. Measurement and payment shall be as defined below.

I-1: **Mobilization and Demobilization**

This item includes mobilizing and demobilizing all equipment and personnel necessary to construct the work as outlined on the Drawings and specified herein. Mobilization shall include site preparation and demobilization shall include site cleanup. All permits, bonds, and similar items are to be included in this item. Contractor shall obtain, maintain, manage, and close out the Soil Erosion and Sediment Control (SESC) Permit from Schoolcraft Conservation District. Permit must be closed out prior to final pay request being submitted.

This work will not be measured for payment and shall be performed on a lump sum basis.

I-2: **Site Work and Dewatering**

This item includes dewatering (which includes managing water level and flows past the work site by bypassing flows around the work site), additional miscellaneous site work, installing and maintaining temporary erosion control, and repairing disturbed areas as outlined on the Drawings and as specified herein. Coordinate with Refuge regarding water level control during construction period.

This work will not be measured for payment and shall be performed on a lump sum basis.

I-3: **Removal of existing water control features**

This work includes providing all materials, equipment, and labor necessary for removal of the existing reinforced concrete stoplog structure, CMP culvert and flared end outlet sections.

This work will not be measured for payment and shall be performed on a lump sum basis.

I-4: **Removal of section of earthen dam**

This work includes providing all materials, equipment, and labor necessary for the excavation to grade of a section of the existing embankment dam. Approaches on either side of the breach will be excavated to an appropriate slope to allow for traffic to cross the breach. The Contractor will be responsible for measuring the removal volume. Contractor is required to relocate excess fill offsite.

This work will not be measured for payment and shall be performed on a lump sum basis.

I-5: **Road crossing dam breach**

This work includes the placement of geotextile, bedding stone, drainage stone, and riprap for scour protection of the breach and the approaches. Aggregate surface stone will be placed for the width of the road to allow for a smoother driving surface.

This work will not be measured for payment and shall be performed on a lump sum basis.

I-6: **Replacement of culverts at downstream Driggs River Road**

This work includes the removal of the existing culverts crossing under Driggs River Road and replacing them with larger culverts. The road will be replaced with a similar aggregate surface and riprap

placed for erosion protection in the channel. This work shall be completed prior to the work mentioned in sections I-4 and I-5 above.

This work will not be measured for payment and shall be performed on a lump sum basis.

I-7: **Testing Agency**

Contractor shall hire an independent third-party Testing Agency and that said Testing Agency shall provide testing services for all items determined necessary to be tested as outlined in the plans and specifications by the EOR. This work will not be measured for payment and shall be performed on a lump sum basis.

Contractor shall utilize said third-party Testing Agency mentioned above to verify the excavation has been made to the appropriate depth and width. Additionally, the testing agency will ensure that the foundation of said excavation is appropriate as defined by the EOR within the plans/specifications prior to placing the roadway cross section. The Contractor's Testing Agency shall submit a Report documenting that said site visit/observation/testing was performed.

B. All required Quality Control testing shall be performed and paid for by the Contractor. The Contractor shall hire an Independent Third-Party Testing Agency to perform all required Quality Control testing as well as any Inspections required per permit authorities.

C. Contractor shall obtain and pay for all required construction permits.

D. Reference drawings provided are for reference only. It is the contractor's responsibility to verify site conditions prior to placing a bid.

E. Contractor shall create a Waste Reduction Plan (FAR Clause 52.223-10) in demolition and construction to divert as much material as feasibly possible to recycling or reuse.

1.3 Location And Inspection Of Site

A. The work site is located at Seney National Wildlife Refuge, Schoolcraft County, Michigan.

The mailing address is:

1674 Refuge Entrance Rd
Seney, MI 49883

Coordinate with Contracting Officer or Contracting Officer's Representative for further information.

B. Site Contact: Sara Siekierski, Refuge Manager, telephone (906)630-2015.

C. All prospective bidders/quoters, contractors, subcontractors, and related persons are encouraged to visit the site(s) of the proposed Work and to assess the location(s) and extent of the Work prior to submitting bids/quotes. Persons may inspect the site by contacting the Station Manager.

1.4 Specifications and Drawings for Construction

A. The successful bidder will be provided, upon request, up to 5 sets of additional full size prints of the contract drawings as necessary for execution of this contract. These drawings will be provided at no additional cost to the successful bidder/quoter.

B. Exact location of all affected utilities will be the responsibility of the contractor. Drawings may not completely show all utilities. Site verification is required in addition to contacting any local authorities and utility companies to determine exact locations of utilities.

C. In case of difference between drawings and specifications, the specifications shall govern.

1.5 Work Not Included In This Contract

A. All items indicated **"NIC"** on drawings or in specifications are items not included in this contract.

B. Work in place is generally shown as "Existing" on the Contract Drawings.

C. Work to be performed under other contracts and not included as part of this contract is generally shown as "By Others" on the Contract Drawings.

1.6 Items Provided By The Government

A. Government-Furnished Materials, Supplies, and Equipment

1. The Government will not furnish any materials, supplies, or equipment.

B. Government-Furnished - Contractor-Installed Equipment (GF-CI)

1. The Government will not furnish any material or equipment.

1.7 Engineering Services:

A. The Government has established a baseline and a benchmark for this project. The drawings relate the project to the baseline and benchmark. From this baseline and benchmark the Contractor shall furnish and place all stakes, marks, and templates required for the performance and completion of the work. Any baseline monuments or benchmarks disturbed or removed during construction shall be reset by the Contractor at their expense.

1.8 Temporary Facilities

A. Maintain and restore all government roads, service areas and utilities used to pre-construction condition.

B. Temporary toilet facilities must be provided.

1.9 Site Access and Right of Way

A. The construction access limits on Government property will be established by the Government and the Contractor shall be responsible for complying with these limits and governing all work accordingly. All temporary access roads shall be removed following work completion unless directed otherwise by the Contracting Officer.

B. All bidders are reminded that they are responsible for contacting the local entity such as township, county, or state having jurisdiction in the project vicinity to ensure bidders/quoters are aware of any requirements of the local entity. These requirements are between the entity and the bidder. Load limits and other restrictions shall be obeyed. If the Contractor proposes to cross private property, permission must be obtained from the owner to use private property or roads in the conduct of the Work.

C. Work scheduled on Saturdays, Sundays, Federal Holidays or other than normal working hours shall be approved in advance by the Government.

1.10 Safety - In addition to FAR 52.236-13 Accident Prevention

A. Contractor shall fill out and submit the "Preconstruction Safety Checklist" to the Contracting Officer (CO) prior to beginning construction.

B. The contractor shall designate a safety officer to ensure a safe work site. The safety officer shall

perform daily work site inspections to assure compliance with all safety regulations and standards.

C. The Contractor's Safety Plan shall be available on-site. The Contractor shall provide Safety Data Sheets (SDS) for all hazardous materials brought on-site. SDS shall be made available in a conspicuous location.

D. All equipment and work activities shall comply with OSHA Regulations and all accidents incidental to work performed under this contract shall be reported in accordance with OSHA reporting requirements. Additionally, a copy of the accident report shall be provided to the Contracting Officer.

E. The contractor shall provide and install barricades, signs, or other warning devices to delineate the construction area and restrict public access to the construction site. Follow Manual of Uniform Traffic Control Devices (MUTCD).

F. Provide at least one non-freezing-type fire extinguisher in each workshop and shed used for storage of materials on the premises. Place in location readily accessible to workers.

G. Provide at least one non-freezing-type fire extinguisher of the appropriate class for each group of workers performing flammable procedures.

H. Provide and maintain a basic first aid kit for use of workers.

(a) Provide first aid supply commensurate with size of project with items necessary for first aid treatment of all injuries. The first aid supply shall include items identified on MSDS (see paragraph B of this section) in applicable locations.

(b) Advise all workers of the location of first aid supplies.

(c) Post telephone numbers of nearest hospital or ambulance service and fire station in conspicuous location. Advise all workers of location of telephone numbers.

I. Provide necessary Personnel Protective Equipment (PPE) as identified by SDS and OSHA regulations. Provide documentation, workers have been trained in use of PPE prior to individual use.

PART 2 - PRODUCTS

A. Products used for the project that may contain invasive species/seeds, etc. shall be purchase locally, at minimum, from sources in Upper Peninsula of Michigan.

B. All equipment coming on site for construction shall be sanitized and free of invasive species/seeds, etc. that may affect the Refuge biology.

PART 3 - EXECUTION

A. Construction under the "hot" or "cold" conditions shall follow requirements within respective Project Specifications at Contractor's expense.

B. It is the Contractor's responsibility to gain access to sites (including any associated costs) if Contactor elects to perform work during cold weather/snow season (e.g. plow roads themselves, heat work area, heat materials, opening/locking gates, etc.). Any and all cost associated with these items shall be included in the Construction Contractor's Bid/Proposed Cost.

(END OF SECTION 01100)

PRECONSTRUCTION SAFETY CHECKLIST

PROJECT TITLE:	CONTRACT NUMBER:	PROJECT LOCATION:
PRECONSTRUCTION MEETING DATE:	NAME AND ADDRESS OF CONTRACTOR:	NAME OF CONTRACTOR SUPERINTENDENT/FOREMAN
NAME OF SERVICE CONTRACTING OFFICER:	NAME OF CONTRACTOR'S COMPETENT PERSON (PER 29 CFR	PROPOSED CONSTRUCTION START DATE:

The Fish and Wildlife Service (FWS) places safety and health as a top priority at all Service contracted construction sites (360 FW 4). The contractor has ultimate responsibility for safety during construction until final completion and acceptance of the project by FWS.

This checklist serves as an assurance tool/guide in assessing safety program preparations of the contractor, and is not all-inclusive. As tasks change and new risks and hazards are introduced, you may need to address additional safeguards and corrective measures.

The contractor and subcontractor(s) must comply with all Occupational Safety and Health Administration (OSHA) regulations applicable to the construction project, including requirements set forth within solicitation provisions and contract clauses (e.g., FAR 52.236-13 "Accident Prevention" with Alternate I and Special Provisions). It is the responsibility of the contractor/subcontractor(s) to adhere to regulations found at 29 CFR 1910, 1926, and 1928. (See page 5 for Table of Contents of OSHA Construction Safety Standards.) Each contractor/subcontractor must initiate and maintain an effective safety program that provides adequate systematic policies, procedures, and practices to protect their employees from, and allow them to recognize, job-related safety and health hazards. The program must include provisions for the systematic identification, evaluation, and prevention/control of general work site hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions, as well as providing a competent person to conduct frequent and regular inspections. The contractor must instruct each employee to recognize and avoid unsafe conditions and the regulations applicable to the work environment.

The contractor may use at its option the latest edition of the "Bureau of Reclamation Safety and Health Standards" manual and appedixes as a safety program implementation guide for the duration of the contract. .

The contractor will address the following items prior to and/or during the Preconstruction Conference (the Contracting Officer/Contracting Officer's Representative will record these items)**:**

1. The contractor has read and understands his/her responsibilities for compliance with contractual safety language - FAR 52.236-13, Accident Prevention, Alternate I and applicable safety provisions? YES ___ NO ___

2. Has contractor prepared a Safety Plan that analyzes anticipated hazards of the project and indicates how the hazards will be controlled? Contractor must identify specific procedures for controlling hazardous operations such as crane use, scaffolding, excavation/trenching, hot work/welding, etc,. YES ___ NO ___ N/A

3. How will contractor/subcontractor address the four leading hazards of construction work: falls, struck by, caught in/between, and electrical?

4. The "Designated Competent Person" (responsible for the project's safety and health performance) is knowledgeable in applicable OSHA regulations and capable of identifying existing/predictable hazards, and has the authority to prompt corrective measures? YES ___ NO ___

5. Do contractor and subcontractor employees know what to do in the event of an emergency (e.g., injury, fire, accident, hazardous material spill, etc.) with regard to the following actions? YES NO ___

   a. Notification of Department, FWS Facility Manager, CO, COR, CI, etc.
   b. Means of communication with contact numbers (e.g., radio, cellular, pager, etc.).
   c. Availability of first-aid/medically-trained contractor personnel with appropriate medical supplies.
   d. Personnel (including subcontractors) knowledge of location for immediate aid (e.g., first-aid, etc.).
   e. Evacuation routes, signals, and procedures are provided to all on-site personnel.
   f. Safety and health information disseminated to all site personnel (e.g., contractor and subcontractor employees).

6. Will a contractor/subcontractor trailer be brought on site and its hook-up/placement coordinated with COR/CI? YES ___ NO ___ (If no, skip to # 7)

   a. Location and type of trailer (office or equipment).
   b. Telephone hook-up.
   c. Electrical hook-up.
   d. Vehicle parking arrangement (adequate space).
   e. Propane used for heating? YES ___ NO ___
   f. Serve as first-aid station? YES ___ NO ___

7. Is contractor aware that he/she must ensure construction area is clearly delineated and posted with appropriate warning signs (e.g., "Hard Hat Area", "Construction Site – CLOSED", "Area Closed to Public", etc.), and that instructional signs (e.g., designated parking area, etc.) and flagmen or barriers may be required? Yes No

8. Housekeeping - Is contractor/subcontractor aware that they must ensure that following acceptable housekeeping standards are practiced from project's start to finish? YES NO

   a. Form/scrap lumber with protruding nails and all other debris shall be kept clear from work areas.
   b. Combustible scrap and debris shall be removed at regular/frequent intervals.
   c. Materials shall be stored with regard to their fire characteristics with effective fire protection and prevention measures used.
   d. An enclosed chute shall be used whenever materials are dropped more than 20 feet to an exterior point of a building.
   e. Aisles, exits, and passageways shall be kept clear and in good repair.

9. Is contractor aware of following Environmental and Personal Controls standards? YES NO

   a. Potable water provided.
   b. Restroom facilities provided.
   c. Washing facility provided for employees engaged in operations involving harmful substances.
   d. Intoxicating beverages, controlled substances, and/or firearms are not permitted under any circumstances on the construction site.
   e. All activities in or around water bodies must be in compliance with regulations for worker safety, including personal flotation devices or buoyant work vests, lifelines, ring buoys and guardrails while working over or adjacent to water hazards, and from barges, boats, and/or launches.

10. Is contractor/subcontactor aware that following employee training considerations may need to be addressed? YES NO

a. Confined Space.
b. Scaffolding.
c. Fall Protection.
d. Hazard Communication.
e. Lockout/Tagout.
f. Respiratory Protection.
g. First Aid.

11. Contractor/subcontractor is responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or where the need is indicated for using such equipment to reduce the hazard to their employee(s). The contractor/subcontractor is also responsible for ensuring that personnel using protective equipment shall be trained and medically qualified to do so. Such personal protective equipment may include the following: Discussed with contractor? YES NO

a. Eye and face protection (safety goggles, safety glasses, welding goggles, face shields, etc.).
b. Protective footwear (safety shoes, boots).
c. Protective gloves (leather, rubber, insulated).
d. Respirators (dust, half-face, full-face, etc.).
e. Hearing protection (ear plugs, muffs, etc.).
f. Coast Guard-approved PFD/buoyant vest.
g. Fall protection equipment.

12. Tools (hand, electric, pneumatic) Standards: Discussed with contractor? YES NO

a. Hand tools, power tools, and jacks are maintained in safe operating condition and used only for the purpose for which they were designed.
b. Electric power-operated tools must be either approved double-insulated, or be properly grounded (see Item #13 “Electrical” for additional considerations).

13. Electrical Standards:

a. Ground Fault Circuit Interrupters (GFCIs) or an assured equipment-grounding conductor program must be used to protect employees from ground-fault hazards.
b. Electrical cords/insulation must be in good condition (not frayed or damaged).
c. All ground plugs must be on electrical cords, if so designed by the manufacturer.
d. Workspace, walkways, and similar locations shall be kept clear of electrical cords.
e. All electrical extension cords must be of the three-wire type.
f. Contractor/subcontractor must determine need and implement an appropriate Lock-out/Tag-out program.

14. Will motor vehicles, cranes, and/or heavy equipment be used? YES NO __ (If no, skip to #15)

a. Crane and derrick use must comply with applicable standards.
b. Rollover protection as required.
c. Back-up alarms or observer signals as required.
d. No crawler type vehicles are allowed on an improved road.
e. All utilities must be located prior to excavating soil.

15. Excavating and Trenching work? YES ___ NO ___ (If no, skip to #16)

a. All excavating/trenching must be in accordance with applicable safety standards.
b. All utilities must be located prior to excavating.

16. Elevated Work? YES ___ NO ___ (If no, skip to #17)

a. Ladders and their use must conform to standards.
b. Aerial lift usage must meet applicable requirements.
c. Fall protection needs must be assessed per standards.
d. Scaffold work must conform to standards.
e. Stair design, construction, and use must meet applicable requirements.
f. Toeboards, when used to protect workers from falling objects, must be erected along the edge of the overhead walking/working surface.
g. Safety net use must comply with standards.
h. Railing must conform to standards.

17. Contractor is aware of and understands the need to incorporate applicable requirements for concrete and masonry construction. YES ___ NO ___ N/A ___

18. Contractor is aware of and understands the need to incorporate welding and cutting operations that comply with applicable safety requirements (e.g., compressed gas cylinders are protected from vehicle traffic, valve caps secured, etc.). YES ___ NO ___ N/A ___

19. Contractor is aware of and understands the need to manage hazardous materials/waste appropriately (e.g., paints, solvents, fuels, etc.) including the following: YES NO N/A ___

a. Use and storage of flammable/combustible liquids.
b. Aboveground fuel storage tanks properly managed/contained.
c. Compressed gases and cylinders managed correctly (e.g., secured and protected from damage, etc.).
d. Procedures for managing use, storage, and disposal of hazardous materials properly established.
e. Excess/waste product(s) and containers properly disposed of per environmental regulations.
f. Hazards of product use and the need for protective measures (e.g., personal protective equipment, etc.) conveyed to employees.
g. Asbestos work conforms to applicable standards.
h. Exposure to toxic gases, vapors, fumes, dusts, and mists managed correctly.
i. Lead, laser, and any other hazardous components managed per the applicable standard.
j. Contract employees must conduct hazardous waste operations work within the parameters of a written safety & health plan.

20. Comments, notes, additional requirements:

The contractor has the ultimate responsibility for safety on the project site at all times until final completion and acceptance of the project.

The contractor's signature below indicates the above information was discussed and understood.

Contractor signature: _____ **Date:** _____

_____ **Date:** _____

Contracting Officer/Contracting Officer's Representative

OSHA CONSTRUCTION SAFETY STANDARDS - 29 CFR 1926:
(Following standards can be accessed at http://www.osha.gov):

Subpart A (1926.1 - 1926.5) - General
Subpart B (1926.10 - 1926.16) - General Interpretations
Subpart C (1926.20 - 1926.35) - General Safety and Health Provisions
Subpart D (1926.50 - 1926.66) - Occupational Health and Environmental Controls
Subpart E (1926.95 - 1926.107) - Personal Protective and Life Saving Equipment
Subpart F (1926.150 - 1926.155) - Fire Protection and Prevention
Subpart G (1926.200 - 1926.203) - Signs, Signals and Barricades
Subpart H (1926.250 - 1926.252) - Materials Handling, Storage, Use and Disposal
Subpart I (1926.300 - 1926.307) - Tools - Hand and Power
Subpart J (1926.350 - 1926.354) - Welding and Cutting
Subpart K (1926.400 - 1926.449) - Electrical
Subpart L (1926.450 - 1926.454) - Scaffolds
Subpart M (1926.500 - 1926.503) - Fall Protection
Subpart N (1926.550 - 1926.555) - Cranes, Derricks, Hoists, Elevators and Conveyors
Subpart O (1926. 600 - 1926.606) - Motor Vehicles, Mechanized Equipment and Marine Operations
Subpart P (1926.650 - 1926.652) - Excavations
Subpart Q (1926.700 - 1926.706) - Concrete and Masonry Construction
Subpart R (1926.750 - 1926.752) - Steel Erection
Subpart S (1926.800 - 1926.804) - Underground Construction, Caissons, Cofferdams and Compressed Air
Subpart T (1926.850 - 1926.860) - Demolition
Subpart U (1926.900 - 1926.914) - Blasting and the Use of Explosives
Subpart V (1926.950 - 1926.960) - Power Transmission and Distribution
Subpart W (1926.1000-1926.1003)- Rollover Protective Structures; Overhead Protection
Subpart X (1926.1050 -1926.1060)- Stairways and Ladders
Subpart Y (1926.1071 -1926.1092)- Diving
Subpart Z (1926.1100 -1926.1152)- Toxic and Hazardous Substances

PART 1 - GENERAL

1.1 Jobsite Administration - Superintendence, Subcontract administration and Quality Control, is the responsibility of the Contractor.

A. Final decisions relative to items in conflict shall be made by the Contracting Officer.

B. At the request of the Government or the Government's Inspector, the Contractor shall provide all requested material samples for testing purposes. The Government may test earthwork placed for this project to independently verify the Contractors testing results. This will not relieve the Contractor of any or all Testing Requirements noted in the project documentation.

C. The Contractor shall notify the Contracting Officer's Representative (COR), the Government's Inspector, and the Contractor's Independent Third-Party Testing Agency three (3) business days prior to any fill placement or earthwork requiring material/field density testing.

D. If a Quality Control/Quality Assurance test that the Government Inspector/Tester performs reflects that the material tested does not met the requirements as defined in the project documents, the Contractor shall pay for all expenses that are required for the Government to retest the material until it is in accordance with the project documents.

E. All costs incurred by the Contractor in order to comply with these requirements shall be considered incidental to the Contract Cost.

F. The Government shall have the authority to temporarily suspend the Work for such time as necessary because of the failure on the part of the Contractor to perform any of the provisions of the Contract. No extension of contract performance time will be permitted until the

Government determines that the deficiencies in performance, which caused the temporary suspension, have been corrected.

G. The Government may suspend the work by written order for such period or periods as are necessary because of extended unsuitable weather and/or for such other conditions as may be unfavorable for the prosecution of work. Upon suspension, the work shall be put in satisfactory condition and properly protected, as directed by the Government. In all cases of suspension of construction operations, the work shall not be resumed until permitted by written order of the Government.

H. Immediately stop work if paleontological, archaeological or historical remains (including burials or skeletal material) are encountered on Service property, and notify the Government's Construction Observer, Contracting Officer Representative (COR,) and Contracting Officer (CO.) The CO (or COR) will notify the Regional Historian/ Archaeologist so the provisions of 36 CFR and other relevant laws are followed. Work will cease in the immediate vicinity until permitted to resume by written order from the CO. Work in other areas may proceed as approved by the CO.

I. The Contractor shall have responsible superintendence on site during all project operations. Contractor shall notify Government of any changes of superintendents.

J. Contractor is responsible for all surveying required by Contract Documents, Drawings, and construction.

K. The Contractor shall notify the COR at least ten (10) days prior to the anticipated date of completion of all Work specified herein. Upon completion of the Work, the COR shall proceed with the final inspection which shall be completed as promptly as practicable.

The time required for such inspection and for performing any corrective Work shall be included in the contract performance time.

L. The Contractor shall notify the Government via email five (5) business days prior to the Government being required to perform any onsite functions.

1.2 Modification/Change Order procedures

A. In the event of the need for a Change Order, the Contractor will receive a letter requesting a price quote for proposed changes to the Contract.

B. For evaluation purposes, the Contractor's quote shall be broken down to show the costs of labor and materials for each proposed category of Work included with the change, along with the total cost for Contractor's overhead, profit, and bond for the proposed changes.

C. All Contract time extensions required as a result of a proposed change must be justified and supported in detail at the time of the proposal.

1.3 Preconstruction Conference

A. Soon after award of the Contract and prior to commencing construction, the Contractor and any subcontractors shall attend a preconstruction conference with representatives of the Government. Timely notification of the meeting will be given to the Contractor. Time, date, and place of the conference will be determined by the Contracting Officer. Requirements pertaining to Contract administration, construction operations and the project schedule will be discussed. The project schedule shall be in accordance with Section 01330. The Preconstruction Safety Checklist shall be submitted for review during this conference.

1.4 Progress Meetings

A. Periodic general project meetings will be conducted with a representative of the Contractor at the project site or by telephone by the Government's representative for the purpose of coordinating, expediting, and assessing the work progress.

B. The Contractor shall provide reports of progress on the project, discuss the work schedule for the coming period and present all conflicts, discrepancies or other difficulties for resolution. A record of discussions and decisions will be prepared by the Government and distributed to those attending and others affected.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (not Applicable)

(END OF SECTION 01310)

PART 1 - GENERAL

1.1 General:

A. Refer to submittal register or technical specifications for all submittals required.

B. When specifically requested by the Contracting Officer (CO), Contractor's Officer's Representative (COR) or the Government's Construction Inspector, the Contractor shall provide copies of manufacturer's written installation instructions and/or recommendations for review and approval prior to accomplishing equipment installation.

C. The Contractor shall provide submittals by use of digital means (e.g. email, .pdf, or SharePoint site). Digital submittals too large for the Government email system to handle and physical material samples will need to be submitted by hard copy.

D. Submittals shall be numbered sequentially using the appropriate specification section as a prefix (e.g., 02223.1, 02223.2, etc.). The first re-submittal of a particular submittal shall have a suffix "A" added to that original submittal number, and the second re-submittal of that same submittal shall have a suffix "B" added to the original submittal number, and so on. For example, the first re-submittal of Submittal 02223.1 shall be designated 02223.1A, and the second re-submittal of Submittal 02223.1 shall be designated 02223.1B, and so on.

E. The government needs to be notified via email five (5) working days prior to any onsite action that needs to be taken on the COR, AE, or CO's behalf (attending of Final Inspection, etc.)

1.2 Submittal Register:

A. A submittal register, listing all items requiring submittals under this solicitation, is provided as an

attachment to this document. The Contractor shall provide all required submittals to the COR within 30 days of award except for items noted otherwise on the submittal register.

B. If hard copies are submitted, furnish a minimum of four copies of all required submittals. Three copies will be retained by the Government. The remaining copies will be returned to the Contractor.

C. The approval of submittals shall not relieve the Contractor to comply with the terms and conditions of the Contract Drawings and Specifications. The Contractor shall be responsible to determine correct dimension, design, connection, detail and satisfactory construction of all Work.

1.3 Project Schedule:

A. Contractor shall provide as required by Federal Acquisition Regulation (FAR) clauses. *

B. Submit an updated schedule with each Pay Request.

1.4 Price Breakdown - Lump Sum Items:

A. Contractor shall provide as required by FAR clauses. *

1.5 Subcontractor's List

A. Submit a list of subcontractors who will be working on the project.

1.6 Submittal of Progress Payment Certificate:

A. Contractor shall provide as required by FAR clauses. *

1.7 Guarantees, Warranties And Certificates: Refer to Section 01770

1.8 Operating And Maintenance Instruction: Refer to Section 01770

1.9 Delivery Tickets

A. The Contractor shall submit to the Government's on site representative, one legible copy of each delivery ticket for all material delivered to the construction site.

B. The delivery ticket shall show brand name, catalog number, and number of items received.

1.10 Waste Manifests/Load Tickets

A. The Contractor shall submit copies of all waste manifests and/or Load Tickets.

B. Manifests and/or Load Tickets shall state type of waste (i.e., construction debris, hazardous asbestos, etc.), location of disposal, landfill designation, EPA registration of landfill, and EPA registration for transportation of any hazardous wastes.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (not Applicable)

* The applicable FAR clauses will be provided in full text to the resultant contractor at the pre-construction conference.

(END OF SECTION 01330)

SUBMITTAL REGISTER

DATE

SHOP DRAWINGS, EQUIPMENT DATA, AND MATERIAL SAMPLES

CONTRACT NO:
PROJECT:
LOCATION:

CONTRACTOR:
ADDRESS:

CONST. MANAGER:

SPECIFICATION SECTION NO.	DESCRIPTION	DATE SUBMITTED	TRANS. NO.	REVIEWED BY	DATE ACT. TAKEN	ACTION CODE	DATE RESUBM.	ACTION CODE	COMMENTS
01100 1.2.E	Waste Reduction Plan								
01100.1.11.A	Preconstruction Safety List								
01310.1.4.B	Progress Report								
01330.1.3.B	Project Schedule								
01330.1.4	Price Breakdown								
01330.1.5	Subcontractor's List								
01330.1.6	Progress Payment Certificate								
01330.1.9.A	Delivery Tickets								
01330.1.10.A	Waste Manifests/Load Tickets								
01770.1.3	Equipment Test Reports								
01770.1.4	Operating/Maintenance Instructions								
01770.1.5	Record Drawings								
01770.1.6	Guarantees, Warranties and Certificates								
02 41 00.1.05	Informational Submittals								
02 41 00.1.06	Action Submittals								
02 41 00.1.07	Sustainable Submittals								
02 41 00.1.08	Closeout Submittals								
31 05 19-13.1.04	Product Data								
31 05 19-13.1.04	Samples								
31 05 19-13.1.04	Quality Assurance Data								
31 23 00.1.05	Qualtiy Assurance Data								
31 23 00.1.04	Erosion Control Plan								
31 37 00.1.04	Material Test Reports								
31 37 00.1.04	Gradation Test								
31 37 00.1.04	Visual Inspection Report								
32 15 00.1.03	Quality Assurance Data								
32 92 19.1.04	Manufacturer's Guarantee								

SUBMITTAL REGISTER

DATE

SHOP DRAWINGS, EQUIPMENT DATA, AND MATERIAL SAMPLES

CONTRACT NO:
PROJECT:
LOCATION:

CONTRACTOR:
ADDRESS:

CONST. MANAGER:

SPECIFICATION SECTION NO.	DESCRIPTION	DATE SUBMITTED	TRANS. NO.	REVIEWED BY	DATE ACT. TAKEN	ACTION CODE	DATE RESUBM.	ACTION CODE	COMMENTS
33 42 00.1.03	Certificate of Compliance								
33 42 00.1.03	Signed/sealed drawings and calculations for the Box Culvert								

Action Codes

A - Approved as Submitted
B - Approved Except As Noted - Resubmission Not Required
C - Approved Except As Noted - Resubmission Required
D - No Action Taken - See Comments
E - Disapproved - See Comments - Resubmission Required

PART 1 - GENERAL

1.1 Regulatory Requirements

A. All work shall be accomplished in strict accordance with OSHA and all other regulations, codes, and laws in effect at the time the work is performed for the location where it is to be performed.

1.2 Means and Methods

A. Means and methods used in the performance of this Contract must be in accordance with all applicable Federal Acquisition Regulations in addition to OSHA regulations, 29 Code of Federal Regulations, acceptable industry practices as recognized by societies, associations, building codes, manufacturers' specifications and any applicable state safety and health requirements.

1.3 Permits

A. All permits required to support construction activities such as road permits for oversize, overweight vehicles and equipment, bridge permits, and utility hookup permits, shall be obtained and paid for by the Contractor.

B. All erosion and sediment control permits shall be obtained and paid for by the Contractor.

C. Abide by the conditions of all Government-obtained permits. See ATTACHMENTS for permit documentation and conditions.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (not Applicable)

(END OF SECTION 01420)

NOTICE OF AUTHORIZATION

Permit Number: WRP045779 v.1 **Date Issued: July 22, 2025**
Site Name: Seney Wildlife Refuge **Expiration Date: July 22, 2027**

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

☒ Part 31, Floodplain Regulatory Authority of the Water Resources Protection.

☒ Part 301, Inland Lakes and Streams.

☒ Part 303, Wetlands Protection.

☒ Part 315, Dam Safety.

Authorized activity:

Culvert Replacement: Demolish the existing culverts on Driggs River Road on Delta Creek, install new culverts crossing Driggs River Road on Delta Creek, regrade Driggs River Road, grade the downstream area of the culverts and install riprap.
Dam Removal: Demolish the existing Delta Creek Dam embankment and remove the existing culvert, construct a new ford crossing to allow timber harvesting, regrade the remaining embankment slopes, fill in historic dredge areas upstream of the embankment, and stabilize the area with seeding and mulching. The proposed work will permanently impact 570 linear feet of Delta Creek with approximately 1060 cubic yards (cyd) of dredging and 261 cyd of fill below the Ordinary High-Water Mark (OHWM). Additionally, approximately 6,500 cyd of material will be removed and 6,400 cyd of material will be placed below the 100-year floodplain of Delta Creek.

To be conducted at property located in: Schoolcraft County, Waterbody: Delta Creek
Section 14, Town 44N, Range 14W, Germfask Township

Permittee:
Sara Siekierski
1674 Refuge Entrance Road
Seney, Michigan 49883

Michael Size
Dam Safety Unit
Water Resources Division
989-619-4295

This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.

EGLE
WRP045779 v1.0
Approved
Issued On:07/22/2025
Expires On:07/22/2027

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

Sara Siekierski
1674 Refuge Entrance Road
Seney, Michigan 49883

Permit No: **WRP045779 v.1**
Submission No.: **HQA-H6BR-86PXS**
Site Name: **Seney Wildlife Refuge**
Issued: **July 22, 2025**
Revised:
Expires: **July 22, 2027**

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- ☒ **Part 301, Inland Lakes and Streams**
- ☒ **Part 303, Wetlands Protection**
- ☒ **Part 315, Dam Safety**
- ☐ **Part 323, Shorelands Protection and Management**
- ☐ **Part 325, Great Lakes Submerged Lands**
- ☐ **Part 353, Sand Dunes Protection and Management**
- ☒ **Part 31, Water Resources Protection (Floodplain Regulatory Authority)**

EGLE certifies that the activities authorized under this permit are in compliance with the State Coastal Zone Management Program and certifies without conditions under the Federal Clean Water Act, Section 401 that the discharge from the activities authorized under this permit will comply with Michigan's water quality requirements in Part 31, Water Resources Protection, of the NREPA and associated administrative rules, where applicable.

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Culvert Replacement: Demolish the existing culverts on Driggs River Road on Delta Creek, install new culverts crossing Driggs River Road on Delta Creek, regrade Driggs River Road, grade the downstream area of the culverts and install riprap.
Dam Removal: Demolish the existing Delta Creek Dam embankment and remove the existing culvert, construct a new ford crossing to allow timber harvesting, regrade the remaining embankment slopes, fill in historic dredge areas upstream of the embankment, and stabilize the area with seeding and mulching. The proposed work will permanently impact 570 linear feet of Delta Creek with approximately 1060 cubic yards (cyd) of dredging and 261 cyd of fill below the Ordinary High-Water Mark (OHWM). Additionally, approximately 6,500 cyd of material will be removed and 6,400 cyd of material will be placed below the 100-year floodplain of Delta Creek.

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Expires On:07/22/2027

Waterbody Affected: Delta Creek
Property Location: Schoolcraft County, Germfask Township, Town 44N /Range 14W /Section 14

Authority granted by this permit is subject to the following limitations:

A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
D. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
E. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
F. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
G. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
H. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
I. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
J. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
K. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
L. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.

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M. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
N. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
O. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
P. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
Q. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
R. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
S. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
T. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
    1. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA). To locate the Soil Erosion Program Administrator for your county, visit Michigan.gov/EGLE/about/organization/water-resources/soil-erosion/sesc-overview and select “Soil Erosion and Sedimentation Control Agencies”.
    2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
    3. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
    4. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
    5. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.

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6. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity and/or mitigation plan from EGLE. Such revision requests shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
7. All dam construction shall be completed in accordance with the attached design plans prepared by Stanley Consultants, Inc. dated 01/29/2025 and labeled Delta Creek Dam Decommissioning.
8. All dam construction activities must be conducted under the knowledge and supervision of a licensed professional engineer.
9. Permittee shall maintain a minimum release from the impoundment/river, approximately equal to the monthly 95 percent (95%) exceedance flow, throughout the duration of construction.
10. No work shall be done in the stream during periods of above-normal flows except as necessary to prevent erosion.
11. The permittee and contractors shall take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project where feasible, including:
    a. Visually inspecting footwear (boots, hip-boots, and waders), and removing and properly disposing of any plants or mud.
    b. Visually inspecting field equipment (nets, shovels, rakes, etc.) and vehicles, and removing and properly disposing of any plants and mud.
    c. Draining all water from vehicles and equipment prior to leaving the site and before entering a new waterbody.
    d. Thoroughly drying equipment (5-7 days, if possible) between sites, when possible.
    e. Disinfecting vehicles and equipment between sites (e.g. diluted bleach solution, heated pressure washer), when possible. Disinfection shall be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
        i. Typical diluted bleach solution treatment is one half cup [four (4) fluid ounces] bleach to five (5) gallons of water, applied by spraying or sponge so that the surface is thoroughly exposed to bleach solution for 10 minutes.
        ii. Typical heated pressure wash is 140ºF water temperature, sprayed for 5-10 seconds.
        iii. Thoroughly washing vehicles and boats between sites (e.g. drive-through car wash).
    f. Using only native plants and seed for restorations and best management practices.

12. If invasive aquatic or terrestrial plants are removed from a site, the permittee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws. A “Watch List” of Michigan’s high priority aquatic invasive species along with how to report sightings can be found at: Michigan.gov/invasives/id-report/watchlist
13. All spoils, including organic and inorganic soils, vegetation, and debris, shall be placed above the OHWM, leveled, and stabilized with sod and/or seed and mulch in such a manner as not to erode into any waterbody or wetland.
14. Unless specifically stated under the “Permitted Activity” of this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the waterbody are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
15. All rock and stone shall be properly sized and graded based on wave action and velocity and shall consist of natural field stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material). Broken concrete revetment is not authorized.

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16. Fill shall not be placed to prevent surface water drainage across the site. Site runoff shall be directed to public or natural drainage ways and not unnaturally discharged onto adjacent properties.
17. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.
18. All slurry resulting from any dewatering operation shall be discharged through a filter bag or pumped to a sump located away from wetlands and surface waters and allowed to filter through natural upland vegetation, gravel filters, or other engineered devices for a sufficient distance and/or period of time necessary to remove sediment or suspended particles. The discharge of slurry water resulting from the hydro-demolition of concrete is not allowed to enter a lake, stream, or wetland.
19. During removal or repair of the existing structure, every precaution shall be taken to prevent debris from entering any watercourse. Any debris reaching the watercourse during the removal and/or reconstruction of the structure shall be immediately retrieved from the water. All material shall be disposed of in an acceptable manner consistent with local, state, and federal regulations.
20. The use of explosives for removal of structures over the waterbody is strictly prohibited.
21. If the project, or any portion of the project, is stopped and lies incomplete for any length of time (other than that encountered in a normal work week) every precaution shall be taken to protect the incomplete work from erosion, including the placement of temporary gravel bag riprap, temporary seeding and mulching, or other acceptable temporary protection.
22. The permittee is hereby cautioned that any discharge of sediment into waters of the state is a violation of Part 31 of the NREPA. Any sedimentation caused by the construction or use of the permitted structure, subjects the permittee to provisions of Part 31.
23. No fill, excess soil, or other material shall be placed in the 100-year floodplain, any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.
24. Any other filling, grading, or construction within the 100-year floodplain will require a separate EGLE permit before starting the work.
25. The structure(s) shall be firmly anchored to prevent flotation or lateral movement.
26. Fill shall not be placed to prevent surface water drainage across the site. Site runoff shall be directed to public or natural drainage ways and not unnaturally discharged onto adjacent properties.
27. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets.
28. The permittee shall furnish a written statement from a professional engineer, certifying that he has supervised the dam modifications and that it was completed in accordance with the plans and specifications approved by the EGLE, Water Resources Division (WRD).
29. The permittee shall submit a final engineering report to the Dam Safety Program, WRD, which shall include, but not be limited to, documentation of the extent of construction, results of construction material testing, soil boring logs, test pit data collection, summaries of instrumentation monitoring for the construction, and other pertinent project information. The report shall also include a set of final project drawings documenting the extent of construction, signed and sealed by a professional engineer licensed in the State of Michigan.

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30. Final approval of the dam construction will not be granted until a site inspection by EGLE has confirmed that the dam removal has been completed in accordance with the approved plans and specifications.
31. The permittee is responsible for acquiring all necessary easements or rights-of-way before commencing any work authorized by this permit. All construction operations relating to or part of this project shall be confined to the existing right-of-way limits or other acquired easements.

Issued By: _____

Michael Size
Dam Safety Unit
Water Resources Division
989-619-4295

THIS PERMIT MUST BE SIGNED BY THE PERMITTEE TO BE VALID.

I hereby assure that I have read, am familiar with, and agree to adhere to the terms and conditions of this permit.

_____ _____

Permittee Signature Date

cc:
Sara Siekierski, Applicant
Doyle Township Clerk
Germfask Township Clerk
Schoolcraft County Clerk
Schoolcraft County Road Commissioner
Jason Jacks P.E., Stanley Consultants
RJ Jacobson, Stanley Consultants
Schoolcraft CEA
Randall Knapik, DNR
John Bauman, DNR Fisheries Division
Karen Sexton, DNR Wildlife Division
Donna Cervelli P.E., EGLE
Mike Van Loan, EGLE

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PART 1 - GENERAL

1.1 Manufacturer's Specifications

A. The installation of manufactured products and equipment, together with all associated parts, shall be in conformance with the manufacturer's recommendations, and code requirements. All installations shall be complete and ready for immediate use, and every part required for proper operation of the manufacturer's equipment shall be provided. Following the completion of the Work under this Contract, all installed equipment shall be tested for proper operation and compliance with the Contract.

1.2 Final Inspection

A. The Contractor shall request a final inspection in writing at least ten (10) days prior to the anticipated date of completion.

B. Work will not be considered ready for final inspection until all the Work has been completed and the Contractor has certified that all items are properly operating and in strict compliance with all Contract terms and conditions.

C. The Contractor’s Project Supervisor shall be at the job site during the final inspection.

1.3 Tests

A. Complete all tests required to prove actual operating performance of equipment and systems incorporated into the project.

B. Submit reports of all tests to the Contracting Officer prior to final payment.

C. Provide any regulatory acceptance documents in cases of cleanup.

1.4 Maintenance and Operating Instructions

A. Submit three (3) final copies of all operating, maintenance instructions and parts lists for all equipment and systems that require adjustment, servicing, and attention for proper operation. Include all information necessary for proper operation of equipment. Use simple, non-technical language where possible. Provide all necessary diagrams and schematics required by repairmen. Any hazards likely to occur in operation of equipment shall be pointed out to avoid improper operation of any equipment that might result in damage or danger to equipment, building or personnel.

B. Final copies of all maintenance and operating information shall be submitted in bound form as a "Manual of Operating Instructions" with items grouped by sections of Work. Append each manual with name, address, telephone number of Contractor, subcontractor and companies or individuals providing service for equipment used.

C. Provide competent personnel to meet with the Government representative to fully explain and familiarize the Government personnel with all equipment and its operation and maintenance.

1.5 Record Drawings:

The Contractor shall provide and maintain in proper order and in good, clean condition, at the Research Center office or at the project site, one (1) complete set of full size prints of all Drawings. On this set, with red pencil or ink, the Contractor will neatly inscribe all changes in Work. At time of final acceptance, and prior to final payment, these corrected prints will be presented to the COR. The Contractor will note all data and changes on these record drawings in sufficient detail and clarity to provide information necessary for preparation of "as built" drawings by the Government.

1.6 Guarantees, Warranties and Certificates

A. The Contractor will submit all guarantees, warranties and certificates to the Government prior to final payment.

B. The Government requires a 100% warranty for a period of one full year after final acceptance. Items of Work found defective during the warranty period will be replaced at no cost to the Government and the warranty for that particular part of the Work shall automatically extend for one full year beyond the completion date of repairs.

C. If a manufacturer or supplier offers a guarantee in excess of the one year requirement outlined herein, then the longer guarantee period will apply for those particular items.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (not Applicable)

(END OF SECTION 01770)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removal and disposal of existing features and associated work including, but not limited to:
   1. Demolition and removal of stoplog control structure, CMP pipe, and flared-end section.
   2. Demolition and removal of Driggs River Road culverts

B. Remove and legally dispose of items, except those identified for use in recycling, re-use, and salvage programs.

1.02 REGULATORY REQUIREMENTS

A. Conform to applicable requirements of federal, state, and other governmental agencies for demolition work.

1.03 DEFINITIONS

A. Deconstruction: Disassembly of buildings for the purpose of recovering materials.

B. Construction and demolition (C&D) materials: Materials produced in the process of construction, renovation and/or demolition of structures, where structures include buildings (residential, commercial, institutional), roads, and bridges. C&D materials typically include concrete, asphalt, wood, gypsum wallboard, paper, glass, rubble, and roofing materials. Also includes land clearing debris, such as stumps, rocks, and dirt.

C. Environmental pollution and damage: Presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human or animal life; affect other species of importance to humanity; or degrade utility of environment for aesthetic, cultural or historical purposes.

D. Inert fill:
   1. Permitted facility that accepts inert waste such as asphalt and concrete exclusively for purpose of disposal.
   2. Inert solids and waste: Nonliquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous substances or soluble pollutants at concentrations in excess of water-quality standards established by regional water board and does not contain significant quantities of decomposable solid waste.

E. Class III Landfill: Landfill that accepts nonhazardous materials such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. Class III Landfill must have solid waste facilities permit.

F. Demolition waste: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous. Term includes, but is not limited to, asphalt concrete, portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The materials may include rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

G. Chemical waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.

H. Recycling: Process of sorting, cleansing, treating and reconstituting materials for purpose of using altered form in manufacture of new product. Recycling does not include burning, incinerating or thermally destroying solid waste.

I. Reuse: Use, in same or similar form as it was produced, of material which might otherwise be discarded.

J. Solid waste: Putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.

1.04 PRE-DEMOLITION MEETING

A. Conduct conference at Project site.

B. Arrange meeting no less than 10 days prior to demolition with Owner and other designated representatives to review salvageable items to determine if Owner wants to retain ownership, and discuss Contractor’s Waste Management and Recycling Plan.

C. Review environmental goals of Project with Contractor, subcontractors, and waste haulers and make proactive effort to increase awareness of these goals among all labor forces on site.

1.05 SCHEDULING

A. Perform Work in manner which will provide least interference and most protection to public and existing construction. Contractor's operations subject to approval by Government prior to commencement of Work.

B. Carefully coordinate time and manner of demolition work with the Government to assure continued operation of existing facilities and to maintain construction schedule requirements.

1.06 INFORMATIONAL SUBMITTALS

A. Quality assurance data: Two weeks prior to any removal, submit demolition plan for review. Plans shall include sequence of performing proposed work, requirements for interruptions to public use of area, and requirements for Contractor use of public streets and facilities.

1.07 ACTION SUBMITTALS

A. Special Procedures: Demolition plans 2 weeks prior to any removal. Plans shall include sequence of performing proposed work, requirements for interruptions to public use of area, and requirements for Contractor use of public streets and facilities.

B. Quality assurance data: Contractor’s quantitative reports for demolition waste materials generated by Contractor, as condition of approval of progress payments.

1.08 SUSTAINABLE SUBMITTALS

A. Submittals for construction document phase: Contractor’s Waste Management and Recycling Plan prior to commencement of Work.

B. Submittals for demolition phase:
1. Proposed dust-control measures.
2. Proposed noise-control measures.
3. Schedule of demolition activities indicating following:
   a. Detailed sequence of demolition and removal work, including start and end dates for each activity.
   b. Dates for shutoff, capping, and continuation of utility services.

4. If hazardous materials are encountered and disposed of, landfill records indicating receipt and acceptance of hazardous wastes by landfill facility licensed to accept hazardous wastes.
5. Contractor's Reuse, Recycling, and Disposal Report:
   a. Submit Contractor's Reuse, Recycling, and Disposal Report on form provided in Section 02 41 16 Attachment B with each application for progress payment. Failure to submit form and supporting documentation will render application for progress payment incomplete and delay progress payments. Include manifests, weight tickets, receipts, and invoices specifically identifying Project for re-used and recycled materials:
      1) On-site crushing of asphalt and concrete for use off-site.
      2) Reuse of building materials or salvageable items.
      3) Source-separated recycling facilities.
      4) Mixed debris recycling facilities.
      5) Recycling of material, including soils, as landfill alternative daily cover.
      6) Delivery of soils or mixed inerts to inert landfill or other use.
      7) Disposal of soils or other materials at landfill or transfer station.
      8) Other; describe.
   b. Contractor's Reuse, Recycling, and Disposal Report must quantify materials generated in Work, disposed in Class III Landfills, or diverted from disposal through recycling. Indicate zero 0 if there is no quantity to report for type of material. As indicated on form:
      1) Report disposal or recycling either in tons or in cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
      2) Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
      3) Provide legible copies of weigh tickets, receipts, or invoices that specifically identify project generating material. Said documents must be from recyclers and/or disposal Site operators that can legally accept materials for purpose of re-use, recycling, or disposal:

         Indicate project title, project number, progress payment number, name of company completing the Contractor's Report and compiling backup documentation, the printed name, signature, and daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor's Report, and the date that the Contractor's Report is completed.

1.09 CLOSEOUT SUBMITTALS

A. Record drawings: Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.10 SITE CONDITIONS

A. Known underground piping, foundations, and other underground obstructions in vicinity of new construction are shown on Drawings.

B. Protect underground facilities encountered during excavation until it is determined whether they are active or inactive. Repair, without compensation, existing active facilities shown on Drawings damaged during operations.

C. Notify Government of unexpected subsurface conditions and discontinue Work in area until Government provides notification to resume Work.

PART 2 PRODUCTS

2.01 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain property of Government, demolished materials shall become Contractor's property and shall be removed, recycled, or disposed from Project Site in appropriate and legal manner.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

A. Inspect structures where demolition is required. Inspect existing Drawings of structures. Contractor shall be familiar with items that require demolition.

B. Perform flow diversion, excavation and dewatering necessary to accomplish Work.

C. Determine actual Site conditions, extent to which demolition is required, and method of demolition.

D. Schedule work with Government and work in other parts of these Contract Documents.

E. Verify that utilities have been disconnected and capped.

F. Survey existing conditions and correlate with requirements indicated to determine extent of demolition and recycling required.

G. Perform surveys as Work progresses to detect hazards resulting from demolition activities.

3.02 PREPARATION

A. Prepare drawings, documents, and applications and obtain government agency approvals and permits required for demolition activities.

B. Conduct demolition operations and remove C&D materials to ensure minimum interference with roads, streets, walks, and other adjacent occupied and utilized facilities.

C. Do not close or obstruct streets, walks, or other adjacent occupied or utilized facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

D. Conduct demolition operations to prevent injury to people and damage to adjacent infrastructure and facilities to remain. Ensure safe passage of people around demolition area.
   1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
   2. Protect existing Site improvements, appurtenances, and landscaping that are designated to remain in place.

E. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of structures to be demolished and remain.

3.03 EXPLOSIVES

A. Use of explosives not permitted.

3.04 ENVIRONMENTAL CONTROLS

A. Comply with federal, state and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.

B. Protection of natural resources: Preserve natural resources within project boundaries or restore to equivalent condition.
   1. Confine demolition activities to areas defined by public roads, easements, and work area limits indicated on drawings.
   2. Temporary construction: Remove indications of temporary construction facilities, such as haul roads, work areas, structures, stockpiles or waste areas.
   3. Water resources:

a. Comply with applicable regulations concerning direct or indirect discharge of pollutants to underground and natural surface waters.
b. Oily substances:
1) Prevent oily or other hazardous substances from entering ground, drainage areas, or local bodies of water in such quantities as to affect normal use, aesthetics, or produce measurable ecological impact on area.
2) Store and service construction equipment at areas designated for collection of oil wastes.

4. Dust control, air pollution, and odor control: Prevent creation of dust, air pollution and odors:
a. Use temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
b. Store volatile liquids, including fuels and solvents, in closed containers.
c. Properly maintain equipment to reduce gaseous pollutant emissions.
5. Noise control: Perform demolition operations to minimize noise.
a. Repetitive, high level impact noise will be permitted only between hours of 8:00 a.m. and 6:00 p.m. Repetitive impact noise on property shall not exceed following dB limitations:

Sound Level in dB	Time Duration of Impact Noise
70	More than 12 minutes in any hour
80	More than 3 minutes in any hour

6. Salvage, re-use, and recycling procedures:
a. Identify re-use, salvage, and recycling facilities.
b. Develop and implement procedures to re-use, salvage, and recycle demolition materials, based on the Contract Documents, Contractor's Waste Management and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source-separated recycling, salvage, and/or mixed debris recycling efforts.
c. Identify materials that are feasible for salvage, determine requirements for Site storage, and transportation of materials to a salvage facility.
d. Source-separate new construction, excavation and demolition materials including, but not limited to the following types:
e. Develop and implement program to transport loads of mixed (commingled) demolition materials that cannot be feasibly source separated to mixed materials recycling facility.
7. Disposal practices and waste hauling:
a. Legally transport and dispose of materials that cannot be delivered to source-separated or mixed recycling facility to transfer station or disposal facility that can legally accept materials for purpose of disposal.
b. Use permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact state or local waste management agency.
c. Become familiar with conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
d. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
e. Do not burn, bury or otherwise dispose of rubbish and waste materials on project site.
8. Re-use and donation options: Implement re-use program to greatest extent feasible.
9. Revenue:
a. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in Contract Documents.
b. Remove and transport C&D materials in manner that will prevent spillage on adjacent surfaces, streets, and areas or dust being emitted into atmosphere.
c. Clean adjacent streets of dust, dirt, and C&D materials caused by demolition operations. At end of each work day, return adjacent areas to condition existing before start of demolition.

3.05 PROTECTION

A. Protect existing facilities from damage by falling debris, dust, and construction operations.

B. Provide shoring and bracing where necessary to support existing construction and protect personnel during demolition operation.

3.06 DEMOLITION - GENERAL

A. Structure demolition: Use methods required to complete Work within limitations of governing regulations and as follows:
   1. Locate demolition equipment and remove debris and materials so as not to impose excessive loads on supports.
   2. Demolish concrete in sizes that will be suitable for acceptance at recycling or disposal facilities.
   3. Break up and remove concrete slabs on grade in small sizes, suitable for acceptance at recycling or disposal facilities, unless otherwise shown to remain.

B. Below-grade construction: Demolish foundation walls and other below-grade construction, as follows:
   1. Completely remove below-grade construction, including foundation walls and footings.
   2. Break up and completely remove below-grade concrete slabs, in small sizes, suitable for acceptance at recycling or disposal facilities.
   3. Below-grade areas: Completely fill below-grade areas and voids resulting from building demolition operations to ground level with satisfactory soil materials.

C. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

D. Remove existing construction as specified and shown and as required to permit new construction.

E. Perform removal in manner that will minimize dust, noise, and other nuisance. Maintain haul routes for disposal of material clean and free of debris.

F. Perform demolition operations in manner that in no way endangers personnel, public, existing structures, utilities, roadways, or facilities not to be demolished.

G. Any portion of existing construction whether structural, or accessory which has become unstable through removal of other parts of construction shall be removed as soon as practicable, and no such unstable part shall be left free-standing or inadequately braced against causes of collapse at end of each day's work.

H. Contractor shall relocate existing active miscellaneous piping, conduit, and electrical circuits and devices not detailed on Drawings but required for installation of equipment and items installed by this Contract.

I. To reduce fire hazards during demolition, Contractor shall:
   1. Before removing any part of any structure, remove volatile or flammable materials, such as fuel oil, gasoline, kerosene, benzene, cleaning fluids, paints, thinners, cloth, loose paper, combustible trash, coal, and similar materials which might serve as ready fuel for small fires.
   2. Maintain sufficient number of fire extinguishers to check and extinguish small fires in areas where Work is being performed.
   3. Wherever cutting torch or other equipment which might cause fire is being used, fire extinguishers shall be kept nearby and ready for instant use. Users of such equipment shall be instructed in proper method of preventing fires and extinguishing fire.
   4. Fires will not be permitted in Project area.
   5. Burning of waste lumber and other building materials or trash on Site will not be permitted.
   6. Use of cranes and wrecking balls for demolition work not permitted

J. Use of blasting not permitted.

K. Provide temporary personnel and vehicle protection at openings or ledges made by demolition.

3.07 HANDLING OF DEMOLISHED MATERIALS

A. Salvageable materials, except items specified to remain property of Government, shall become property of Contractor and shall be removed from Site as Work progresses.

B. Promptly re-use, salvage, recycle, or dispose of demolished materials. Do not allow demolished materials to accumulate or be stored on-site.

C. Contractor shall legally dispose of and/or recycle offsite all components of the Water Control Structure and existing culverts and end sections. This disposal/recycling shall be included in the bid price.

D. Contractor shall legally dispose of offsite all excess sediment. This disposal shall be included in the bid price.

E. All excess excavated soil that cannot be wasted onsite as noted in the plans must be legally disposed of offsite. This disposal shall be included in the bid price.

3.08 DISPOSAL OF MATERIALS

A. Transport demolished materials off property and legally reuse, salvage, recycle, or dispose of materials.

B. Storage of materials to be removed not permitted to accumulate on site. Promptly remove and dispose of unsalvageable equipment and materials.

C. Debris shall not be allowed to accumulate outside of and around any structures being removed. Waste materials and debris resulting from Work shall be removed and disposed of daily by Contractor in disposal area obtained by Contractor.

D. Burning of waste lumber and other building materials or trash on Site will not be permitted.

E. No material, obstructions, or debris shall be placed or allowed to accumulate within 15' of any fire hydrant. Fire hydrants shall be accessible at all times.

3.09 REPAIR AND RESTORATION

A. Contractor shall be responsible for damage to personnel, public, roadways, streets, structures, utilities, facilities, and equipment caused by operations and shall repair any damage at its own expense or replace items damaged beyond repair.

B. Do not operate vehicles or equipment on existing construction or roadways that could be damaged.

C. Backfill applicable excavated areas, open pits, and other depressions as work progresses. Backfill materials shall conform to requirements of Drawings and other specification sections.

D. Grade areas disturbed by construction to smooth, uniform surfaces sloped to drain.

E. Replace construction removed to facilitate operations with construction of equal quality to that removed.

3.10 CLEAN-UP

A. Maintain public streets, alleys, or other thoroughfares used in carrying out disposal free of litter or soil attributable to this operation. Equip and load trucks or other vehicles to prevent leakage, blowing off, or other escape of any portion of whatsoever is being hauled. Cost incurred by Government in cleaning up such litter will be charged to Contractor and deducted from monies due or to become due it under this contract.

B. Upon completion of demolition work in each area, thoroughly clean area of materials not to remain.

END OF SECTION

1) Emily J. Kramer
2) Kalene M. Kobs
3) Robert J. Jacobson

SECTION 02 41 00 DEMOLITION

CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

(Submit With Each Progress Payment)

Project Title:		
Contract or Work Order No.:		
Contractor's Name:		
Street Address:		
City:	State:	Zip:
Phone: ( )	Fax: ( )	
E-Mail Address:		
Prepared by: (Print Name)		

Date Submitted:		
Period Covered:	From:	To:

Reuse, Recycling or Disposal Processes Used

Describe the types of recycling processes or disposal activities used for material generated in the project. Indicate the type of process or activity by number, types of materials, and quantities that were recycled or disposed in the sections below:

01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green matls)
05 - Recycling commingled loads of C&D matls at an off site mixed debris recycling center or transfer station
06 - Recycling material as Alternative Daily Cover at landfills
07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
08 - Disposal at a landfill or transfer station.
09 - Other (please describe) _____

Types of Material Generated

Use these codes to indicate the types of material that were generated on the project

A = Asphalt	C = Concrete	M = Metals	I = Mixed Inert	G = Green Matls
D = Drywall	P/C=Paper/Cardboard	W/C = Wire/Cable	S= Soils (Non Hazardous)	
M/C = Miscellaneous Construction Debris		R = Reuse/Salvage	W = Wood	O = Other (describe)

Facilities Used: Provide Name of Facility and Location (City)

Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling occurred.

Type of Material	Type of Activity	Facilities Used/Location			Total Truck Loads	Total Quantities Tons	Cubic YD	Other Wt.
(ex.) M	04	ABC Metals, Anytown, USA			24	355		
a. Total Diversion					0	0	0	0

SECTION 02 41 00 DEMOLITION
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT
Continued

SECTION II - DISPOSED MATERIALS								
Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling occurred.								
Type of	Type	Facilities			Total Truck	Total Quantities		
Material	of Activity	Used/Location			Loads	Tons	Cubic YD	Other Wt.
(ex.) D	08	DEF Landfill, Anytown, USA			2	35		
b. Total Disposal						0	0	0

SECTION III - TOTAL MATERIALS GENERATED						
This section calculates the total materials generated during the project period (Reuse/Recycle + Disposal = Generation						
				Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled				0	0	0
b. Total Disposed				0	0	0
c. Total Generated				0	0	0

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION					
Add totals from Section I + Section II					
	Tons	Cubic Yards	Other Wt.		
a. Materials Re-Used and Recycled	0				
b. Materials Disposed	0				
c. Total Materials Generated (a. + b. = c.)	0	0	0		
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!				

** Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recycled*

Contractor's Comments (*Provide any additional information pertinent to planned reuse, recycling, or disposal activities*):

Notes:
1. Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
   For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
   Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
   Use: Section 00 62 22 Construction Waste Diversion Plan

2. Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
   Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
   Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
   Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
   Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
   Drywall Scrap: .20
   Wood Scrap: .16

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Site preparation.

B. Geotextile.

C. Material testing.

1.02 RELATED REQUIREMENTS

A. Section 31 22 00 - Grading.

B. Section 31 37 00 - Riprap.

C. Section 32 15 00 - Aggregate Surfacing.

1.03 MEASUREMENT AND PAYMENT

A. Measurement and payment shall be done by lump sum.

1.04 INFORMATIONAL SUBMITTALS

A. Product Data: Submit manufacturer's recommended procedures for handling, storage, installation, and seam joining.

B. Samples: Submit one sample (8" x 11") of each type of fabric being furnished.

C. Quality assurance data: Submit mill certificate or affidavit attesting fabric furnished meets chemical, physical, and manufacturing requirements specified.

1.05 DELIVERY, HANDLING, AND STORAGE

A. During shipment, handling, and storage, geotextile shall be protected from direct sunlight, ultraviolet rays, temperatures greater than 140°F (60°C), mud, dirt, dust, and debris.

B. To maximum extent possible, fabric shall be maintained wrapped in heavy-duty protective covering.

PART 2 PRODUCTS

2.01 MATERIALS

A. MDOT 910 – Heavy geotextile liner per Table 910-1. Material must be non-woven. Also identified as heavy-duty geotextile.

B. MDOT 910 – Non-woven geotextile separator per table 910-1. Also identified as geotextile.

2.02 SECURING PINS

A. Material: Steel, 3/16" (5 mm) diameter, pointed at one end and fabricated with head to retain steel washer having outside diameter of not less than 1.5" (38 mm).

B. Length: Not less than 12" (300 mm).

PART 3 EXECUTION

3.01 SITE PREPARATION

A. Prior to installation of fabric, clear application surface of debris, sharp objects, tree roots, and stumps.

B. Prepare surface to receive fabric to relatively smooth condition free of obstructions, depressions, debris, and soft or low-density pockets of material.

C. For subgrades, wheel tracks or ruts in excess of 3" (75 mm) in depth shall be graded smooth or otherwise filled with soil to provide reasonably smooth surface.

3.02 INSTALLATION

A. Place Geotextile fabric in manner and at locations shown on Drawings.

B. At time of installation, reject fabric with defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

C. Place fabric with long dimension parallel to top of embankment and lay smooth and free of tension, stress, folds, wrinkles, or creases. Place strips to provide minimum width of 18" of overlap.

D. Insert securing pins with washers through both strips of overlapped fabric at not greater than 5' intervals along a line through midpoint of overlap. Install additional pins, regardless of location, as necessary to prevent any slippage of filter fabric.

E. Place fabric so upstream strip of fabric will overlap downstream strip.

F. Protect fabric at all times during construction from contamination by surface runoff, and any fabric so contaminated shall be removed and replaced with uncontaminated fabric.

G. Place material on fabric by spreading dumped material off of previously placed material with bulldozer blade or end-loader, in such manner as to prevent tearing or shoving of cloth. Dumping of material directly on fabric will only be permitted to establish an initial working platform. No vehicles or construction equipment shall be allowed on fabric prior to placement of granular blanket.

H. Unless otherwise specified, place granular material to full required thickness and compact to satisfaction of Contracting Officer’s Representative before any loaded trucks are allowed on blanket.

I. Replace any damage to fabric during its installation or during placement of bedding layer at no cost to Government.

J. Torn fabric may be patched in-place by placing piece of same fabric over tear. Dimensions of patch shall be at least 2" (50 mm) larger than largest dimension of tear and be pinned to prevent granular material from causing lap separation.

K. Schedule Work so covering of fabric with layer of specified material is accomplished within 7 days after placement of fabric. Failure to comply shall require replacement of fabric.

END OF SECTION

1) Emily J. Kramer
2) Kalene M. Kobs

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Embankments materials.

B. Stripping.

C. Earth and borrow excavation.

D. Embankment construction.

E. Finish grading and protection.

1.02 MEASUREMENT AND PAYMENT

A. Measurement and payment shall be lump sum. If quantities of the following items are changed from those required by Contract Documents, the Contractor shall submit a claim. Compensation will not be awarded above the contract amount without a formal Modification executed by the CO.

PART 2 PRODUCTS

2.01 EMBANKMENT MATERIAL

A. Obtain embankment material from excavated areas.

B. Embankment materials shall be free from debris, roots, organic, or other unstable or unsuitable materials.

PART 3 EXECUTION

3.01 STRIPPING

A. Prior to grading and/or borrow excavation, strip topsoil, vegetation, and other objectionable material from construction areas. Topsoil depth varies, review soil borings to determine depths of topsoil. Stockpile clean topsoil at job site. Dispose of vegetation and other objectionable material at off-site location selected by Contractor.

B. Tree and stump removal may be necessary in the project area. If a tree needs to be removed that is not noted in the plans, Contractor must notify the refuge manager prior to disturbance of the tree so the proper bat survey can be performed. No trees may be removed, unless noted on the plans, without permission of the refuge manager.

C. Borrow areas do not need to be stripped prior to adding fill material unless vegetation is present.

3.02 EARTH EXCAVATION

A. Grading shall consist of excavation, removal and satisfactory disposal of excess excavated materials taken from within Project area, construction of embankments, subgrades, ditches, and incidental work; and removal and satisfactory disposal of unstable and unsuitable materials and their replacement with satisfactory materials where needed.

B. In cuts for roads, proof-roll subgrade with fully loaded tandem-axle dump truck to detect localized zones of unstable material.

C. Remove unstable material encountered and replace with suitable material.

D. Dispose of unstable material within embankments not to be used under structures or roads.

3.03 BORROW EXCAVATION

A. Borrow excavation shall consist of excavating, transporting, and placing of earth materials obtained from locations furnished by Contractor necessary for construction of embankments, subgrades, and other parts of Work.

B. Contractor shall furnish and pay for borrow sites, or other sources of borrow, and obtain from property owners' necessary agreements for removal of excavated material. Borrow material shall have a Standard Dry Density of not less than 95 lb/cu ft (1525 kg/$m^{3)}$ when tested in accordance with AASHTO T99 and shall not possess an organic content greater than 10% when tested in accordance with AASHTO T194.

C. Borrow pits shall not change general pattern of existing drainage and shall be well drained unless suitable for development as ponds or lakes. Borrow sites shall be seeded in accordance with Section 32 92 19.

3.04 EMBANKMENT CONSTRUCTION

A. Maintain embankments in satisfactory condition until final acceptance.

B. Preparation of surfaces to receive fill:
   1. After stripping of organic material or foreign matter, proof-roll areas to receive fill by making three passes with a roller.
   2. If unsuitable or unstable material is encountered under embankment area, remove material and replace with suitable material prior to placing embankment material.

C. Moisture control:
   1. Moisture content of embankment materials prior to, and during compaction shall be uniform throughout each layer of material.
   2. Place earth materials at or within 2% of optimum moisture content as determined by ASTM D698; wet granular materials thoroughly during or immediately prior to compaction.
   3. Add supplementary water to materials on embankment by sprinkling and mixing uniformly throughout layer as required.
   4. Spread temporarily excavated materials too wet for placing until moisture content is acceptable.

D. Placing:
   1. Place embankment materials in manner permitting drainage, and in continuous, approximately horizontal layers, not exceeding 8" (200 mm) loose thickness.
   2. Avoid abrupt changes in embankment levels.
   3. If surface of previously placed materials is too dry or smooth to provide satisfactory bonding surface with new material, moisten and/or scarify in manner and to depths required to avoid shear plane.
   4. If compacted surface of any layer of fill is too wet for proper compaction of next succeeding layer to be placed:
      a. Allow materials to dry or work with suitable equipment.
      b. Compact to provide satisfactory bonding surface for next succeeding layer of fill to be placed.
   5. When each layer of material has been conditioned to moisture content specified, compact as follows:
      a. Compact all embankments to minimum of 95% of maximum dry density as determined by ASTM D698 unless noted otherwise:
      b. Compact embankments, within 3' (1 m) or less below road grade, to a minimum of 100% maximum dry density as determined by ASTM D698.
      c. Excess embankment material placed as fill in the Delta Creek Pool Area may be placed as loose fill.

E. Grade areas disturbed by construction operations to smooth, uniformly sloping surfaces.

3.05 FINISH GRADING

A. Finish fill, excavated areas, and other disturbed areas to uniform grade and section normally obtainable with blade grader.

B. Allowable template tolerances: + 0.10' (30 mm).

C. Finish grade to neat appearance and to provide positive drainage.

3.06 FIELD QUALITY CONTROL

A. Moisture-density laboratory tests: Minimum of one test on each type of soil to be used in embankment construction; conform to ASTM D698. Perform tests prior to placement of embankment materials.

B. In-place density tests for embankments: Perform tests on road embankments during course of work on subgrade for each successive 8" (200 mm) layer at approximate 50' (15 m) intervals conforming to ASTM D1556 or ASTM D2922.

3.07 PROTECTION

A. Water shall be used as controlling agent to prevent operations from polluting air with dust.

B. Regulations as set forth by OSHA and appropriate state agencies, shall govern.

END OF SECTION

1) Kalene M. Kobs
2) Robert J. Jacobson

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe bedding requirements.

B. Trench excavation and backfill.

C. Backfill for manholes, appurtenances and structures.

D. Sidewalk and pavement construction.

E. Construction along or across highways and railroads.

F. Erosion control.

G. Dewatering.

H. Sheeting, shoring and bracing.

I. Repairs, surface restoration, and cleanup.

1.02 RELATED REQUIREMENTS

A. Section 31 25 00 – Sedimentation and Erosion Control

B. Section 32 92 19 – Seeding

C. Section 33 42 00 – Culverts

1.03 SCHEDULING

A. Site access is limited to one route on gravel refuge roads. Access must be coordinated with the government prior to beginning work. Bridge reports for bridges along access roads are available upon request.

B. Do not trespass on private property.

C. Maintain access to site and site facilities for Owner, Contracting Officer’s Representative, other contractors and emergency personnel during construction. Site shall be closed to the public during construction.

1.04 INFORMATIONAL SUBMITTALS

A. Quality assurance data: Provide name, address, and telephone number of person who has access to equipment and is authorized to make emergency repairs to Contractor's Work, such as to correct trench cave-ins, moving excavated material, and correct other problems during weekends and off-work hours, so access can be maintained for fire fighting equipment, and to maintain barricades for public safety.

1.05 SUSTAINABLE SUBMITTALS

A. Erosion Control Plan: Not less than 10 days before the Pre-construction meeting, prepare and submit an Erosion Control Plan.
   1. Format: At a minimum, address the following elements:
      a. Identification of Project.

b. Details of Plan, specific to the site, that comply with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.
c. Monitoring procedures.
2. Revise and resubmit Plan as required by Owner. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.

1.06 QUALITY ASSURANCE

A. Regulatory requirements:
1. Retain independent, qualified testing agency to perform laboratory and field tests specified and any additional tests required to determine compliance with OSHA excavation requirements.
2. Include costs for materials sampling and testing in Bid.
3. Perform sampling and testing in strict accordance with testing criteria established.

1.07 SITE ENVIRONMENTAL PROCEDURES

A. Waste management:
1. Mulch: Identify organic debris that is free of disease, pest infestation, and chemical contamination and that is suitable for recycling on site. Chip suitable organic debris for use as mulch on site. Stockpile where indicated on Drawings or directed by the Government. Coordinate with requirements of Section 32 92 19.
2. Topsoil: Where existing topsoil is scheduled to be removed; carefully strip and stockpile for reuse. Stockpile where indicated on Drawings or directed by the Government.
3. Compost: Identify organic debris suitable for composting on site.

B. Erosion control: Implement an erosion control plan in accordance with approved submittals. Coordinate with requirements of Section 31 25 00.
1. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
2. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal

PART 2 PRODUCTS

2.01 PIPE ENVELOPE – RCP CULVERT

A. Rigid sewer pipe (reinforced concrete pipe):
1. Bedding Class IIIA based on MDOT Specification Section 902.
a. Well graded, clean gravel or crushed stone with maximum size of 3/8", 50-100% passing No. 4, 0-30% passing No. 100, and 0-5% passing No. 200 sieve.
2. Initial backfill:
a. Excavated or imported material, both conforming to one of following ASTM D2487 (Unified Soil Classification System) classifications: GW, GP, SW, or SP with 100% passing 3/4" sieve.
b. Backfill material shall be free of clods, rocks, organic matter, and other deleterious material.

2.02 PIPE ENVELOPE - BOX CULVERT

A. See Section 33 42 00 Part 3.02 for Box Culvert design and installation.

2.03 REMAINING BACKFILL

A. Applies to backfill above pipe envelope.

B. Job-excavated material:
1. Material: Free from debris, stones larger than 1-1/2" (38 mm), organic matter, and frozen material.

C. Granular fill material:
   1. Type: Sand or crushed stone consisting of clean, well-graded mineral particles obtained from off-site source.
   2. Size and grading: 100% passing 3/8" (10 mm) sieve and not over 5% passing No. 200 sieve.
   3. Material shall be free of earth, clay, or other foreign substances.

PART 3 EXECUTION

3.01 PREPARATION

A. Obtain from utility companies exact locations of buried utilities shown on Drawings.

3.02 TRENCH EXCAVATION – GENERAL

A. Classification:
   1. Earth: Materials not classified as rock; includes clay, silt, sand and gravel, hardpan, disintegrated shale and rock, debris, and detached rock less than 1 cu yd in volume.
   2. Rock: Materials that cannot be excavated without use of pneumatic tools, drilling and blasting, or line drilling and wedging, and detached pieces of such materials larger than 1 cu yd in volume.

B. Rock excavation is not anticipated.

C. Trenches not requiring granular backfill: Pile excavated material, suitable for backfill, in an orderly manner a sufficient distance back from edge of excavation to avoid slides or cave-ins; 2'-0" (600 mm) minimum clear distance.

D. Trenches requiring granular backfill: Place unsuitable excavated material directly on trucks and haul away. No spoil banks permitted.

E. Excavate existing utilities sufficiently in advance of pipe laying to determine crossing arrangement. No payment will be allowed for down time due to utility relocation.

F. Excavation shall be open cut unless otherwise specified or shown.

G. Use caution when placing and compacting backfill to avoid placing construction loads on pipe which may damage or displace newly laid pipe.

3.03 TRENCH EXCAVATION (EARTH)

A. Keep trench width below top of pipe as narrow as possible; provide adequate width for proper pipe jointing operations and for placing and compacting backfill.

B. Slope walls of trench or sheet trench as required to comply with safety requirements; maintain walls of excavation vertical below top of pipe.

C. Excavate to full depth by machine.

D. If soft, spongy, or otherwise unstable material is encountered which may not provide suitable foundation for the low water crossing or the culvert installation:
   1. Notify Contracting Officer and Contractor’s Independent Third-Party Testing Agency immediately. Testing Agency shall provide the Government a recommendation on measures to mitigate these issues.
   2. Contracting Officer will authorize remedial measures in writing as required.
   3. Removal and replacement of questionable material will be authorized only if dewatering methods are unsuccessful in stabilizing trench bottom.
   4. If removal of unsuitable material is authorized:
      a. Replace with crushed rock or clean gravel having same gradation as pipe bedding material.
      b. Compact replacement material with vibratory or pneumatic tampers.

E. Excavate by hand:
   1. Under tree roots 3" (75 mm) and larger.
   2. Under and around structures and utilities.

3.04 DEWATERING

A. Provide equipment for handling water encountered.

B. No pipe shall be laid or concrete poured on excessively wet soil.

C. Divert stream flow away from areas of construction.

D. Methods used shall not cause settlement or damage to adjacent property.

3.05 TREE REMOVAL

A. Notify Engineer prior to removing trees larger than 2” (50 mm) in diameter and hedges and shrubbery.

B. Cut no tree roots larger than 3” (75 mm) diameter.

C. Only trees in direct conflict with trench alignment shall be considered for removal; tunnel or hand excavate under roots of trees close to trench.

D. Removal includes grubbing and removing stump and roots, backfilling, and disposal of debris.

E. Compensation not allowed for approved clearing or removal of trees to provide access to Work or to provide work space adjacent to trench.

3.06 PIPE BEDDING

A. Class IIIA granular material: Depth of bedding material as shown on Drawings.

B. Provide bell holes at each pipe joint; allow access completely around circumference of pipe for proper jointing operations.

C. Trench bottoms carried below required grade: Backfill to proper elevation with bedding material at no additional expense to Owner.

D. Shape pipe bedding with template before placing pipe for pipe sizes greater than 24" diameter. Minimum depth of shaping to be 10% of outside pipe diameter.

E. Place in layers not to exceed 12" (300 mm) and compact by hand held tamping device.

F. Force bedding under edge of pipe by slicing with shovel.

3.07 BACKFILLING TRENCHES

A. Contractor’s Independent Third-Party Testing Agency shall record required information, including location of connections and appurtenances, and provide to the Government via Red Lined Drawings.

B. Limit amount of trench open at one time to minimum.

C. Pull wood sheeting, to be removed, ahead of backfilling to prevent formation of voids. Steel sheeting may be pulled after backfilling.

D. Carefully placed backfill for rigid sewer pipe:
   1. Rigid sewer pipe: Place type of material and compact to depths shown.
   2. For rigid sewer pipe, cohesive soils shall be placed and compacted in layers not exceeding 12" (300 mm) loose thickness.
   3. Backfill shall be carefully placed with clamshell bucket or other similar means. Pushing material over edge of trench will not be permitted.
   4. Place and compact soil under haunches on sides of pipe with special care.
   5. Compact backfill material under haunches and on sides of pipe up to top of pipe to 95% as determined by ASTM D698.
   6. Backfill simultaneously on both sides of pipe in layers not exceeding 6” (150 mm) in depth to prevent displacement.

E. Remaining backfill (for all types of pipe):
   1. Trenches with center line beneath or closer than 10' (3 m) to sidewalks or seal coat or gravel surfaced streets and drives: Backfill in layers not to exceed 6” (150 mm); moisten if required; compact to 90% maximum density as determined by ASTM D698; prepare upper portion of trench for surface restoration or pavement replacement.
   2. Refer to Section 33 42 00 for additional compaction requirements for the culvert pipes.

3.08 BACKFILL FOR STRUCTURES

A. Notify Contracting Officer’s Representative, Government, and Contractor’s Independent Third-Party Testing Agency prior to backfilling.

B. Backfill and compact as required for adjacent trench.

C. Backfill simultaneously on all sides; protect any waterproofing from damage.

D. Carefully place backfill material to minimum of 1' (300 mm) above highest pipe entering manhole or structure.

3.09 REPAIR AND RESTORATION

A. Restore obstructions removed to accommodate equipment or to facilitate excavation.

B. Repair, at no additional cost to the Government, existing fences, culverts, and drain tile disturbed by construction.

C. Contractor fully responsible for liaison with utility companies and for repairing, at no expense to the Government, utilities damaged by Contractor.

D. In event of break in existing water main, gas main, sewer, or electric or communication cable, immediately notify responsible official of organization operating utility affected.

3.10 SOIL AND MATERIAL TESTING

A. Moisture-density tests: ASTM D1557; minimum of one determination of optimum moisture for each type of soil incorporated into Work.

B. In-place density tests: ASTM D1556 or D2167.
   1. Perform tests in areas of backfill and where compaction requirements are specified.
   2. Provide equipment necessary and perform field density tests during course of Work.
   3. Perform tests for fill or backfill at following interval: One test per 500 cu yd (382 cu m).

C. Sieve analysis: ASTM C136; minimum of one test on each source of each material of specified gradation unless otherwise specified or provide certified copy of test report from material supplier.

D. If tests indicate inadequate placement or compaction, Contractor shall correct inadequacies and perform additional tests in same area at no additional cost to Owner.

3.11 CLEANUP

A. Disposal area(s): Remove brush, rubbish, spoil, and material not suitable for backfill to off-site location of Contractor's choice.

B. Remove waste material promptly as it is generated by construction operations; do not permit to accumulate. Clean up each portion of construction as it is completed.

C. Cleanup operations in public right-of-way shall be kept within 400' of construction operations.

D. Clean up and remove rubbish, debris, and surplus material.

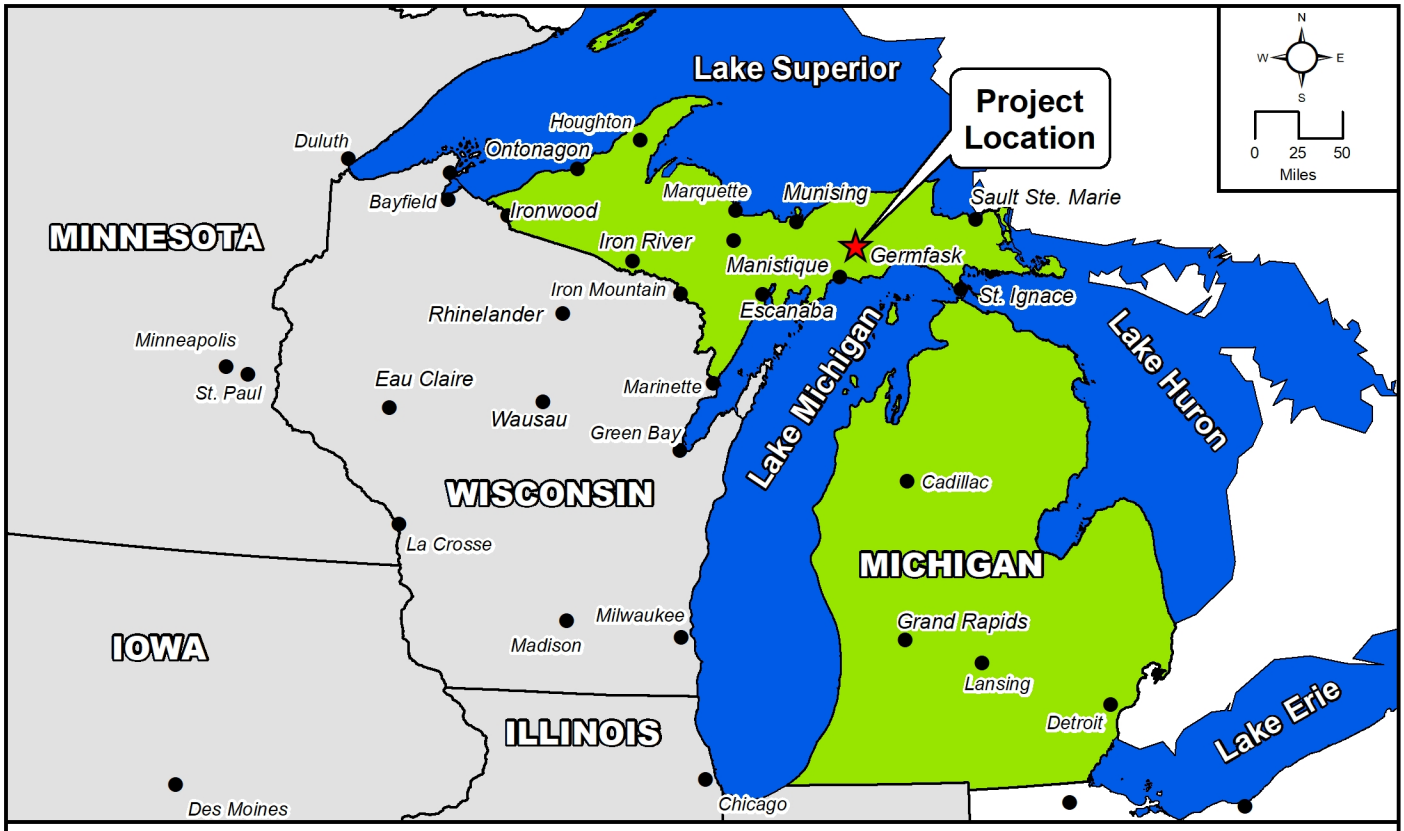
E. Grade disposal areas periodically to reasonably neat surface to provide for drainage and access by others.

F. Leave site in neat condition.

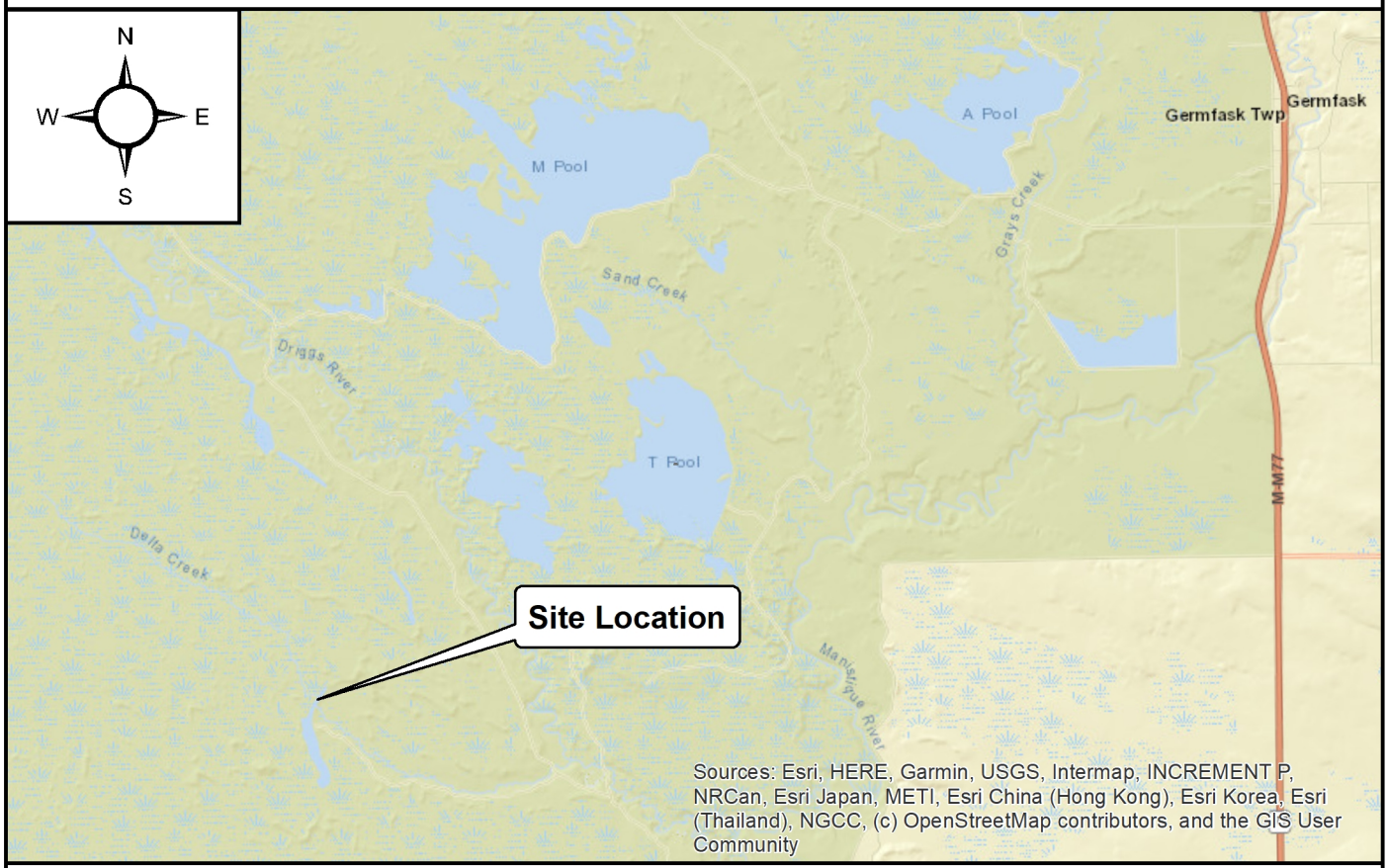
G. Reopen to traffic as soon as practicable.

END OF SECTION

1) Kalene M. Kobs
2) Robert J. Jacobson

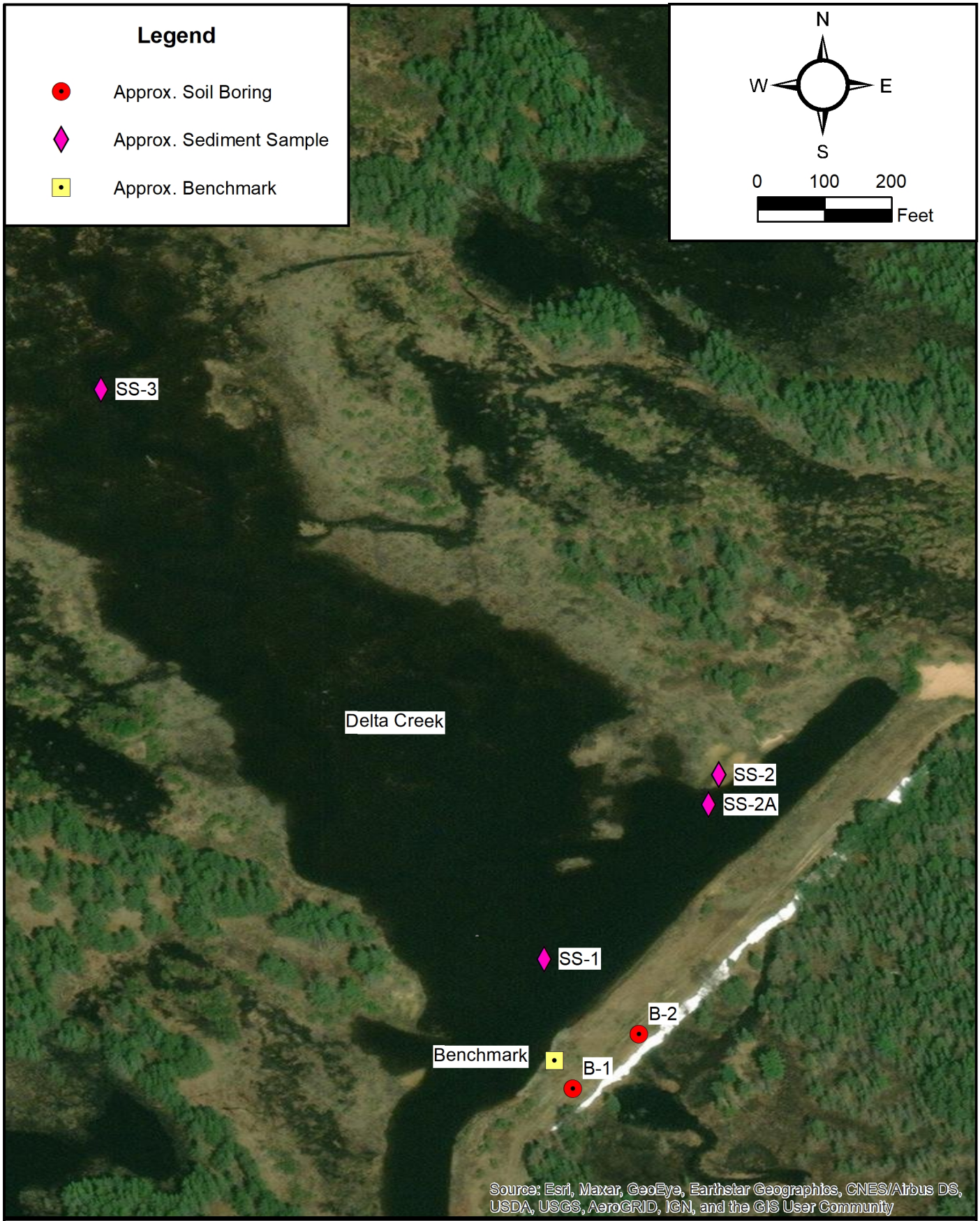


PROJECT LOCATION MAP



SITE LOCATION MAP

Coleman Engineering Company Iron Mountain • Ironwood • Negaunee • Green Bay www.coleman-engineering.com	Stanley Consultants Seney Wildlife Refuge Germfask Michigan	Project No: 200358	GIS File: WIW_WIQ.mxd
		Map Date: 11/29/23	Figure No: Fig 1



AS-DRILLED SOIL BORING LOCATION MAP

Coleman Engineering Company 635 Circle Drive • Iron Mountain, MI 49801 • Phone: 906-774-3440 200 East Ayer Street • Ironwood, MI 49938 • Phone: 906-932-5048	Stanley Consultants Seney Wildlife Refuge Germfask, Michigan	Project No: **200358** Map Date: **11/29/23**	GIS File: **BORELOC.mxd** Figure No: **Fig 2**

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: B-1

CLIENT: Stanley Consultants — 1 OF 2

BORING LOCATION: As-marked by GPS 46.205765957484° N., -86.032596473158° W. - See boring loc. dwg. — ELEV: 101.32 +/-

RIG TYPE: Diedrich D-50 ATV — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: 4-1/4" Hollow Stem Auger — BORING DEPTH: 21.5

DATE STARTED: 10/4/23 — DATE COMPLETED: 10/4/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE: Bentonite Chips / Native Soil Mix

SAMPLE NUMBER	SPT VALUES BLOWS/6"(N)	RECOVERY	LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS: +4 -4 -200	MOISTURE CONTENT (%)	LL PL	T (tsf)	q_a (tsf) q_u (tsf)
1	2-4-6 (10)	1.4		0	TOPSOIL 0.2'		101.3	4-1/4" Hollow Stem Auger 2" SPT Sampling 40# wt., 30" drop Auto Hammer					
				1	(POSSIBLE FILL) POORLY GRADED SAND, light brown, fine to medium, trace roots, moist								
				2									
2	3-3-3 (6)	1.5		3	...tan, layers of dark sediment approx. 1" thick								
				4									
3	1-1-1 (2)	1.5		5	...no roots, light gray to brown, damp		96.3						
				6									
				7									
4	2-1-2 (3)	1.5		8	...brown, fine to medium								
				9									
5	2-1/1' (-)	1.5		10	...dark brown to gray, fine to medium, organic odor, wet	▽	91.3						
				11				Driller's note: Samples wet 11.0' to 21.5'					
				12									
				13	(Possible Fill) ± 13.5'								
				14	(SP) POORLY GRADED SAND, dark gray, fine to medium, with roots, organic odor, wet, loose	▼							
6	1-1-7 (8)	1.5		15			86.3						
				16									
				17									
				18									
				19									
				20			81.3						

-AS-Auger Sample
-BS-Bag Sample
-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling 11.0
▼ after drilling 14.3
▼ after hours

BORING NO.: B-1

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: B-1

CLIENT: Stanley Consultants — 2 OF 2

BORING LOCATION: As-marked by GPS 46.205765957484° N., -86.032596473158° W. - See boring loc. dwg. — ELEV: 101.32 +/-

RIG TYPE: Diedrich D-50 ATV — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: 4-1/4" Hollow Stem Auger — BORING DEPTH: 21.5

DATE STARTED: 10/4/23 — DATE COMPLETED: 10/4/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE: Bentonite Chips / Native Soil Mix

SAMPLE NUMBER	SAMPLE SPT VALUES BLOWS/6"(N)	SAMPLE RECOVERY	SAMPLE LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS +4 -4 -200	TEST RESULTS MOISTURE CONTENT (%)	TEST RESULTS LL PL	TEST RESULTS T (tsf)	TEST RESULTS q_a (tsf) q_u (tsf)
7	6-6-9 (15)	1.5		20	(SP) POORLY GRADED SAND, brown, to dark gray, fine, no roots, organic odor, wet, medium dense		81.3						
				21	(Lacustrine) 21.5'								
				22	End of Boring								
				23									
				24									
				25			76.3						
				26									
				27									
				28									
				29									
				30			71.3						
				31									
				32									
				33									
				34									
				35			66.3						
				36									
				37									
				38									
				39									
				40			61.3						

-AS-Auger Sample
-BS-Bag Sample
-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling 11.0
▼ after drilling 14.3

▼ after hours

BORING NO.: B-1

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: B-2

CLIENT: Stanley Consultants — 1 OF 2

BORING LOCATION: As-marked by GPS 46.205989428820° N., -86.032327198996° W. - See boring loc. dwg. — ELEV: 100.83 +/-

RIG TYPE: Diedrich D-50 ATV — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: 4-1/4" Hollow Stem Auger — BORING DEPTH: 21.5

DATE STARTED: 10/4/23 — DATE COMPLETED: 10/4/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE: Bentonite Chips / Native Soil Mix

SAMPLE NUMBER	SPT VALUES BLOWS/6"(N)	RECOVERY	LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS: +4 -4 -200	MOISTURE CONTENT (%)	LL PL	T (tsf)	q_a (tsf) q_u (tsf)
1	2-2-3 (5)	1.5		0	TOPSOIL 0.2'		100.8	4-1/4" Hollow Stem Auger 2" SPT Sampling 40# wt., 30" drop Auto Hammer					
				1	(POSSIBLE FILL) POORLY GRADED SAND, tan, fine to medium, moist								
				2									
2	2-1-1 (2)	1.4		3	...damp								
				4									
3	1-1-1 (2)	1.5		5			95.8						
				6									
				7									
4	2-1-2 (3)	1.5		8	...brown								
				9									
5	3-3-3 (6)	1.5		10	...dark brown to gray, organic odor, wet	▽	90.8	Driller's note: Samples wet 10.0' to 21.5'					
				11		▼							
				12									
				13	(Possible Fill) ± 13.5'								
				14	(SP) POORLY GRADED SAND, dark gray, fine to medium, with organics, organic odor, wet, very loose								
6	2-1-2 (3)	1.0		15			85.8						
				16									
				17									
				18									
				19									
				20			80.8						

-AS-Auger Sample
-BS-Bag Sample
-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling 10.0
▼ after drilling 11.0
▼ after hours

BORING NO.: B-2

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: B-2

CLIENT: Stanley Consultants — 2 OF 2

BORING LOCATION: As-marked by GPS 46.205989428820° N., -86.032327198996° W. - See boring loc. dwg. — ELEV: 100.83 +/-

RIG TYPE: Diedrich D-50 ATV — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: 4-1/4" Hollow Stem Auger — BORING DEPTH: 21.5

DATE STARTED: 10/4/23 — DATE COMPLETED: 10/4/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE: Bentonite Chips / Native Soil Mix

SAMPLE NUMBER	SAMPLE SPT VALUES BLOWS/6"(N)	SAMPLE RECOVERY	SAMPLE LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS +4 -4 -200	TEST RESULTS MOISTURE CONTENT (%)	TEST RESULTS LL PL	TEST RESULTS T (tsf)	TEST RESULTS q_a (tsf) q_u (tsf)
7	3-2-3 (5)	1.5		20	(SP) POORLY GRADED SAND, dark gray to black, fine to medium, with organics, organic odor, wet, loose		80.8						
				21	(Lacustrine) 21.5'								
				22	End of Boring								
				23									
				24									
				25			75.8						
				26									
				27									
				28									
				29									
				30			70.8						
				31									
				32									
				33									
				34									
				35			65.8						
				36									
				37									
				38									
				39									
				40			60.8						

-AS-Auger Sample
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-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling 10.0
▼ after drilling 11.0

▼ after hours

BORING NO.: B-2

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: SS-1

CLIENT: Stanley Consultants — 1 OF 1

BORING LOCATION: As-marked by GPS 46.206296094276° N., -86.032715164813° W. - See boring loc. dwg. — ELEV:

RIG TYPE: Shovel — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: — BORING DEPTH: 0.0

DATE STARTED: 10/5/23 — DATE COMPLETED: 10/5/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE:

SAMPLE NUMBER	SAMPLE SPT VALUES BLOWS/6"(N)	SAMPLE RECOVERY	SAMPLE LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS +4 -4 -200	TEST RESULTS MOISTURE CONTENT (%)	TEST RESULTS LL PL	TEST RESULTS T (tsf)	TEST RESULTS q_a (tsf) q_u (tsf)
1		Bag		0	SILT, dark brown to dark gray, with organics, wet			Pool water sample					
				1	1.0' End of Soil Sample								
				2									
				3									
				4									
				5									
				6									
				7									
				8									
				9									
				10									
				11									
				12									
				13									
				14									
				15									
				16									
				17									
				18									
				19									
				20									

-AS-Auger Sample
-BS-Bag Sample
-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling
▼ after drilling

▼ after hours

BORING NO.: SS-1

COLEMAN ENGINEERING COMPANY
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IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: SS-2

CLIENT: Stanley Consultants — 1 OF 1

BORING LOCATION: As-marked by GPS 46.207050040390° N., -86.031998944658° W. - See boring loc. dwg. — ELEV:

RIG TYPE: Shovel — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: — BORING DEPTH: 0.0

DATE STARTED: 10/5/23 — DATE COMPLETED: 10/5/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE:

SAMPLE NUMBER	SAMPLE SPT VALUES BLOWS/6"(N)	SAMPLE RECOVERY	SAMPLE LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS +4 -4 -200	TEST RESULTS MOISTURE CONTENT (%)	TEST RESULTS LL PL	TEST RESULTS T (tsf)	TEST RESULTS q_a (tsf) q_u (tsf)
1		Bag		0	POORLY GRADED SAND, brown, fine to medium, damp			Pool bank soil sample					
				1	1.0' End of Soil Sample								
				2									
				3									
				4									
				5									
				6									
				7									
				8									
				9									
				10									
				11									
				12									
				13									
				14									
				15									
				16									
				17									
				18									
				19									
				20									

-AS-Auger Sample
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-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling
▼ after drilling

▼ after hours

BORING NO.: SS-2

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: SS-2A

CLIENT: Stanley Consultants — 1 OF 1

BORING LOCATION: Offset from sample SS-2, 1' below water surface - 46.2069281 N, -86.0320411 W - See boring loc. — ELEV:

RIG TYPE: Shovel — DRILL CREW: C. Kahl

DRILLING METHOD: — BORING DEPTH: 1.0

DATE STARTED: 10/17/23 — DATE COMPLETED: 10/17/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE:

SAMPLE NUMBER	SAMPLE SPT VALUES BLOWS/6"(N)	SAMPLE RECOVERY	SAMPLE LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS +4 -4 -200	TEST RESULTS MOISTURE CONTENT (%)	TEST RESULTS LL PL	TEST RESULTS T (tsf)	TEST RESULTS q_a (tsf) q_u (tsf)
1		Bag		0	POORLY GRADED SAND, brown, fine to medium, wet			Pool bank soil sample					
				1	1.0' End of Soil Sample								
				2									
				3									
				4									
				5									
				6									
				7									
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-AS-Auger Sample
-BS-Bag Sample
-RC-Rock-Core
-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling
▼ after drilling

▼ after hours

BORING NO.: SS-2A

COLEMAN ENGINEERING COMPANY
635 CIRCLE DRIVE
IRON MOUNTAIN, MICHIGAN 49801
Telephone: (906)-774-3440 Fax: (906)-774-7776

JOB NO.: 200358.GPJ

PROJECT: Seney Wildlife Refuge — BORING NO.: SS-3

CLIENT: Stanley Consultants — 1 OF 1

BORING LOCATION: As-marked by GPS 46.208626331148° N., -86.034527126661° W. - See boring loc. dwg. — ELEV:

RIG TYPE: Shovel — DRILL CREW: D. Ebidon / K. Carpenter / M. Sovey

DRILLING METHOD: — BORING DEPTH: 0.0

DATE STARTED: 10/5/23 — DATE COMPLETED: 10/5/23 — REVIEWED BY: J. Kacynski — DATE: 11/29/23

HOLE CLOSURE:

SAMPLE NUMBER	SAMPLE SPT VALUES BLOWS/6"(N)	SAMPLE RECOVERY	SAMPLE LEGEND	DEPTH (FT)	SOIL DESCRIPTION	WATER TABLE	ELEV (FT)	COMMENTS	TEST RESULTS +4 -4 -200	TEST RESULTS MOISTURE CONTENT (%)	TEST RESULTS LL PL	TEST RESULTS T (tsf)	TEST RESULTS q_a (tsf) q_u (tsf)
1		Bag		0	SILT, dark gray to black, with organics, wet			River water sample					
				1	1.0' End of Soil Sample								
				2									
				3									
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-AS-Auger Sample
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-MC-Macrocore
-PS-Piston Tube
-2SS-2" Split Spoon
-3SS-3" Split Spoon
-2ST-2" Shelby Tube
-3ST-3" Shelby Tube

▽ while drilling
▼ after drilling

▼ after hours

BORING NO.: SS-3

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. Contractor shall designate personnel to oversee the management of the Storm Water Pollution Prevention Plan (SWPPP) and installation/inspection/maintenance of Best Management Practices (BMP). Designated personnel will meet qualification and training documentation requirements of the General Permit.

1.02 GENERAL

A. Contractor shall apply, pay for, maintain, manage, and close out the Schoolcraft County Soil Erosion and Sedimentation Control (SESC) Permit and Michigan Department of Environment, Great Lakes, and Energy (EGLE) authorization to discharge stormwater associated with construction activity under the National Pollutant Discharge Elimination System prior to commencing construction. Permit must be closed out prior to final pay request.

B. Sedimentation and erosion control measures and requirements are described by several guidance documents. The documents and their general purpose are:
   1. Drawings – Type and location of sedimentation and erosion control measures used on Project.
   2. SWPPP Narrative – Description of sedimentation and erosion control measures used on Project.
   3. Michigan DOT Standard Specifications for Construction – Requirements to be followed in installation, implementation, maintenance, and removal of sedimentation and erosion control measures.
   4. National Pollutant Discharge Elimination Permit - General requirements regulating implementation of SWPPP.

C. This Specification is intended to provide additional information not included in the guidance documents.

D. In the event of conflict between these measures, requirements and pollution control laws, rules, or regulations of Federal, State or local agencies, the more restrictive measures, laws, rules or regulations shall apply.

E. Any additional erosion and sediment control measure required by Contractor to meet requirements of authorities having jurisdiction and/or permits shall be provided by and paid for by Contractor and no claims will be entertained by Government for said additional materials/work. Temporary erosion and sediment control measures shown on plans are minimum, and if more are required based on Contractor means and methods and/or additional requirements noted by authority having jurisdiction/permit, Contractor shall provide as needed at no additional cost to Government.

PART 2 PRODUCTS

2.01 MATERIALS

A. Provide erosion control as indicated on drawings.

PART 3 EXECUTION

3.01 OPERATIONS

A. Contractor shall schedule and conduct operations to minimize erosion of soils and to prevent silting and muddying of channel at the work site. Performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with earthwork or outlet construction operations or as soon thereafter as feasible.

B. The excavation and moving of soil materials should be scheduled so that the smallest possible area will be unprotected from erosion for the shortest time feasible.

C. Prevent accumulation of earth, siltation, or debris on adjoining public or private property from project site. Remove accumulation of earth or debris immediately and take remedial actions for prevention.

D. Sedimentation and erosion control measures will be placed prior to excavation or construction.

E. Sedimentation and erosion control measures will be placed in manner and at location per Best Management Practices (BMPs). Field adjust locations as necessary to accommodate topography and construction of the Work.

F. Prior to suspension of construction operations for any appreciable length of time, the Contractor shall shape the earthwork in a manner that will permit storm runoff with minimal erosion. Temporary erosion and sediment control measures including berms, barriers, check dams and silt fence shall be provided and maintained until work is completed.

G. Water discharged/pumped from Work area shall be treated and sediments removed prior to flowing into receiving waters.

H. Pollutants such as fuels, lubricants, raw sewage, or other harmful materials shall not be discharged into nearby ditches, rivers, storm sewer systems, or any other manmade channels leading thereto.

3.02 SILT FENCE INSTALLATION

A. Reject geotextile with defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

B. Construct the silt fence from a continuous roll of geotextile if possible. Cut to the length of the barrier to avoid joints. When joints are necessary, securely fasten the geotextile fabric. Overlap the material to the next post or wrap the geotextile together around posts.

END OF SECTION

1) Robert J. Jacobson
2) Kalene M. Kobs

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Material testing.

B. Riprap bedding layer.

C. Riprap.

1.02 RELATED REQUIREMENTS

A. Section 31 05 19-13 - Geotextile for Earthwork.

1.03 MEASUREMENT AND PAYMENT

A. Measurement and payment shall be lump sum.

1.04 INFORMATIONAL SUBMITTALS

A. Material test reports on abrasion, soundness, and specific gravity characteristic of bedding and riprap. Test reports conducted on materials from same ledge in same quarry within previous 10 years are acceptable.

B. Gradation test report on riprap bedding material.

C. Visual inspection report on sizes of riprap conducted by independent testing agency prior to loading at quarry.

PART 2 PRODUCTS

2.01 RIPRAP BEDDING LAYER

A. Use well-graded crushed stone or sand and gravel.

B. Gradation: Well-graded with 3" (75 mm) maximum, No. 4 (4.75 mm) sieve average, and not more than 15% passing No. 100 (150 µm) sieve.

C. Percent of loss shall not exceed:
AASHTO T96: 45%.
AASHTO T104: 20% (5-cycle of sodium sulfate solution).

D. Specific gravity: 2.50 minimum (ASTM C127).

2.02 RIPRAP

A. Use Class 1 Riprap as defined in Section 705 of US DOT Federal Highway Administration Standard Specifications for low water crossing layer.

Range of Rock Dimensions (inches)	Percent of Rock Equal or Smaller
9-15	100
7-11	85
5-8	50
3-6	15

B. Use Class 2 Riprap as defined in Section 705 of US DOT Federal Highway Administration Standard Specifications for riprap stabilized outlets.

Range of Rock Dimensions (inches)	Percent of Rock Equal or Smaller
15-21	100
11-15	85
8-11	50
6-8	15

PART 3 EXECUTION

3.01 FOUNDATION PREPARATION

A. Trim and dress areas to receive riprap to shape and dimensions shown on Drawings; maximum tolerance shall be ±3" (75 mm) from theoretical grade.

B. Areas below minus tolerance shall be filled and compacted with excavated material.

3.02 RIPRAP BEDDING LAYER

A. Place after excavation and grading has been completed, filter fabric installed, and area has been observed by Contracting Officer's Representative. Contractor's Independent Third-Party Testing Agency shall record the required information and provide to the Government. Government shall be notified five (5) business days prior to placement of riprap or bedding material.

B. Start placing bedding material at bottom of slopes.

C. Use placement methods which prevent segregation and sloughing of materials.

D. Any damage to foundation shall be repaired prior to proceeding with additional bedding placement.

E. Final section shall be reasonably uniform using hand placement where necessary.

3.03 RIPRAP

A. Place on top of layer of bedding material.

B. Start placing riprap at bottom of slope.

C. Use methods to prevent segregation and sloughing of materials down slope and produce reasonably well-graded mass of stone.

D. Place to full course thickness at one operation and in such a manner as to avoid displacing bedding material.

E. Larger stones shall be well distributed, and entire mass of stone shall conform approximately to gradation specified. Riprap shall be so placed and distributed that there will be no large accumulations of either larger or smaller sizes of stone.

F. Some roughness in surface is desirable to decrease velocity of water, but mass shall be fairly compact with all sizes of material placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to extent necessary to secure results specified.

END OF SECTION

1) Robert J. Jacobson
2) Kalene M. Kobs

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Aggregate surfacing including subgrade preparation, hauling, spreading, compacting, and material tests.

1.02 MEASUREMENT AND PAYMENT

A. Measurement and payment shall be lump sum.

1.03 QUALITY ASSURANCE

A. Provide testing of materials and field compaction.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aggregate surface shall be gravel, crushed gravel, crushed stone, or crushed slag, conforming to MDOT Class 23A dense graded-aggregate that meets the MDOT Standard Specifications for Construction requirements.

B. Low water crossing aggregate surface shall be gravel, crushed gravel, crushed stone, or crushed slag, conforming to MDOT Class 4AA coarse aggregate that meets the MDOT Standard Specifications for Construction requirements.

C. Percent of loss shall not exceed 45 in accordance with MTM 102.

D. Percent crushed shall be a minimum of 95 in accordance with MTM 117.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Prior to placing aggregate, prepare base in accordance with Section 31 22 00.

B. Surface shall be compacted to minimum of 95% of maximum dry density as determined by ASTM D698. If moisture content of aggregate is insufficient to permit specified compaction during rolling operations, add sufficient water to obtain specified compaction.

C. Provide laboratory test results indicating conformance to article "Materials."

D. Provide moisture density laboratory test conforming to ASTM D698.

E. In-place density tests: Perform at least 2 tests conforming to ASTM D1556 or ASTM D6938 on aggregate surfacing during course of work.

END OF SECTION

1) Robert J. Jacobson
2) Kalene M. Kobs

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Finish grading.

B. Seeding and fertilizing.

C. Erosion control.

D. Maintaining seeded areas until acceptance.

1.02 TEMPORARY FACILITIES

A. Water supply:
   1. Make necessary arrangements, at own expense, to ensure an adequate supply of potable water.
   2. Furnish necessary hose, equipment, attachments, and accessories for adequate watering of turf areas, as needed.

1.03 MEASUREMENT AND PAYMENT

A. Measurement and payment shall be lump sum.

1.04 QUALITY ASSURANCE

A. Supply producer's guaranteed statement of analysis for percentages of mixtures, purity, germination, weed seed content, inert material, net weight, year of production, and date and location of packaging of seed.

B. Supply manufacturer's guaranteed statement of analysis, types of nutrients, and weight of fertilizer.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed in original sealed packages bearing producer's guaranteed statement of analysis for percentages of mixtures, purity, germination, weed seed content, inert material, year of production, date, and location of packaging, and net weight. Packages shall be labeled in conformance to U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act, and seed laws of the State of Michigan. Seed that has become wet, moldy, or otherwise damaged will be rejected.

B. Fertilizer supplied in closed containers shall be delivered in waterproof bags showing weight, types of nutrients, and manufacturer's guaranteed statement of analysis.

C. Fertilizer supplied in bulk shall be accompanied by bill-of-lading giving weight, types of nutrients, and certificate of manufacturer's guaranteed statement of analysis, for each shipment.

D. Prior to stockpiling topsoil, treat growing vegetation with application of appropriate specified non-selective herbicide. Clear and grub existing vegetation three to four weeks prior to stockpiling topsoil.

PART 2 PRODUCTS

2.01 GROWING MEDIA

A. Fertilizer:
   1. Preplanting fertilizer: Dry commercial ready-mixed material, produced in pelleted or granular form; uniform in composition and free flowing.

2. Postplanting fertilizer: Dry commercial ready-mixed composition and free flowing. At least 50% of the total nitrogen shall be derived from ureaformaldehyde.

B. Limestone: Agricultural grade ground limestone having calcium carbonate equivalent of not less than 80%. Either pelleted or ground to such fineness that 40% will pass 60-mesh sieve and 90% will pass 8-mesh sieve.

2.02 SEED

A. Seed shall be seed of latest season's crop, State Certified by the State of Michigan.

B. Seed mixture shall be “Warm Season Grass Mix” for areas on the plans labeled “Warm Season Grass Mix” with the following mix composition or as approved by Seney Wildlife Refuge Manager to match other species present. See attachment for example seed mix.

Percent of Mix	Species
70.0	Avena sativa, variety not stated (Oats)
15.0	Schizachyrium scoparium, Fort Indiantown Gap-PA Ecotype (Little Bluestem, Fort Indiantown Gap-PA Ecotype)
5.0	Andropogon gerardii, ‘Niagara’ (Big Bluestem, ‘Niagara’)
5.0	Panicum virgatum, ‘Shelter’ (Switchgrass, ‘Shelter’)
5.0	Sorghastrum nutans, ‘Southlow’-MI Ecotype (Indiangrass, ‘Southlow’-MI Ecotype)

C. Seed mixture shall be “Wetland Mix” for areas on the plans labeled “Wetland Mix” with the following application rates or as approved by Seney Wildlife Refuge Manager to match other species present. This mix shall conform to Michigan EGLE’s Seeding BMP Table 1 Appropriate Seed Mixtures for Establishing Permanent Cover. See attachment for EGLE’s BMP document.

Seed Mix	Rate (lb/ac)
Tall Fescue	30
Redtop	2
Perennial Ryegrass	5

2.03 MULCH

A. Straw mulch: Stalks from harvested oats, wheat, rye, barley, or rice, and shall be in air-dry condition and free of noxious weed seeds, mold, and other objectionable material. Hay or chopped cornstalks are not acceptable.

2.04 TOPSOIL

A. On-site Topsoil: Surface soil stripped and stockpiled on site and oodified as necessary to meet the requirements specified for topsoil. When available topsoil must be existing surface soil stripped and stockpiled on-site in accordance with Section 31 22 00.

B. Off-site Topsoil: Conform to requirements specified. Additional topsoil must be furnished by the Contractor.

C. Composition: Containing 5-10 percent organic matter as determined by the topsoil composition tests of the organic carbon, 6A, Chemical Analysis Method described in DOA SSIR 42. Maximum particle size, 3/4” (19 mm), with maximum 3 percent retained on 1/4" (6 mm) screen. pH must be tested in accordance with ASTM D4972. Topsoil must be free of sticks, stones, roots, and other debris and objectionable materials. Other components must conform to the following limits:

Silt	25-50 percent
Clay	10-30 percent
Sand	20-35 percent
pH	5.5 to 7.0
Soluble Salts	600 ppm maximum

2.05 ACCESSORIES

A. Soil stabilizer: Nontoxic synthetic or organic tackifier, specially prepared for use as mulch tack.

PART 3 EXECUTION

3.01 FINISH GRADING

A. Grade to uniformly sloping surfaces and to elevations shown on Drawings.

B. Slope finish grade to provide positive surface drainage away from buildings and other structures.

C. Thoroughly till soil to a minimum depth of 4” (100 mm) by roto-tilling, disking, harrowing, or other method. Soil shall not be tilled when it is frozen, excessively wet or dry, or otherwise untillable.

D. Remove from site, all rocks, clods, roots, or other foreign materials larger than 1" in any dimension.

E. Finish grade shall be free of all holes, rills, or gullies caused by erosion or construction operations.

F. Finished ground level shall be firm to prevent sinkage pockets when watered.

3.02 FERTILIZING

A. Incorporate amendments into soil to an average depth of 1" by raking, rototilling, disking, harrowing, or other method.

B. Do not apply grass seed and fertilizer at same time, in same machine.

3.03 SEEDING

A. Turfed area: Establish turf on areas designated on Drawings.

B. Planting time:
1. Sow seed only at times of year when temperature, moisture, and climatic conditions will promote germination and plant growth.
2. No seed shall be sown during high winds, when soil is frozen or snow covered, or when soil is excessively wet or dry, or in any other condition unsatisfactory for planting.
3. Sow seed immediately after preparation of seedbed. At time of seeding, soil shall be friable, and moist but not muddy, with top 2" cleaned of stones or debris over 1" in any dimension. Soil surface shall be smooth and free of irregularities.

C. Sowing:
1. Method of sowing shall be hydroseeding
   a. Mix water, seed, and fertilizer to produce a homogenous slurry. Seed must be mixed to ensure broadcasting at the rate of 40 pounds per acre.
   b. Constantly agitate the seed-fertilizer mixture to keep seed mixed in uniform distribution in water slurry until pumped from tank.
      1) Apply slurry within one hour after seed is added to tank. Seed which is allowed to remain mixed in slurry for longer than one hour will not be accepted for use.

2) Application of prilled fertilizer with seed in single operation may be substituted for application of preplanting and postplanting fertilizer.

3.04 MULCHING

A. Apply mulch to seeded areas within 24 hours after seeding.

B. Seeded areas not designated to receive erosion control materials shall be mulched by one of following methods:
1. Apply straw mulch uniformly by hand, blower, or other equipment.
2. Apply straw to be anchored by pinning or crimping at rate of 90 lb/1,000 sq ft.
3. Apply straw to be anchored with soil stabilizer at rate of 70 lb/1,000 sq ft.

C. Anchoring:
1. Straw mulch may be anchored by pinning or crimping into soil with a straight serrated disk or other equipment.
2. Straw mulch may be anchored with soil stabilizer applied as film immediately after mulch is in place, or simultaneously with straw from blower equipment. Apply soil stabilizer in accordance with manufacturer's recommendations.
3. Wood cellulose fiber mulch may be anchored with soil stabilizer included in hydraulic mulch slurry. Apply soil stabilizer in accordance with manufacturer's recommendations.

3.05 TOPSOIL

A. Add topsoil to all disturbed areas that do not receive other surfacing. Provide 4” of topsoil to meet indicated finish grade. After areas have been brought to indicated finish grade, incorporate fertilizer into soil a minimum depth of 4” by disking, harrowing, tilling or other method approved by the Contracting Officer. Remove debris and stones larger than 3/4" in any dimension remaining on the surface after finish grading. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.

3.06 CLEANUP

A. Clean up daily during progress of Work and at completion.

B. Remove from Project site surplus materials and any debris resulting from turfing Work.

C. Turfed areas shall be neatly dressed and finished. Walks, paved areas, and adjacent walls and windows shall be flushed clean.

3.07 MAINTENANCE

A. Contractor assumes responsibility for proper care of turfed areas from time of completion of turfing operations on any part of project and for duration of turf establishment period. Turf establishment period shall be until native grasses develop and are established.

B. Costs of reseeding or remulching required because of faulty operations or negligence on part of Contractor shall be borne by Contractor. Any areas reseeded shall have turf establishment period beginning upon reseeding or resodding and of duration as hereinbefore specified.

C. Watering: Water turfed areas immediately after planting and thereafter as necessary to maintain adequate moisture for promotion of deep root growth. Water shall be applied in such a way that ruts will not be made in soil surface.

D. Fertilizing: Within 5 days of inspection and acceptance of turf, uniformly apply postplanting fertilizer.

E. Protection: Provide temporary protective fences, barriers, and signs where deemed necessary by Government.

F. Reseeding: When directed by the Government, reseed areas on which original seed has failed to grow. Reseeding shall be performed as specified herein for seeding, and in manner that will cause minimum disturbance to existing stand of grass.

G. Remulching: When directed by Government, remulch areas on which original mulch has eroded, washed, or blown off. Remulching shall be performed as specified herein for mulching, and in manner that will cause minimum disturbance to existing stand of grass.

3.08 ACCEPTANCE

A. Upon written request by Contractor, or expiration of establishment period, whichever comes first, Government will inspect turf areas.

B. At time of inspection, turf shall exhibit healthy, vigorous growth, shall be uniform in color and quality, and shall be reasonably free of weeds, diseases, or other visible imperfections.

C. At time of inspection, grassed area shall contain no bare spots greater than 2 sq ft in size.

D. Any turf areas not accepted by Government shall be replanted.

E. Upon final acceptance of turf area, remove temporary fences, barriers, and signs installed for protection of that area. Contractor will be relieved of further responsibility for care and maintenance of accepted area.

END OF SECTION

1) Kalene M. Kobs
2) Robert J. Jacobson

Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Water Resources Division

Seeding

Description

Seeding is the establishment of a temporary or permanent vegetative cover by planting seed. For the purposes of this best management practice (BMP), the terms “grass” and “turf” are used interchangeably.

This BMP does not address planting individual sprigs of grasses or other vegetation, referred to as “sprigging.” See the Trees, Shrubs, and Ground Covers BMP for information on this practice.

Other Terms Used to Describe

- Hydroseeding
- Vegetative Cover

Pollutants Controlled

Once established, turf helps keep soil on-site, absorbs nutrients, and allows groundwater recharge.

Application

Land Use: This BMP is applicable to all land uses.

Soil/Topography/Climate: Vegetative establishment is important on all exposed areas, but particularly on sloping terrain and areas adjacent to waterbodies or wetlands. It is also important in areas which frequently flood, or which are impacted by spring runoff or strong winds.

When to Apply: Apply seed immediately after grading and preparation of the seed bed is finished on each small segment of a construction project. Use mulch and/or soil erosion control blankets to keep seed in place until the vegetation is established.

Where to Apply: Apply on all construction or earth change sites which require temporary or permanent vegetative stabilization.

Relationship with Other BMPs

Seeding can be used in conjunction with almost all temporary and permanent soil erosion and sedimentation control measures. Apply any fertilizer or lime based on soil test results. See the BMP, Soil Management to Encourage Vegetation Growth. Use mulch in conjunction with seeding to ensure establishment of an effective vegetative cover.

Proper grading is needed to ensure the seed bed is adequate for seed application. See the "Site Preparation" section, below.

Specifications

Seed Selection

Select the proper species of seed following basic integrated pest management practices (see the Pesticide Management BMP). To reduce the amount of fertilizer, pesticides, or other inputs needed, choose adapted varieties based on environmental conditions, management level desired, and the intended use. Consider seed mixes that might be more adaptable than single species.

Seed mixtures for **permanent cover**: Consult Table 1 for appropriate seed mixtures and application rates for providing permanent cover (Exhibit 1). Various land use and minimum acceptable moisture conditions are represented in the first two columns of Table 1. Select conditions from these columns that most closely resemble the area being planted, then select a seed mix corresponding to those conditions. All seed application rates are provided in units of pounds per acre.

Note that some species that appear in the source material for Table 1 (USDA NRCS, 2018) are excluded here. Specifically, all references to and seed mixtures containing birdsfoot trefoil (*Lotus corniculatus*), crownvetch (*Coronilla varia* or *Securigera varia*), and white clover (*Trifolium repens*) are absent, because they are considered invasive. There are alternatives to some of these species. For example, alternatives to crownvetch include creeping phlox (*Phlox subulata*), goat's rue (*Tephrosia virginiana*), purple vetch *(Vicia americana*), and roundhead bush clover (*Lespedeza capitata*) (Indiana, undated).

Seed mixtures for **temporary cover**: Temporary vegetative cover is provided to protect spoil piles and large disturbed areas. Table 2 provides recommended seed types for establishing temporary vegetative cover (Exhibit 2).

Ensure that any proposed wildflower seeds or mixed don't contain any invasive or otherwise undesirable plant species. For example, some mixes might include purple loosestrife, which is an invasive species in Michigan, and is detrimental to native cattail populations. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) therefore does not recommend wildflower plantings unless the seed can be certified as being native to Michigan and is appropriate to the soil and other site conditions.

Timing

The proper time to seed depends on the climate of the area. For determining ideal seeding times, Michigan is split into three climatic zones. These zones are depicted in Figure 1 (Exhibit 3) and are referred to in Tables 2 and 3.

Table 3 provides recommended seeding date ranges for establishing permanent cover, for both the growing season, and dormant seeding (Exhibit 4). Dormant seeding is done after the normal growing season, using seed which will lay dormant in the winter but start growing as soon as soil conditions are favorable. Use perennial grasses for all permanent cover.

Table 2 provides recommended seeding date ranges for establishing temporary cover. Note that the plant species listed in the table are all annual grasses, which is the recommended plant type for providing temporary cover. Seed mixtures for temporary cover typically include cereal rye or wheat, which grow better after overwintering, through a process called vernalization.

Dormant seeding is completed in the late fall, typically after the soil temperature remains consistently below 50°F. This is appropriate if construction on a site is completed in the fall, but seed was not planted prior to normal growing season seeding dates. Since the initial soil temperature for seed germination is approximately 50°F, the intent of this practice is that germination not occur until spring. Use perennial grass species for all dormant seeding. Extra cereal rye, a cool-season annual grass, can be added to attempt to get some fall growth.

Site Preparation

Consider protecting seeded areas from pedestrian access using construction barriers.

Where possible, divert concentrated flows away from the seeded area at least until the vegetation is established. Follow specifications in the Diversions BMP.

Conduct soil tests to determine nutrient and pH content. Depending on the results of soil tests, soil management to encourage vegetation growth might be necessary to adjust the pH to between 6.5 and 7.0 (for most conditions). For all lime, fertilizer, and other soil amendments, follow the specifications of the BMP, Soil Management to Encourage Vegetation Growth. Note that sandy loam, loam, and silt loam are the preferred soils for seeding. Consider incorporating these soils into the seedbed.

Prepare a three (3)- to five (5)-inch deep seedbed, with the top three (3) to four (4) inches consisting of topsoil. Place the seedbed at the proper grade.

Ensure that the seedbed is firm but not compact, and that the top three inches of soil are loose, moist, and free of large clods and stones. For most applications, rake and remove all stones larger than two (2) inches in diameter, roots, litter and any foreign matter. Ensure that the topsoil surface is in reasonably close conformity to the lines, grades, and cross sections shown on the grading plans.

Roughen any slopes steeper than 3H:1V.

Planting

Apply seed as soon after seedbed preparation as possible, when the soil is loose and moist. If the seedbed has been idle long enough for the soil to become compact, harrow the topsoil with a disk, a spring-tooth drag, a spike-tooth drag, or other equipment designed to condition the soil for seeding. Harrow horizontally across the face of the slope.

Always apply seed before mulch.

Apply seed at the appropriate rate, such as those specified in Tables 2 and 3, using calibrated spreaders, cyclone seeders, mechanical drills, or hydroseeders.

Incorporate broadcast seed into the soil by raking or chain dragging, or otherwise floated, then lightly compacted to provide good seed-soil contact.

For hydroseeding operations:

- Apply seed at the recommended rate. If no rate is provided, use 150 to 200 pounds per acre.
- Use two (2) tons per acre straw mulch, unless otherwise recommended. Use three (3) tons per acre when dormant.
- If using recycled newsprint, follow specifications in the Mulching BMP. Protect all newly seeded areas from erosive forces by using mulch.

For grass species that can't be planted with seed, plant by sprigging or sodding. See the Trees, Shrubs and Ground Covers BMP for information on sprigging, and the Sodding BMP for information on that practice.

Dispose of excess topsoil following specifications in the Spoil Piles BMP.

Maintenance

Inspect newly seeded areas frequently for the first few months to ensure the grass is growing. If seeded areas are damaged due to runoff, additional storm water measures might be needed. Spot seeding can fill in small bare spots where the grass has not grown properly.

After the vegetation is well established:

- Remove construction barriers.
- Water the grass following specifications in the Lawn Maintenance BMP.
- If the grass is to be mowed, keep it to a height appropriate for the species selected and the intended use. Follow mowing specifications in the Lawn Maintenance BMP.
- Collect and analyze occasional soil samples to determine if the soil is appropriately fertilized. Follow the procedures in the BMP, Soil Management to Encourage Vegetation Growth.
- Control pests following specifications in the Pesticide Management BMP.
- Refer to the Lawn Maintenance BMP for determining how to improve unhealthy turf.

Exhibits

Exhibit 1: Table of seed mixtures for permanent cover: Modified from Michigan Common Seeding Tables – Section 4, Table 2, USDA NRCS.

Exhibit 2: Table of seed mixtures for temporary cover: Modified from Michigan Common Seeding Tables – Section 4, Table 4, USDA NRCS.

Exhibit 3: Map of Michigan's three climatic zones: Based on Michigan Common Seeding Tables – Section 4, Table 4, USDA NRCS.

Exhibit 4: Table of seeding times for permanent cover for each of Michigan's climatic zones: Modified from Michigan Common Seeding Tables – Section 4, Table 6, USDA NRCS.

This publication is intended for guidance only and could be impacted by changes in legislation, rules, policies, and procedures adopted after the date of publication. Although this publication makes every effort to teach users how to meet applicable compliance obligations, use of this publication does not constitute the rendering of legal advice.

Literature Cited

State of Indiana (Indiana). Undated. *Invasive Plant Species Fact Sheet: Crown Vetch*. Invasive Plant Species Assessment Working Group.

United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). 2018. *Michigan Common Seeding Tables*. Prepared by Jerry Grigar, CCA, NRCS State Agronomist, Michigan.
(The link provided was broken and has been removed.)

Exhibit 1

Table 1. Appropriate Seed Mixtures for Establishing Permanent Cover

Suitable Uses[1]	Minimum Drainage[2]	Seed Mix	Rate (lb/ac)	Note
CA, CO, HU, WW	MWD	Creeping Red Fescue	40	
CA, CO, HU	MWD	Creeping Red Fescue Kentucky Bluegrass	20 20	For waterways, if management as a lawn.
CA, CO, FR, HU, WW	SPD	Creeping Red Fescue Tall Fescue Kentucky Bluegrass Perennial Ryegrass	25 20 5 5	On soils which have higher clay content, increase Tall Fescue and reduce Creeping Red Fescue.
CA, CO, HU	PD	Creeping Red Fescue Redtop Smooth Bromegrass Perennial Ryegrass	20 1 20 5	
CA, CO, HU, WW	SPD	Tall Fescue Smooth Bromegrass	15 15	
CA, WW	MK, SPD	Tall Fescue Redtop Perennial Ryegrass	30 2 5	For close mowing and for waterways with < 2.0 ft/sec velocity.
WW	SPD	Tall Fescue Smooth Bromegrass	20 20	
WW, CA	MWD	Smooth Bromegrass	30	
WW	SPD	Smooth Bromegrass Red Top Perennial Ryegrass	25 2 5	
Sand Dune Areas	MWD	Big Bluestem Prairie Sandreed Little Bluestem	5 5 5	Plant after sand is stabilized with beach grass (2 years).
Sandy areas subject to blowing	WD	American Beachgrass	Planted as Plugs	
CA, CO, HU	SPD	Switchgrass Perennial Ryegrass Ladino Cover Orchard Grass	2 5 3 1	
CA, CO	MWD	Big Bluestem Little Bluestem Switchgrass	2 2 2	
FR	MWD	Orchard Grass Ladino Clover Red Top	8 2 3	
CO, CA, FR	MWD	Creeping Red Fescue Perennial Ryegrass Red Clover	20 6 3	

(Table 1 continued on next page.)

Exhibit 1 (continued)

Table 1. Appropriate Seed Mixtures for Establishing Permanent Cover (continued)

Suitable Uses[1]	Minimum Drainage[2]	Seed Mix	Rate (lb/ac)	Note
FR	MWD	'Lathco' Flatpea Perennial Ryegrass	30 20	For shaded woodland.
FR	MWD	'Lathco' Flatpea Tall Fescue	20 20	For shaded woodland.
FR	MWD	Orchard Grass Ladino Clover Redtop	10 2 3	For wood edges and openings.

Source: USDA NRCS, 2018. Section 4, Table 2.

Notes 1. Suitable use codes:
CA = critical areas
CO = construction areas
FR = forestry harvest trails and landing sites
HU = heavy-use areas
WW = waterway-type areas

2. Minimum drainage codes:
MK = muck soils
MWD = moderately well drained
PD = poorly drained
SPD = somewhat poorly drained
WD = well drained

Exhibit 2

Table 2: Seeding for Temporary Vegetation Cover Types

Plant Type	Planting Zone[1]			Seeding Rate	
	1. Upper Peninsula	2. Northern Lower Peninsula	3. Southern Lower Peninsula	Pounds Per 1,000 Square Feet	Pounds Per Acre
Buckwheat	6/15 to 7/15	6/1 to 7/15	6/1 to 7/15	2	75
Cereal Rye	8/1 to 10/1	8/1 to 10/10	8/1 to 10/15	3	120
Oats	5/1 to 8/1	4/15 to 8/1	4/1 to 9/15	2	96
Perennial Ryegrass	8/1 to 10/1	6/1 to 8/1	8/1 to 10/15	0.5	20
Sudangrass	Not Recommended	6/1 to 7/15	6/1 to 7/15	1	40
Wheat	9/10 to 10/1	9/10 to 10/1	9/20 to 10/15	3	120

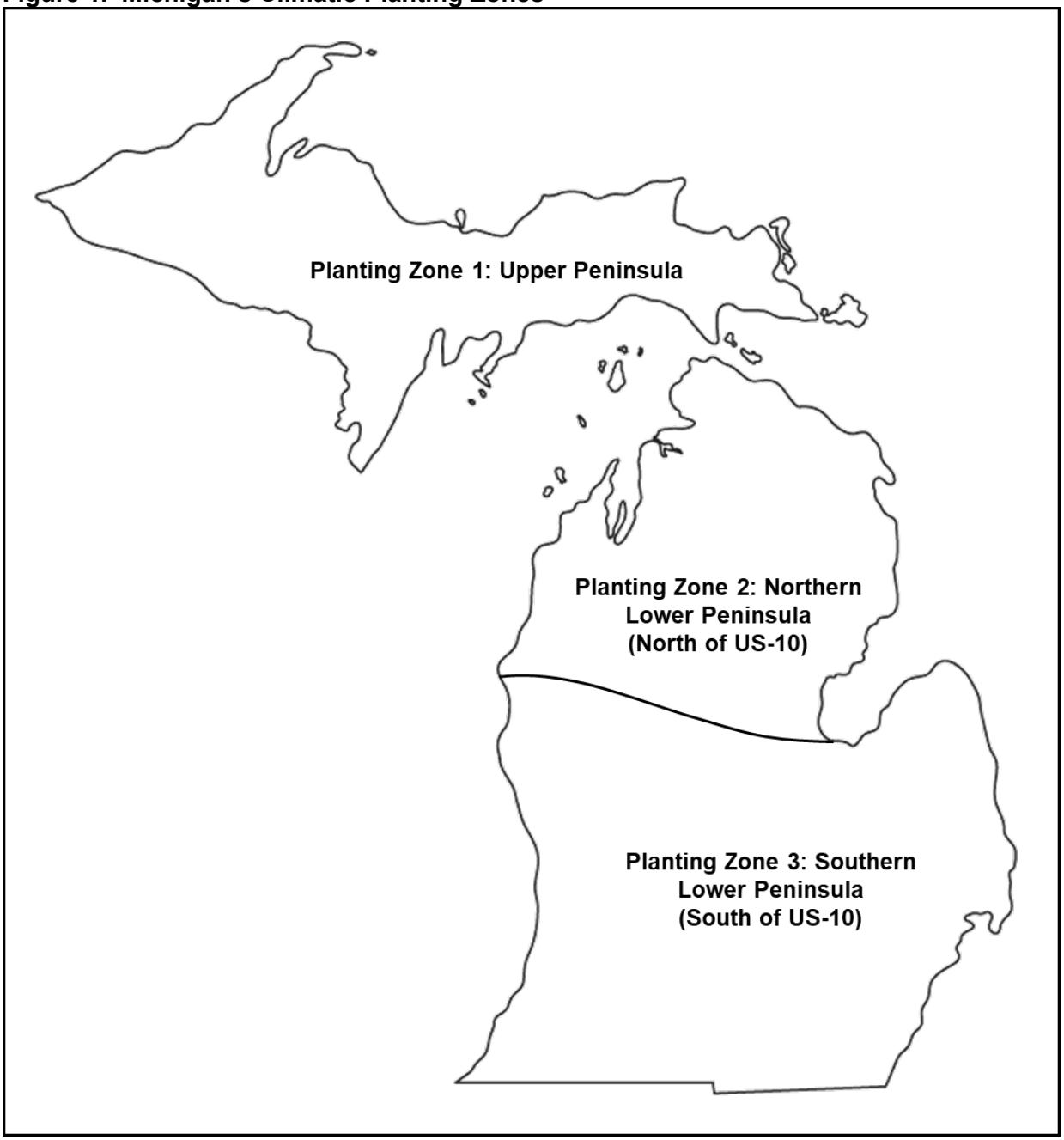
Source: USDA NRCS, 2018. Section 4, Table 4.

Note

1. Refer to Figure 1 (Exhibit 3) for a depiction of the three planting zones in Michigan.

Exhibit 3

Figure 1. Michigan's Climatic Planting Zones



Source: USDA NRCS, 2018.

Exhibit 4

Table 3: Seeding Date Ranges for Permanent Vegetation Cover

Planting Zone[1]	With Irrigation and/or Mulch[2]	Without Irrigation or Mulch	Dormant Seeding with Mulch[3]
1. Upper Peninsula	5/1 to 9/10	5/1 to 6/15 or 8/1 to 9/20	10/25 to freeze-up
2. Northern Lower Peninsula	5/1 to 9/20	5/1 to 6/10 or 8/1 to 9/20	10/25 to freeze-up
3. Southern Lower Peninsula	4/1 to 8/1	4/1 to 5/20 or 8/10 to 10/1	11/1 to freeze-up

Source: USDA NRCS, 2018. Section 4, Table 6.

Notes

1. Refer to Figure 1 (Exhibit 3) for a depiction of the three planting zones in Michigan.

2. Seed and mulch grassed waterways by September 15.

3. Dormant seeding can be done in the late fall so that it germinates in the spring. Do not seed when the ground is frozen or snow-covered. Do not use dormant seeding on grassed waterways. Mulch all dormant seeding.

Warm Season Grass Mix

Mix Composition

70.0% *Avena sativa, Variety Not Stated* (Oats, Variety Not Stated)
15.0% *Schizachyrium scoparium, Fort Indiantown Gap-PA Ecotype* (Little Bluestem, Fort Indiantown Gap-PA Ecotype)
5.0% *Andropogon gerardii, 'Niagara'* (Big Bluestem, 'Niagara')
5.0% *Panicum virgatum, 'Shelter'* (Switchgrass, 'Shelter')
5.0% *Sorghastrum nutans, 'Southlow'-MI Ecotype* (Indiangrass, 'Southlow'-MI Ecotype)

General Product Information:

The perennial warm season grasses (which take 1-2 years to establish) are combined with cool season grain to provide immediate cover and act as a companion crop. The grain matures quickly during the cool wet season and goes dormant during a hot dry period, which allows the native grasses to develop into long-term grass cover. Seed from October-May in full sun and well-drained soils. Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.

Product Categories:
Uplands & Meadows
Height: 2.0 – 10.0 Ft
Seeding Rate: 40 lb per acre

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe culverts

1.02 MEASUREMENT AND PAYMENT

A. Measurement and payment shall be lump sum.

1.03 INFORMATIONAL SUBMITTALS

A. Submit certificates of compliance for materials as specified.

B. Signed and sealed drawings and design calculations for the Box Culvert.

PART 2 PRODUCTS

2.01 MATERIALS

A. Class IV Reinforced concrete pipe (RCP): AASHTO M170. Diameter and class shown on Drawings.

B. Standard flared end sections (FES), when called for on Drawings, shall be of same material as pipe to which they are attached.

C. Concrete Box Culvert (RCB): ASTM C1577. Size shown on drawings.

D. Concrete Wingwalls and Dropwalls: AASHTO LRFD Bridge Design Specifications

PART 3 EXECUTION

3.01 RCP CULVERT INSTALLATION

A. Execute Work in the dry; provide pumping or drainage necessary to completely remove water from work area.

B. Commence at lowest point in line.

C. Contractor to refer to the plan set for culvert design requirements including but not limited to: slope, inverts, and cover.

D. Bedding: Provide firm, compacted foundation of uniform density throughout length of pipe; shape to provide full bearing contact for lower quadrant of pipe. Foundation shall be free from clods, frozen lumps, rocks, roots, or other foreign material. See Section 31 23 00 Part 2.01.

E. Keep pipe clean of dirt and foreign material. Protect pipe from damage at all times.

F. Seal joints in RCP culverts with preformed flexible gasket or mastic joint sealer. When mastic joint sealer is used, completely fill joint with material after pipes have been brought together. Push or pull each section of pipe as tight as reasonably possible to section in place to ensure tight joints.

G. Fill handling holes in RCP culverts with a precast plug, seal, and cover with mastic or mortar.

H. Backfilling: See Section 31 23 00 Part 2.02 for RCP backfilling requirements.

I. Carry hand-compacted backfill sufficient height above top of pipe to eliminate possibility of damage to pipe by equipment.

J. Re-lay culvert sections showing signs of settlement or poor horizontal or vertical alignment.

3.02 CONCRETE BOX CULVERT AND WINGWALL DESIGN AND INSTALLATION

A. Design and install box culverts, wingwalls, and dropwalls in accordance with Michigan Department of Transportation (MDOT) Specification Section 406: Precast Three-Sided, Arch, and Box Culverts.

B. Contractor is required to provide signed and sealed drawings and designs for a concrete box culvert by a structural engineer licensed in the state of the project.

C. General
1. Construct the wingwalls for precast concrete box culverts with a positive connection to the adjoining precast section as shown on approved working drawings.
2. Remove spurs, fins, and excess concrete at joints without spalling. Fit joint to joint without excessive force to prevent damage.
3. Lay the culvert sections in stages to coincide with maintaining traffic, dewatering, temporary pumping, and part width phased construction sequencing and as approved by the Contracting Officer's Representative.
4. Place backfill in accordance with MDOT subsection 206.03. Place and compact backfill on opposite sides of the culvert at the same time so backfill levels on opposite sides do not differ by more than 2'. Hand compact backfill within 1' of the structure. Use vibratory compactors meeting the culvert fabricator's specifications.
5. Install sheeting in accordance with MDOT subsection 704.03.B. The Contractor is responsible for construction traffic on the culvert.

D. Box Culvert Installation
1. Unless otherwise shown on the plans, construct culvert bedding for box culverts by placing a 9" thick layer of coarse aggregate 6A, with 80% minimum crushed material, or 46G aggregate, covered with a 3" thick layer of 34G, 34R, 26A aggregate, or approved equal. If unstable soil conditions or obstructions other than rock require excavation of the trench below the elevation shown on the plans, undercut, backfill, and compact the trench as directed by the EOR for the box culvert and/or the Contractor's Third-Party Testing Agency Geotechnical Engineer. If additional work is required by the EOR in order to prepare the foundations for the box culvert is due to an unforeseen site condition, then Contractor should submit a claim to the CO for the additional cost/time required in accordance with FAR Part 52.236-2 Differing Site Conditions clause. See MDOT Standard Specifications for Construction for material requirements.
2. Install a gasket in the joint between the box culvert sections during placement using closed-cell butyl rubber extrusion type gaskets in accordance with ASTM C990. Use the gasket sizes and installation methods recommended by the manufacturer and approved by the Contracting Officer's Representative.
3. Make completed joints watertight. If the joint is not watertight, create a watertight seal at no additional cost to the Government.

END OF SECTION

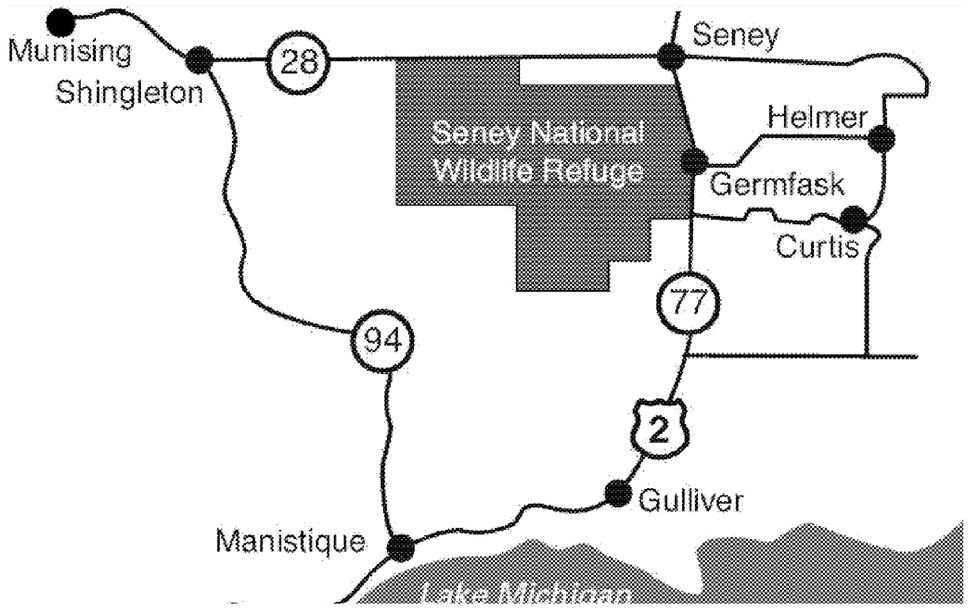
1) Robert J. Jacobson
2) Kalene M. Kobs

SENEY
NATIONAL WILDLIFE REFUGE
DELTA CREEK DAM DECOMMISSIONING

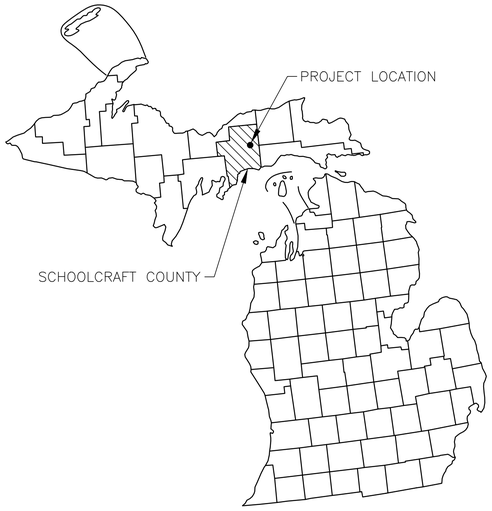
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
MIDWEST REGION NO.3

PROJECT NUMBER:
23-RF-010

Infrastructure Management Division
5600 American Blvd. West, Suite 990
Bloomington, MN 55437-1458



VICINITY MAP
NO SCALE



COUNTY MAP
NO SCALE

DRAWING INDEX

SHT NO.	DESCRIPTION	CADD NAME
1	COVER SHEET, VICINITY/LOCATION MAPS AND DRAWING INDEX	SNY1001G4
2	LEGENDS, ABBREVIATIONS, SYMBOL, AND GENERAL NOTES	SNY1002G4
3	SITE SURVEY	SNY1003C6
4	SITE SURVEY	SNY1004C6
5	OVERALL SITE PLAN & KEY PLAN	SNY1005C0
6	DEMOLITION AND SWPPP–DELTA CREEK DAM	SNY1006D0
7	DEMOLITION AND SWPPP–DRIGGS RIVER RD	SNY1007D0
8	GRADING AND RESTORATION PLAN–DELTA CREEK DAM	SNY1008C0
9	GRADING AND RESTORATION PLAN–DRIGGS RIVER RD	SNY1009C0
10	PROFILE SECTION	SNY1010C2
11	CROSS SECTIONS	SNY1011C2
12	SWPPP DETAILS	SNY1012C2
13	CIVIL DETAILS	SNY1013C2
14	CIVIL DETAILS	SNY1014C2
15	CIVIL DETAILS	SNY1015C2
16	STORM SEWER PROFILES	SNY1016W1
17	LIMITS OF PROPOSED FILL–DELTA CREEK DAM	SNY1017C0

GENERAL DRAWING NOTE:
THE U.S. FISH AND WILDLIFE SERVICE, REGION 3 CADD DRAWINGS ARE DRAWN ON A 22" X 34" STANDARD "D" SIZE SHEET (FULL SIZE) 100%, WHEN PLOTTING DRAWINGS AT DIFFERENT PERCENTAGES BAR SCALES ON DRAWINGS SHALL BE USED FOR MEASURING.

N

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

01

Stanley Consultants INC.
www.stanleyconsultants.com

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

FOR BIDDING PURPOSES ONLY
02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY MICHIGAN
DELTA DAM DECOMMISSIONING
COVER SHEET, DRAWING INDEX, LOCATION MAPS

PROJECT NUMBER: 23–RF–010

DESIGNED: KMK	DRAWN: JAS	DATE: 1/29/25	CHECKED: WCE
CADD: SNY1001G4	DRAWING NO: 3R–MI–180–1001		SH 1 OF 17

PLOT DATE: Feb 12, 2026 – 11:24am
DWG NAME: SNY1001G4.dwg
DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\

PLOT DATE: Feb 12, 2026 - 11:24am

DWG NAME: SNY1002G4.dwg

DRAWING STATUS:

PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\

GENERAL NOTES:

1. DESIGN BASED ON SURVEY INFORMATION PROVIDED BY COLEMAN ENGINEERING COMPANY.

2. SURVEY DATE: 10/16/2023

   ALL ELEVATIONS SHOWN ARE NAVD 88.
   THE HORIZONTAL DATUM FOR THIS PROJECT IS MICHIGAN STATE PLANE, NORTH ZONE, INTERNATIONAL FEET.
   SURVEY IS SUPPLEMENTED WITH 2019 MICHIGAN LIDAR DATA.

3. ALL WORK TO CONFORM TO LOCAL AND STATE CODES

4. MAINTAIN ACCESS TO SITE AND SITE FACILITIES FOR OWNER, CONTRACTING OFFICERS REPRESENTATIVE, OTHER CONTRACTORS AND EMERGENCY PERSONNEL DURING CONSTRUCTION. SITE SHALL BE CLOSED TO THE PUBLIC DURING CONSTRUCTION.

5. MAINTAIN DRAINAGE, BOTH SURFACE AND SUBSURFACE, THROUGHOUT CONSTRUCTION.

6. NO UNDERGROUND UTILITIES ARE KNOWN TO EXIST IN THE VICINITY OF THE EXCAVATION.

7. AT LEAST 3 DAYS BEFORE BEGINNING EXCAVATION THE CONTRACTOR SHALL CONTACT MISS DIG TO LOCATE UNDERGROUND UTILITIES OR VERIFY THAT NO UTILITIES EXIST IN THE AREA OF PROPOSED EXCAVATION. PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

8. PRIOR TO BACKFILLING, THE CONTRACTOR'S THIRD PARTY TESTING AGENCY MUST BE CONTACTED TO OBTAIN, RECORD, AND PROVIDE TO CONTRACTING OFFICERS REPRESENTATIVE THE IN PLACE LOCATION AND ELEVATION OF PIPES AND STRUCTURES. NOTIFY THE GOVERNMENT FIVE (5) BUSINESS DAYS PRIOR TO BACKFILLING.

9. FURNISH AND INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THESE SHEETS, THE STORM WATER POLLUTION PREVENTION PLAN AND THE SPECIFICATIONS.

10. PROVIDE APPROPRIATE EROSION CONTROL AT ALL DISTURBED AREAS ON SITE. CONTROLS SHALL REMAIN IN PLACE UNTIL FINAL VEGETATION IS ESTABLISHED.

11. CONTOURS AND ELEVATIONS SHOWN ARE TO TOP OF FINISHED SURFACE.

12. ALL EARTH SLOPES SHALL BE 3:1 OR FLATTER UNLESS NOTED OTHERWISE.

13. SLOPE EXCAVATIONS UNIFORMLY TO INDICATED ELEVATIONS, AND TO PROVIDE POSITIVE DRAINAGE. NOTIFY THE GOVERNMENT'S REPRESENTATIVE OF ANY CONFLICTS IMMEDIATELY.

14. SITE ACCESS IS LIMITED TO ONE ROUTE ON GRAVEL REFUGE ROADS. ACCESS MUST BE COORDINATED WITH THE GOVERNMENT PRIOR TO BEGINNING WORK. BRIDGE REPORTS FOR BRIDGES ALONG ACCESS ROADS ARE AVAILABLE UPON REQUEST.

FIELD MEASUREMENT NOTES:

1. ALL DIMENSIONS OF EXISTING CONSTRUCTION ARE APPROXIMATE; MAKE ALL NECESSARY FIELD MEASUREMENTS OF EXISTING STRUCTURES, BREECHING AND EQUIPMENT TO VERIFY DIMENSIONS SHOWN ON DRAWINGS AND TO PROVIDE DIMENSIONS NOT SHOWN, PRIOR TO FABRICATION. COSTS FOR MODIFICATIONS OF NEW CONSTRUCTION, DUE TO LACK OF CONFIRMATION OF DIMENSIONS BY FIELD MEASUREMENTS SHALL BE BORNE BY CONTRACTOR.

CIVIL NOTES:

1. PREVENT SILT AND DEBRIS RESULTING FROM WORK BEING DEPOSITED INTO WATERWAYS AND ROADWAYS. COSTS INCURRED FOR ANY NECESSARY REMEDIAL ACTION BY THE GOVERNMENT MUST BE PAYABLE BY THE CONTRACTOR.

2. PREVENT DAMAGE TO EXISTING WORK WHICH REMAINS, REPAIR OR REPLACE EXISTING CONDITIONS OR AREAS DAMAGED OR ALTERED DUE TO THE CONSTRUCTION, TO EQUAL OR BETTER CONDITION AT NO COST TO THE GOVERNMENT. THIS INCLUDES ALL ACCESS ROADS TO THE SITE.

3. PROVISIONS MUST BE MADE TO PREVENT SURFACE WATERS FROM DAMAGING THE CUT FACE OF AN EXCAVATION OR THE SLOPED FACE OF A FILL.

4. WHERE APPLICABLE AND FEASIBLE, THE MEASURES TO CONTROL EROSION AND OTHER POLLUTANTS MUST BE IN PLACE BEFORE ANY EARTH-MOVING PHASE OF THE GRADING COMMENCES.

5. SLOPES AND EXPOSED AREAS MUST BE SODDED OR PLANTED AS SOON AS FINAL GRADES HAVE BEEN ESTABLISHED. PLANTING MUST NOT BE DELAYED UNTIL GRADING WORK HAS BEEN COMPLETED. GRADING TO FINAL GRADE MUST BE CONTINUOUS. ANY AREA WITHIN WHICH WORK HAS BEEN INTERRUPTED OR DELAYED MUST BE PLANTED.

6. LIMITS OF THE AREA TO BE CLEARED, GRUBBED, AND/OR GRADED MUST BE FLAGGED BEFORE COMMENCEMENT OF GRADING WORK.

7. TEMPORARY EROSION CONTROL PROCEDURES MUST BE SUBMITTED TO THE CONTRACTING OFFICER PRIOR TO APPLICATION FOR THE GRADING PERMIT.

8. EXPOSED AREAS THAT ARE NOT AT FINAL GRADE AND ARE LEFT EXPOSED LONGER THAN TWO (2) WEEKS MUST BE PROTECTED FROM EROSION AND SEDIMENTATION TO THE SATISFACTION OF THE CONTRACTING OFFICER.

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE:

1. INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND FOLLOWING ANY RAINFALL EVENT OF 0.5" OR GREATER.

2. KEEP EROSION CONTROL MEASURES MAINTAINED IN WORKING ORDER. IF REPAIR IS NECESSARY, INITIATE REPAIRS WITHIN 24 HOURS AFTER THE INSPECTION.

3. PROMPTLY AFTER EACH INSPECTION, PREPARE A MAINTENANCE INSPECTION REPORT.

4. THE CONTRACTOR MUST SELECT A MINIMUM OF ONE PERSON TO BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.

5. PERSONNEL SELECTED FOR THE INSPECTION AND MAINTENANCE RESPONSIBILITIES MUST RECEIVE TRAINING FROM THE CONTRACTOR. THEY MUST BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ON-SITE IN GOOD WORKING ORDER.

6. MINIMIZE THE AREA OF LAND TO BE GRADED AT ANY ONE TIME DURING DEVELOPMENT OR CONSTRUCTION. GRADED AREAS CANNOT REMAIN UNSTABILIZED FOR A PERIOD EXCEEDING FOURTEEN DAYS EXCEPT WHERE THE AREA WILL BE DISTURBED WITHIN 21 DAYS AFTER LAST DISTURBANCE.

7. ALL DISTURBED AREAS, SLOPES, CHANNELS, DITCHES AND BANKS MUST BE STABILIZED AS SOON AS POSSIBLE AFTER THE FINAL GRADE HAS BEEN COMPLETED, BUT NOT LATER THAN 14 DAYS AFTER COMPLETION OF FINAL GRADE.

8. STORMWATER RUNOFF FROM DISTURBED AREAS OF A PROJECT MUST BE COLLECTED AND DIVERTED TO FACILITIES FOR REMOVAL OF SEDIMENT PRIOR TO DISCHARGE TO ANY SURFACE OR MAIN WATERS OF THE TERRITORY.

9. PROVIDE CONCRETE WASHOUT AREA FOR PROJECT.

10. PROVIDE COVER OR APPROPRIATE TEMPORARY STABILIZATION FOR STOCKPILES UNUSED FOR 14 OR MORE DAYS.

11. INSPECT EACH SEDIMENTATION BASIN FOR ACCUMULATED SEDIMENT AFTER RAINFALL EVENTS EXCEEDING 0.5". REMOVE AND DISPOSE OF SEDIMENT AS NECESSARY TO MAINTAIN SPECIFIED MINIMUM VOLUME OF EACH BASIN. MINIMUM SEDIMENT TRAP VOLUME INDICATED FOR THE 1.5" RAINFALL EVENT PRIOR TO VEGETATION ESTABLISHMENT. THE SPECIFIED VOLUMES REPRESENT THE AREA BENEATH THE BASIN SPILL CREST.

ENVIRONMENTAL PROTECTION:

1. ALL CONSTRUCTION ACTIVITIES MUST BE IN CONFORMANCE WITH APPLICABLE FEDERAL LAWS, REGULATIONS, ORDINANCES AND ALL APPLICABLE STATION REQUIREMENTS FOR POLLUTION CONTROL. EMPLOY BEST MANAGEMENT PRACTICES AT ALL TIMES DURING CONSTRUCTION.

2. NO BURNING OR BURYING OF DEBRIS AND/OR WASTE MATERIAL PERMITTED ON THE SITE.

3. TRANSPORT ALL UNUSABLE DEBRIS AND WASTE MATERIAL TO A LANDFILL.

4. TAKE ALL NECESSARY PRECAUTIONS TO PREVENT THE POLLUTION OF WATER RESOURCES FROM FUELS, OILS, BITUMEN, CALCIUM CHLORIDE, HERBICIDES, PESTICIDES, CHEMICALS, OR OTHER HARMFUL MATERIALS.

5. MAINTAIN ALL WORK AREAS TO MINIMIZE DUST IN CONFORMANCE WITH THE LOCAL STANDARDS AND REGULATIONS.

6. DO NOT SWEEP OR HOSE DOWN SOIL OR SEDIMENT ACCUMULATED ON PAVEMENT OR OTHER IMPERVIOUS SURFACE INTO ANY STORMWATER CONVEYANCE, STORM DRAIN, OR WATER OF THE UNITED STATES.

7. LOCATE ACTIVITIES THAT MAY CAUSE SPILLED OR LEAKED CHEMICALS, FUELS, OR OILS AWAY FROM STORMWATER INLETS OR CONVEYANCES AS ALLOWED BY SITE CONSTRAINTS. MAINTAIN A SPILL KIT ON SITE.

8. CONTRACTOR MUST COORDINATE TEMPORARY SITE DEWATERING AS NECESSARY BEFORE AND DURING CONSTRUCTION. IF WATER IS DIVERTED FROM STORMWATER CONVEYANCE DURING CONSTRUCTION, EROSION CONTROL MEASURES SUCH AS SILT CURTAINS AND SILT FENCES MUST BE ERECTED IN THE ALTERNATE FLOW PATHS.

SURVEY LEGEND

- = BENCH MARK
- = SURVEY CONTROL POINT
- = SPOT ELEVATION
- = RIPRAP
- = CULVERT
- = SURFACE BREAKLINE, AS LABELED
- = EDGE OF WATER

GENERAL LEGEND

- STORM SEWER
- SF — SILT FENCE
- SILT CURTAIN
- FLARED END SECTION
- CONSTRUCTION LIMIT
- HEADWALL/UNDERDRAIN OUTFALL
- OVERLAND FLOW PATH
- 665 / 664 / 663 — EXISTING CONTOUR
- 660 / 659 / 658 — PROPOSED CONTOUR

GENERAL MATERIAL LEGEND

- RIPRAP
- AGGREGATE SURFACE
- MULCH AND SEED
- EXCESS EARTHEN MATERIAL FILL

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

FOR BIDDING PURPOSES ONLY

02/13/2026

02

Stanley Consultants, INC
5255 Nathan Lane N, Suite 200
Minneapolis, MN 55442-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY — MICHIGAN

DELTA DAM DECOMMISSIONING

LEGENDS, ABBREVIATIONS, SYMBOLS, AND GENERAL NOTES

PROJECT NUMBER: 23-RF-010

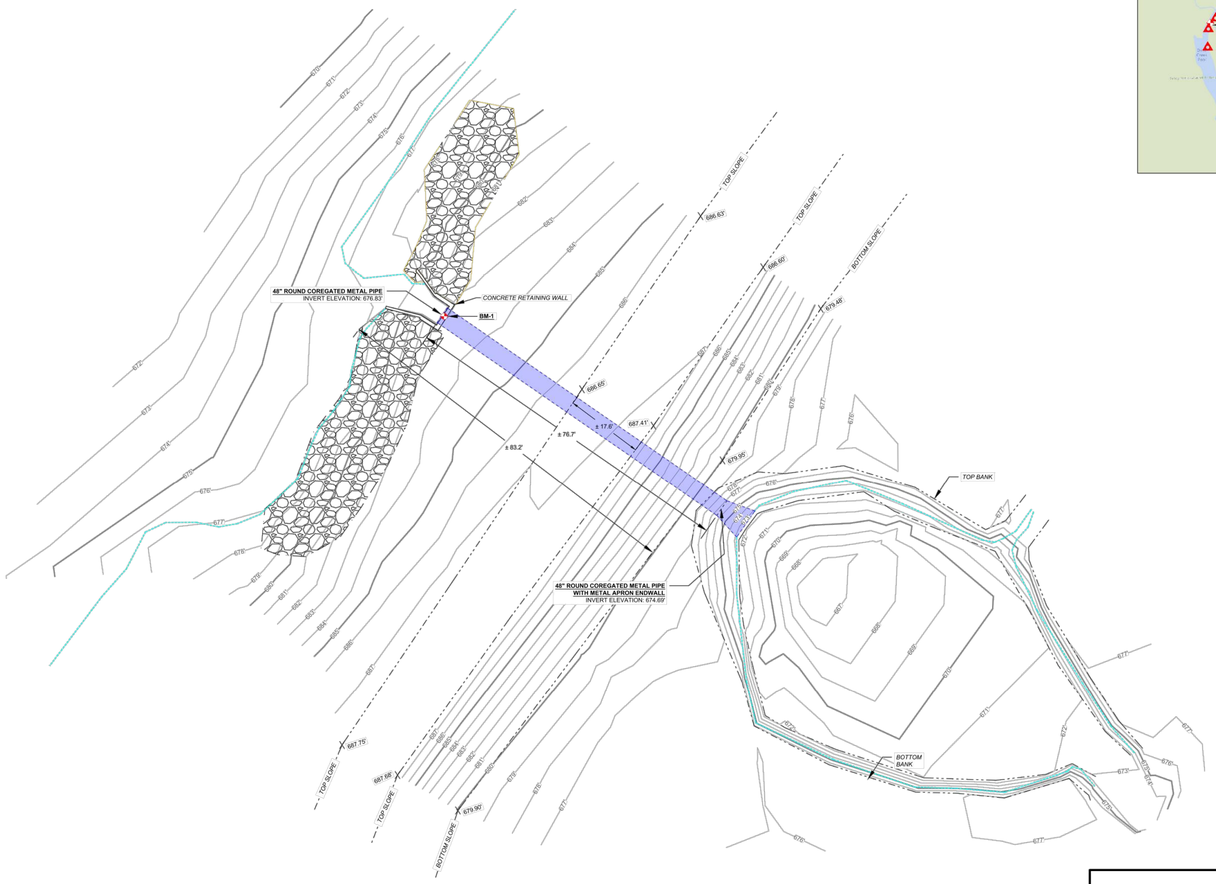
DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 1/29/25	**CHECKED:** WCE
CADD: SNY1002G4	**DRAWING NO:** 3R-MI-180-1002		**SH** 2 **OF** 17

PLOT DATE: Feb 12, 2026 - 11:25am

PREPARED FOR:
STANLEY CONSULTANTS
ATTN: MR. JASON MEYER
5775 WAYZATA BLVD
SUITE 300
MINNEAPOLIS, MN 55416

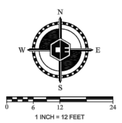
TOPOGRAPHIC SURVEY - DELTA CREEK POOL DAM

SENEY NATIONAL WILDLIFE REFUGE, SCHOOLCRAFT COUNTY, MICHIGAN



LOCATION SKETCH

DETAIL
1 IN = 30 FT



1 INCH = 12 FEET
COORDINATE SYSTEM: MICHIGAN STATE PLANE, NORTH ZONE, INTERNATIONAL FEET
VERTICAL DATUM: NAVD 88 (GEOID 18)

LEGEND

- BENCH MARK
- SURVEY CONTROL POINT
- SPOT ELEVATION
- RIPRAP
- CULVERT
- MAJOR CONTOUR LINE (5 FT INTERVAL)
- MINOR CONTOUR LINE (1 FT INTERVAL)
- SURFACE BREAKLINE, AS LABELED
- EDGE OF WATER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN THE ACCORDANCE WITH THE ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, A TRUE REPRESENTATION THEREOF.

PRELIMINARY

JASON M. BROWN — DATE
PROFESSIONAL SURVEYOR
LICENSE NO. 4001069359
COLEMAN ENGINEERING COMPANY

DATE:	CEC PROJECT:	DRAWN BY:	PROJECT LOCATION:
11/7/2023	200358-D	MJT	SENENY NAT. WILDLIFE REFUGE
SHEET:	FIELD BK #, PG:	CHECKED BY:	PREPARED FOR:
1 OF 2	FB 543, PG. 60	JMB	STANLEY CONSULTANTS

COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com

CAD DRAWING: 200358-D_TOPOGRAPHIC SURVEY.DWG

FOR BIDDING PURPOSES ONLY
02/13/2026

03

Stanley Consultants, INC
5775 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3569
Rebecca McReynolds,
Project Manager

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY — MICHIGAN
DELTA DAM DECOMMISSIONING
SITE SURVEY

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	DRAWN: JAS	DATE: 12/2/24	CHECKED: WCE
CADD: SNY1003C6	DRAWING NO: 3R-MI-180-1006		SH 3 OF 17

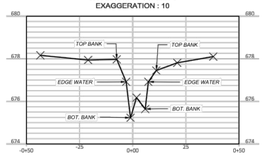
DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DWG NAME: SNY1003C6.dwg

PREPARED FOR:
STANLEY CONSULTANTS
ATTN: MR. JASON MEYER
5775 WAYZATA BLVD
SUITE 300
MINNEAPOLIS, MN 55416

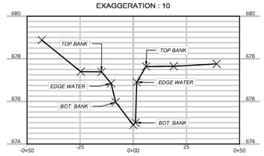
TOPOGRAPHIC SURVEY - DELTA CREEK POOL DAM

SENEY NATIONAL WILDLIFE REFUGE, SCHOOLCRAFT COUNTY, MICHIGAN

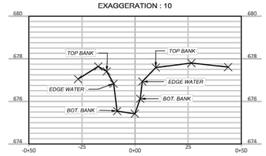
PROFILE VIEW OF CROSS SECTION 1
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



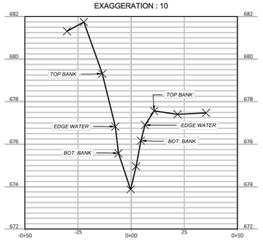
PROFILE VIEW OF CROSS SECTION 2
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



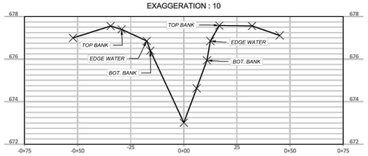
PROFILE VIEW OF CROSS SECTION 3
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



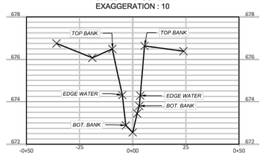
PROFILE VIEW OF CROSS SECTION 4
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



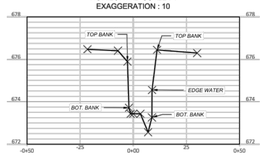
PROFILE VIEW OF CROSS SECTION 5
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



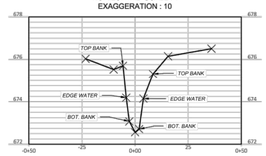
PROFILE VIEW OF CROSS SECTION 6
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



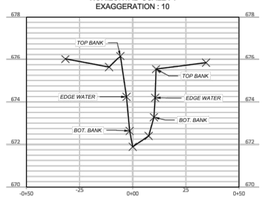
PROFILE VIEW OF CROSS SECTION 7
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



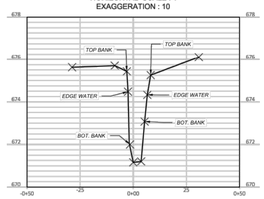
PROFILE VIEW OF CROSS SECTION 8
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



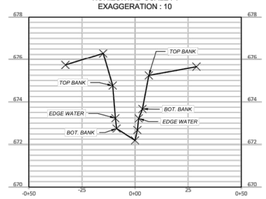
PROFILE VIEW OF CROSS SECTION 9
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



PROFILE VIEW OF CROSS SECTION 10
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



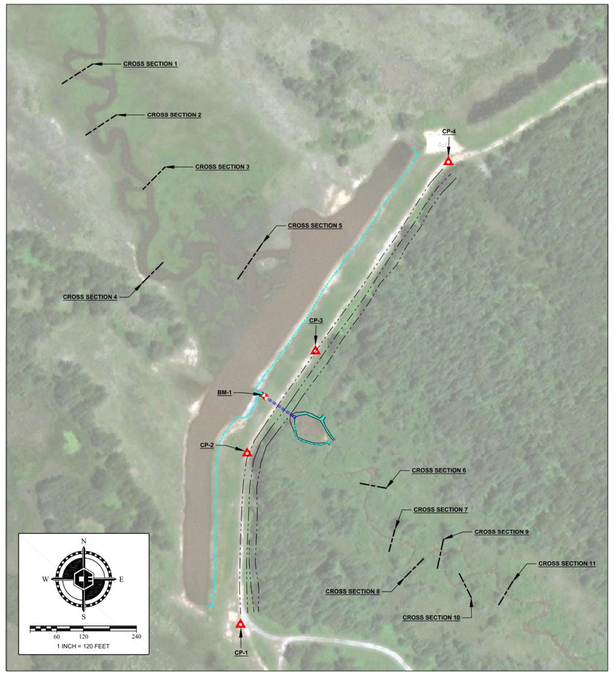
PROFILE VIEW OF CROSS SECTION 11
VERTICAL SCALE : 0
HORIZONTAL SCALE : 1
EXAGGERATION : 10



SURVEY CONTROL POINT COORDINATES
COORDINATE SYSTEM: MICHIGAN STATE PLANE, NORTH ZONE, INTERNATIONAL FEET
VERTICAL DATUM: NAVD 88 (GEOID 18)

PT NUMBER	NORTHING	EASTING	ELEVATION	CONTROL PT NAME	DESCRIPTION
1	519703.53	26491564.96	688.86	CP-1	SET 5/8" X 30" REBAR WITH CEC CONTROL CAP
2	520090.47	26491579.74	687.34	CP-2	SET 5/8" X 30" REBAR WITH CEC CONTROL CAP
12128	520218.12	26491620.48	685.51	BM-1	EXISTING U.S. FISH & WILDLIFE SERVICES BRASS DISK
3	520320.64	26491734.23	687.09	CP-3	SET 5/8" X 30" REBAR WITH CEC CONTROL CAP
4	520747.97	26492034.39	688.43	CP-4	SET 5/8" X 30" REBAR WITH CEC CONTROL CAP

PROJECT SITE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN THE ACCORDANCE WITH THE ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, A TRUE REPRESENTATION THEREOF.

PRELIMINARY

JASON M. BROWN — DATE
PROFESSIONAL SURVEYOR
LICENSE NO. 40010089359
COLEMAN ENGINEERING COMPANY

DATE: 11/7/2023	CEC PROJECT: 200358-D	DRAWN BY: MJT	PROJECT LOCATION: SENENY NAT. WILDLIFE REFUGE
SHEET: 2 OF 2	FIELD BK #, PG: FB 543, PG. 65	CHECKED BY: JMB	PREPARED FOR: STANLEY CONSULTANTS

COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com

CAD DRAWING: 200358-D_TOPOGRAPHIC SURVEY.DWG

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02/13/2026

04

Stanley Consultants INC.
www.stanleyconsultants.com
Stanley Consultants, INC
5775 Wayzata Blvd, Ste 300
Minneapolis, MN 55416-1235
(952)-546-3569
Rebecca McReynolds,
Project Manager

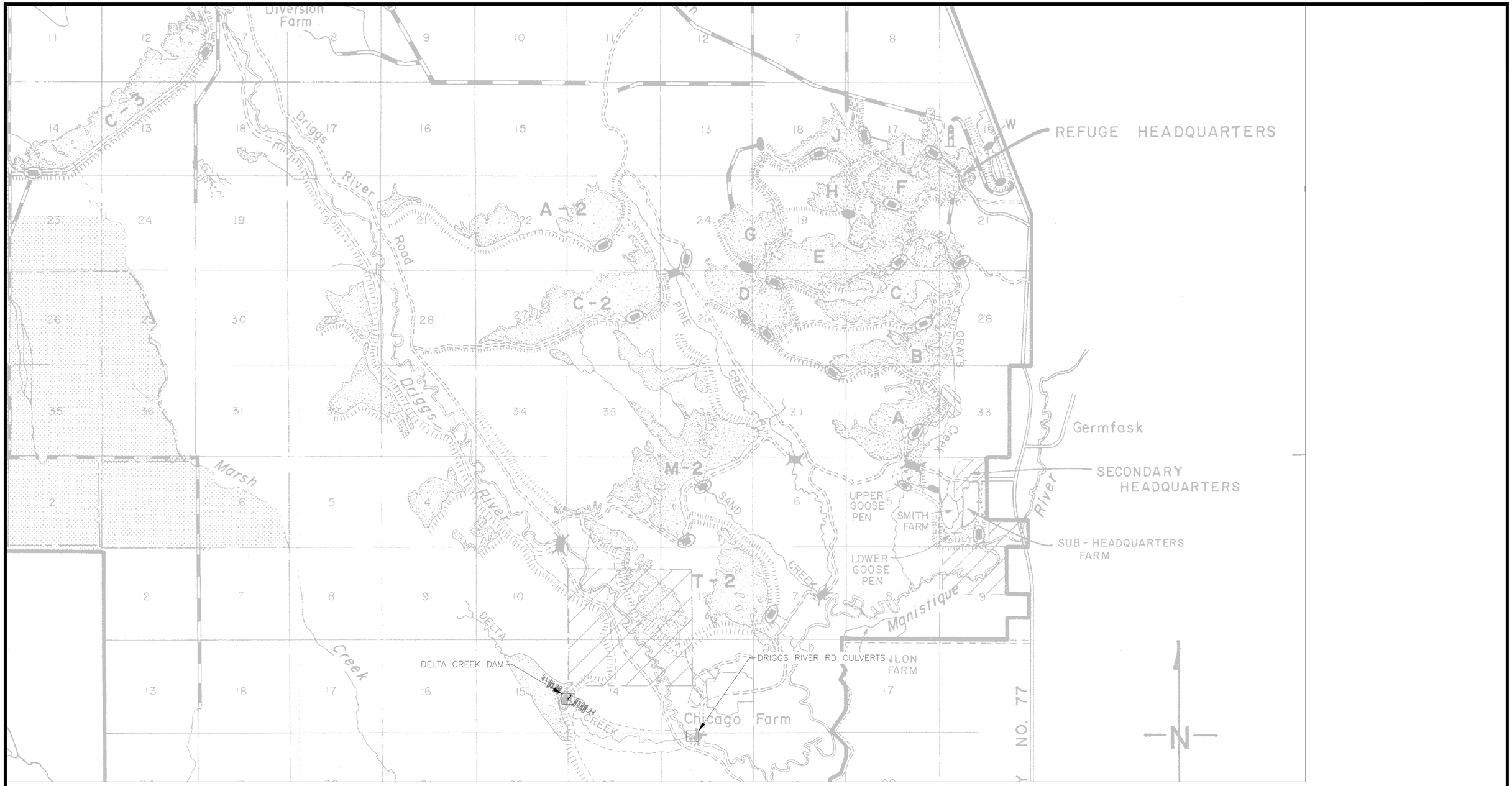
REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY — MICHIGAN
DELTA DAM DECOMMISSIONING
SITE SURVEY

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 12/2/24	**CHECKED:** WCE
CADD: SNY1004C6	**DRAWING NO:** 3R-MI-180-1004		**SH** 4 **OF** 17

PLOT DATE: Feb 12, 2026 - 11:25am
DWG NAME: SNY1004C6.dwg
DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\



OVERALL SITE PLAN & KEY PLAN

1" = 2500'

N

STATE OF MICHIGAN
CHRISTOPHER W. LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

FOR BIDDING PURPOSES ONLY

02/13/2026

05

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds, Project Manager

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

OVERALL SITE PLAN & KEY MAP

PROJECT NUMBER: 23-RF-010

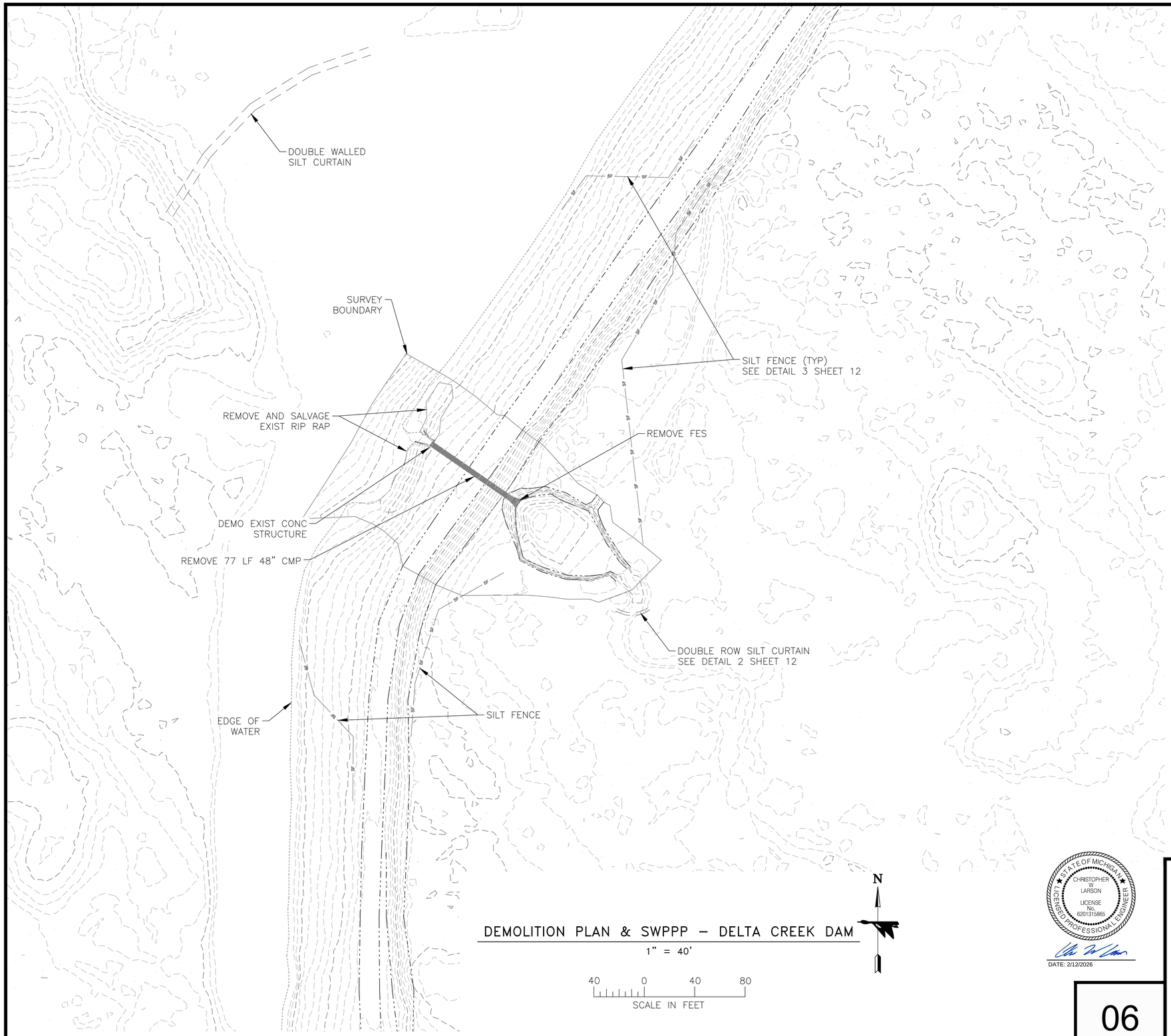
DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 1/29/25	**CHECKED:** WCE
CADD: SNY1005C0	**DRAWING NO:** 3R-MI-180-1005		**SH** 5 **OF** 17

PLOT DATE: Feb 12, 2026 - 11:25am

DWG NAME: SNY1005C0.dwg

DRAWING STATUS:

PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\



DEMOLITION PLAN & SWPPP – DELTA CREEK DAM

1" = 40'

NOTES:

1. CONTRACTOR SHALL SUBMIT THEIR PROPOSED WATER CONTROL/DEWATERING AND FLOOD RESPONSE PLAN TO THE GOVERNMENT FOR REVIEW AND APPROVAL A MINIMUM OF 30–DAYS BEFORE CONSTRUCTION.
2. TOPOGRAPHIC SURVEY WAS NOT COMPLETED AROUND THE DRIGG RIVER CULVERTS. CONTOURS ARE BASED ON 2019 LIDAR. CONTRACTOR MUST SURVEY AND MAKE ALL NECESSARY FIELD MEASUREMENTS OF EXISTING AND PROJECT CONDITIONS PRIOR TO CONSTRUCTION. ENGINEER MUST APPROVE ALL REVISIONS TO CULVERTS BASED ON CONTRACTOR FIELD SURVEY.
3. CONTRACTOR SHALL DOCUMENT EXISTING CONDITIONS OF THE PROJECT SITE AND ACCESS ROADS VIA VIDEO, PHOTOGRAPHS, AND OTHER METHODS AS REQUIRED PRIOR TO THE START OF CONSTRUCTION AND SUBMIT DOCUMENTATION TO THE GOVERNMENT. ALL ROADWAYS MUST BE RESTORED TO PRE–CONSTRUCTION CONDITION.
4. REFUGE SPEED LIMITS MUST BE FOLLOWED AT ALL TIMES.
5. REMOVED RIPRAP AND AGGREGATE SURFACING MAY BE SALVAGED AND REUSED AS LONG AS IT MEETS CRITERIA LISTED IN SPECIFICATIONS.
6. EXCAVATED MATERIAL MAY BE REUSED AS LONG AS IT MEETS CRITERIA LISTED IN THE SPECIFICATIONS.
7. MATERIAL DISPOSAL LOCATION TO BE COORDINATED WITH THE GOVERNMENT.
8. CONSTRUCTION REQUIRES PREVENTING OR LIMITING THE INTRODUCTION, ESTABLISHMENT AND SPREAD OF INVASIVE SPECIES DURING ACTIVITIES ON USFWS ADMINISTERED LANDS. THE CONTRACTOR SHALL PREVENT INVASIVE SPECIES FROM ENTERING INTO OR SPREADING WITHIN A PROJECT SITE BY CLEANING EQUIPMENT AND CLOTHING PRIOR TO ARRIVING AT THE PROJECT SITE.

   IF EQUIPMENT OR CLOTHING ARRIVES AT THE PROJECT SITE WITH SOIL, AGGREGATE MATERIAL, MULCH, VEGETATION (INCLUDING SEEDS) OR ANIMALS, IT SHALL BE CLEANED BY A CONTRACTOR FURNISHED TOOL OR EQUIPMENT (BRUSH/BROOM, COMPRESSED AIR, OR PRESSURE WASHER) AT THE STAGING AREA. THE CONTRACTOR SHALL DISPOSE OF MATERIAL CLEANED FROM THE EQUIPMENT AND CLOTHING AT A LOCATION DETERMINED BY THE OWNER. IF MATERIAL CANNOT BE DISPOSED OF ONSITE, SECURE MATERIAL PRIOR TO TRANSPORT (SEALED CONTAINER, COVERED TRUCK, OR WRAP WITH TARP) AND LEGALLY DISPOSED OF OFFSITE.
9. ALL DEMOLITION MATERIAL THAT CAN BE RECYCLED SHALL BE RECYCLED. CONTRACTOR SHALL PROVIDE MANIFEST/LOAD TICKET FOR ALL MATERIAL DISPOSED OF OR RECYCLED DURING THIS PROJECT.

FOR BIDDING PURPOSES ONLY

02/13/2026

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

06

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

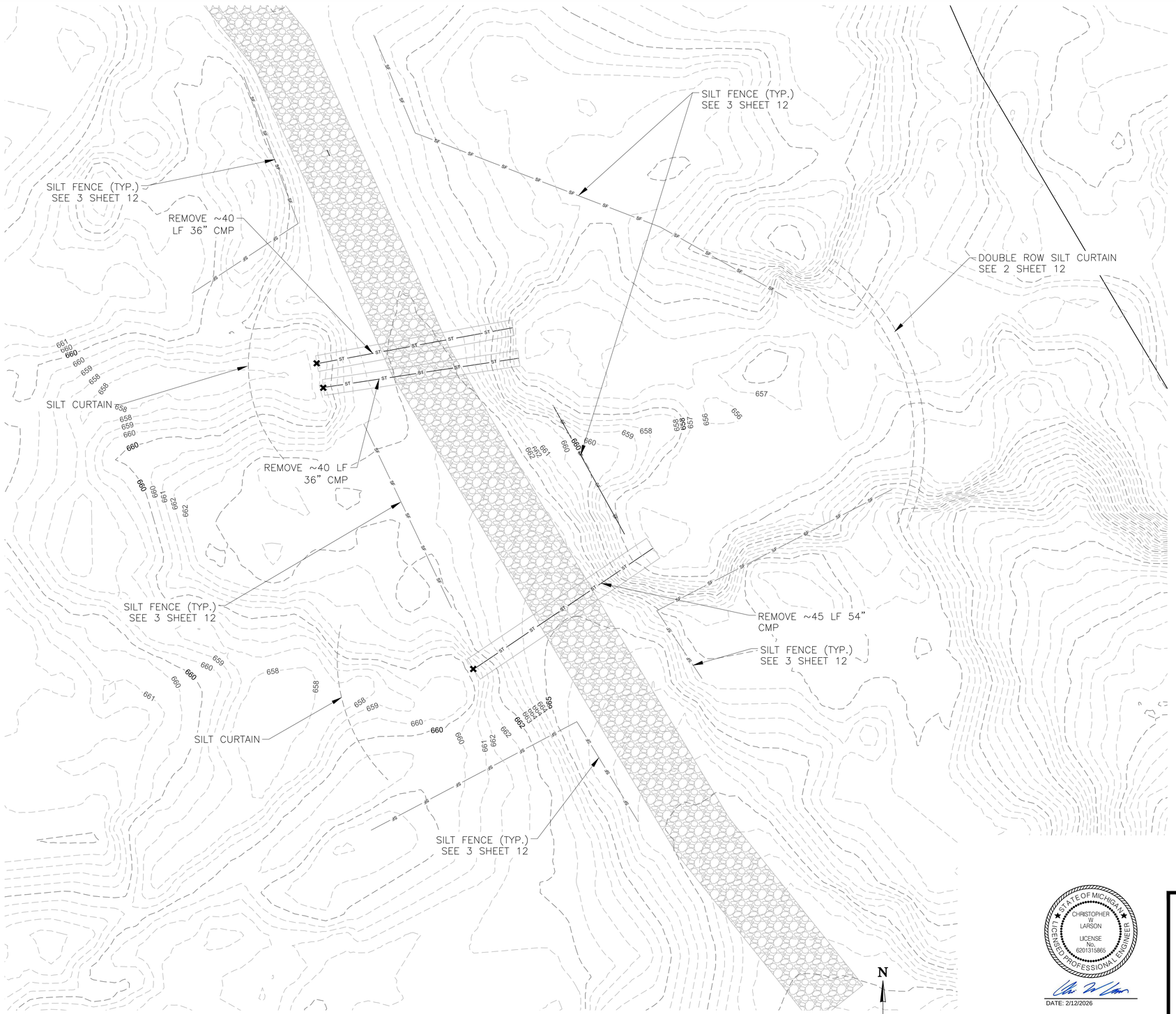
DEMOLITION AND SWPPP – DELTA CREEK DAM

PROJECT NUMBER: 23–RF–010

DESIGNED: KMK	**DRAWN**: JAS	**DATE**: 1/29/25	**CHECKED**: WCE
CADD: SNY1006D0	**DRAWING NO**: 3R–MI–180–1006		**SH** 6 **OF** 17

PLOT DATE: Feb 12, 2026 – 11:25am
DWG NAME: SNY1006D0.dwg
DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\

PLOT DATE: Feb 12, 2026 - 11:26am



DEMOLITION AND SWPPP – DRIGGS RIVER RD

1" = 10'

NOTES:

1. CONTRACTOR SHALL SUBMIT THEIR PROPOSED WATER CONTROL/DEWATERING AND FLOOD RESPONSE PLAN TO THE GOVERNMENT FOR REVIEW AND APPROVAL A MINIMUM OF 30–DAYS BEFORE CONSTRUCTION.
2. TOPOGRAPHIC SURVEY WAS NOT COMPLETED AROUND THE DRIGGS RIVER ROAD CULVERTS. CONTOURS ARE BASED ON 2019 LIDAR. CONTRACTOR MUST SURVEY AND MAKE ALL NECESSARY FIELD MEASUREMENTS OF EXISTING AND PROJECT CONDITIONS PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL DOCUMENT EXISTING CONDITIONS OF THE PROJECT SITE AND ACCESS ROADS VIA VIDEO, PHOTOGRAPHS, AND OTHER METHODS AS REQUIRED PRIOR TO THE START OF CONSTRUCTION AND SUBMIT DOCUMENTATION TO THE GOVERNMENT. ALL ROADWAYS MUST BE RESTORED TO PRE–CONSTRUCTION CONDITION.
4. REFUGE SPEED LIMITS MUST BE FOLLOWED AT ALL TIMES.
5. REMOVED RIPRAP AND AGGREGATE SURFACING MAY BE SALVAGED AND REUSED AS LONG AS IT MEETS CRITERIA LISTED IN SPECIFICATIONS.
6. EXCAVATED MATERIAL MAY BE REUSED AS LONG AS IT MEETS CRITERIA LISTED IN THE SPECIFICATIONS.
7. MATERIAL DISPOSAL LOCATION TO BE COORDINATED WITH THE GOVERNMENT.
8. CONSTRUCTION REQUIRES PREVENTING OR LIMITING THE INTRODUCTION, ESTABLISHMENT AND SPREAD OF INVASIVE SPECIES DURING ACTIVITIES ON USFWS ADMINISTERED LANDS. THE CONTRACTOR SHALL PREVENT INVASIVE SPECIES FROM ENTERING INTO OR SPREADING WITHIN A PROJECT SITE BY CLEANING EQUIPMENT AND CLOTHING PRIOR TO ARRIVING AT THE PROJECT SITE.

   IF EQUIPMENT OR CLOTHING ARRIVES AT THE PROJECT SITE WITH SOIL, AGGREGATE MATERIAL, MULCH, VEGETATION (INCLUDING SEEDS) OR ANIMALS, IT SHALL BE CLEANED BY A CONTRACTOR FURNISHED TOOL OR EQUIPMENT (BRUSH/BROOM, COMPRESSED AIR, OR PRESSURE WASHER) AT THE STAGING AREA. THE CONTRACTOR SHALL DISPOSE OF MATERIAL CLEANED FROM THE EQUIPMENT AND CLOTHING AT A LOCATION DETERMINED BY THE OWNER. IF MATERIAL CANNOT BE DISPOSED OF ONSITE, SECURE MATERIAL PRIOR TO TRANSPORT (SEALED CONTAINER, COVERED TRUCK, OR WRAP WITH TARP) AND LEGALLY DISPOSED OF OFFSITE.
9. ALL DEMOLITION MATERIAL THAT CAN BE RECYCLED SHALL BE RECYCLED. CONTRACTOR SHALL PROVIDE MANIFEST/LOAD TICKET FOR ALL MATERIAL DISPOSED OF OR RECYCLED DURING THIS PROJECT.
10. TREE AND STUMP REMOVAL MAY BE NECESSARY IN THE PROJECT AREA. IF A TREE NEEDS TO BE REMOVED THAT IS NOT NOTED IN THE PLANS, THE CONTRACTOR MUST NOTIFY THE REFUGE MANAGER PRIOR TO DISTURBANCE OF THE TREE SO THE PROPER BAT SURVEY CAN BE PERFORMED. NO TREES MAY BE REMOVED, UNLESS NOTED ON THE PLANS, WITHOUT PERMISSION OF THE REFUGE MANAGER.

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

07

Stanley Consultants, INC
5295 Hwy 78, Ste 200
Stillwater, MN 55082
(952)-546-3669
Rebecca McReynolds,
Project Manager

FOR BIDDING PURPOSES ONLY

02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

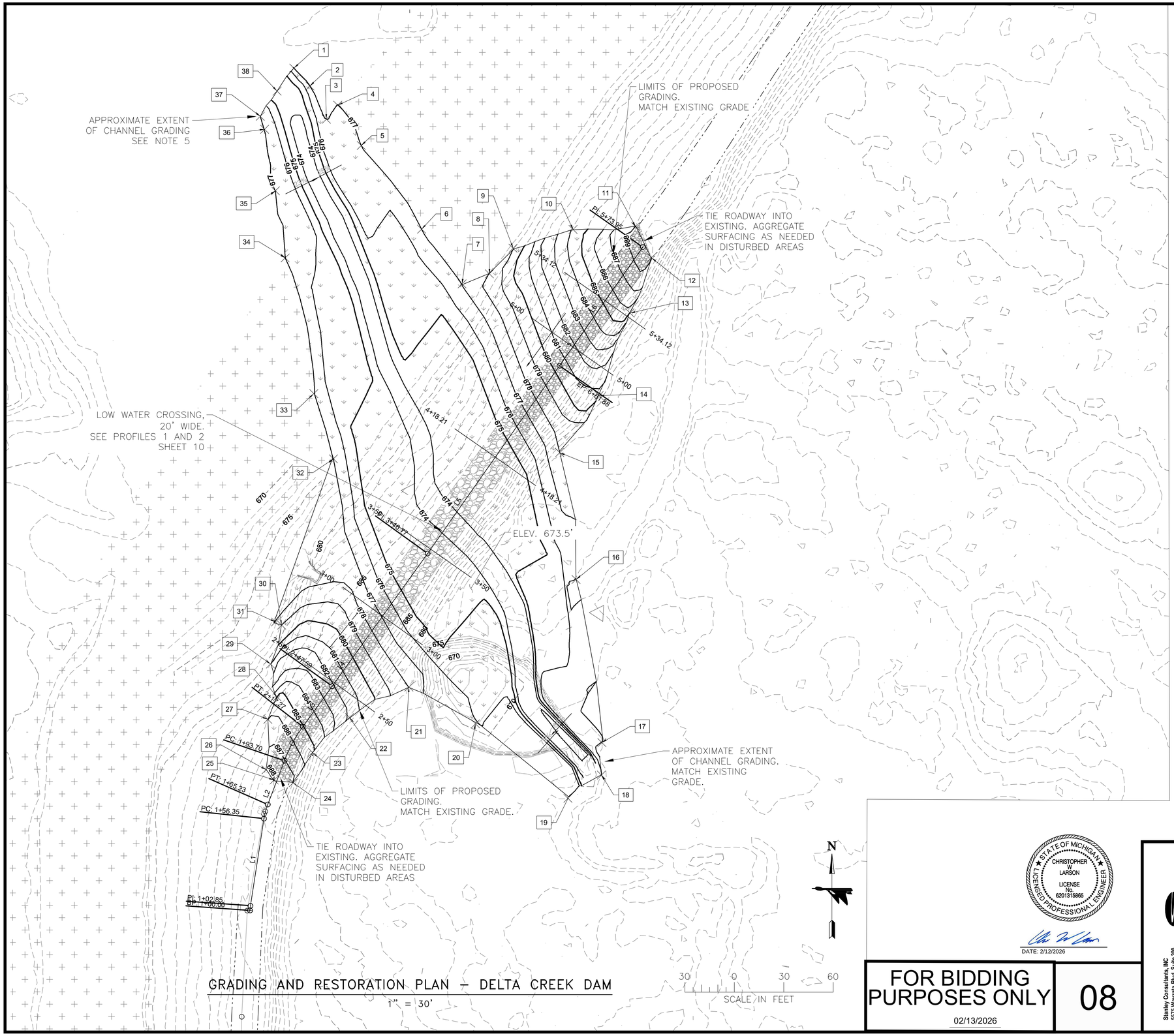
DEMOLITION AND SWPPP – DRIGGS RIVER RD

PROJECT NUMBER: 23–RF–010

DESIGNED: KMK	**DRAWN**: JAS	**DATE**: 1/29/25	**CHECKED**: WCE
CADD: SNY1007D0	**DRAWING NO**: 3R–MI–180–1007		**SH** 7 **OF** 17

DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DWG NAME: SNY1007D0.dwg
2026

PLOT DATE: Feb 12, 2026 - 3:44pm



GRADING AND RESTORATION PLAN – DELTA CREEK DAM

1" = 30'

NOTES:

1. TOPOGRAPHIC SURVEY WAS NOT COMPLETED AROUND THE DRIGG RIVER CULVERTS. CONTOURS ARE BASED ON 2019 LIDAR. CONTRACTOR MUST SURVEY AND MAKE ALL NECESSARY FIELD MEASUREMENTS OF EXISTING AND PROJECT CONDITIONS PRIOR TO CONSTRUCTION.
2. REMOVED RIPRAP MAY BE SALVAGED AND REUSED AS LONG AS IT MEETS CRITERIA LISTED IN SPECIFICATIONS.
3. EXCAVATED MATERIAL MAY BE REUSED AS LONG AS IT MEETS CRITERIA LISTED IN THE SPECIFICATIONS. EXCAVATED TOPSOIL TO BE SALVAGED AND REUSED FOR RESTORATION OF DISTURBED AREAS.
4. MATERIAL DISPOSAL LOCATION TO BE COORDINATED WITH THE GOVERNMENT.
5. FILL IN BORROW AREAS AND DELTA CREEK POOL WITH EXCAVATED MATERIAL ALONG DELTA CREEK DAM UP TO APPROXIMATE CHANNEL GRADING EXTENTS TO ELEVATION 678 FT.
6. ALL AREAS DISTURBED BY THE CONTRACTOR MUST BE REVEGETATED.
7. WARM SEASON GRASS MIX SEED AND MULCH TO BE PLACED OVER 4" TOPSOIL LAYER.

LEGEND:

- RIPRAP
- RESTORE AGGREGATE SURFACE. SEE DETAIL 3, SHEET 13
- SEED AND MULCH DISTURBED AREA WITH "WARM SEASON GRASS MIX". SEE NOTE 7.
- SEED AND MULCH DISTURBED DISPOSAL AREA WITH "WETLAND MIX".
- EXISTING CONTOUR (665, 664, 663)
- PROPOSED CONTOUR (660, 659, 658)
- 17 POINT NUMBER

Point Table			Point Table		
Point #	Northing	Easting	Point #	Northing	Easting
1	520527.9436	26491605.8248	20	520130.1095	26491715.9980
2	520517.1043	26491615.4933	21	520152.3323	26491675.6056
3	520496.9671	26491625.4818	22	520133.9053	26491639.5450
4	520505.4282	26491632.4232	23	520112.7572	26491617.0373
5	520481.0291	26491646.6654	24	520094.3460	26491605.3895
6	520430.2103	26491683.2553	25	520095.9706	26491593.7417
7	520397.0118	26491707.8296	26	520102.1976	26491588.8661
8	520403.1036	26491724.4205	27	520132.7924	26491589.9490
9	520418.6720	26491738.8114	28	520146.3569	26491595.6376
10	520430.0099	26491775.2110	29	520166.3926	26491591.5742
11	520431.7020	26491813.1349	30	520189.9911	26491598.3442
12	520412.9017	26491822.8140	31	520191.8864	26491594.5524
13	520379.3472	26491809.7844	32	520290.8435	26491629.7802
14	520329.2279	26491790.9866	33	520330.4377	26491617.8526
15	520294.6280	26491767.1009	34	520412.7927	26491600.5162
16	520217.6425	26491776.9613	35	520453.5091	26491594.5417
17	520118.7255	26491792.6831	36	520490.8729	26491588.0410
18	520098.9606	26491792.4116	37	520498.6918	26491585.4049
19	520084.8816	26491772.0956	38	520514.0575	26491595.5511

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

FOR BIDDING PURPOSES ONLY

02/13/2026

08

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1325
(952)-546-3669
Rebecca McReynolds,
Project Manager

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

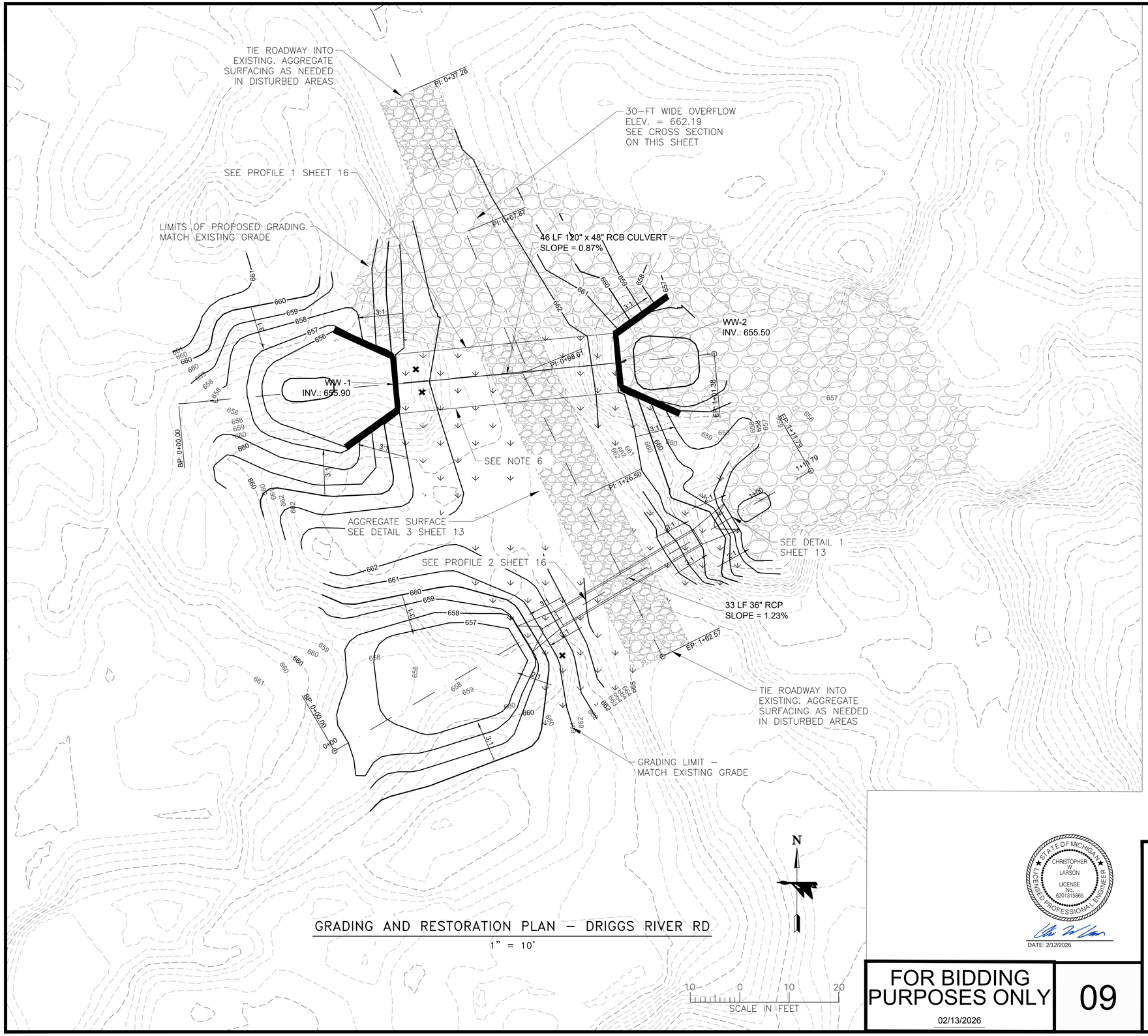
GRADING AND RESTORATION PLAN – DELTA CREEK DAM

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 1/29/25	**CHECKED:** WCE
CADD: SNY1008C0	**DRAWING NO:** 3R-MI-180-1008		**SH** 8 **OF** 17

DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DWG NAME: SNY1008C0.dwg

PLOT DATE: Feb 12, 2026 - 11:26am



GRADING AND RESTORATION PLAN – DRIGGS RIVER RD

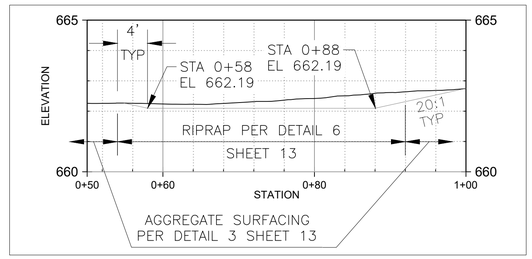
1" = 10'

NOTES:

1. TOPOGRAPHIC SURVEY WAS NOT COMPLETED AROUND THE DRIGG RIVER CULVERTS. CONTOURS ARE BASED ON 2019 LIDAR. CONTRACTOR MUST SURVEY AND MAKE ALL NECESSARY FIELD MEASUREMENTS OF EXISTING AND PROJECT CONDITIONS PRIOR TO CONSTRUCTION.
2. THE SURFACE UPSTREAM AND DOWNSTREAM OF THE CULVERTS IS ASSUMED TO BE AN APPROXIMATE TOP OF WATER ELEVATION. PROPOSED GROUND SHOULD BE TIED IN TO THE EXISTING CREEK BOTTOM.
3. REMOVED RIPRAP MAY BE SALVAGED AND REUSED AS LONG AS IT MEETS CRITERIA LISTED IN SPECIFICATIONS.
4. EXCAVATED MATERIAL MAY BE REUSED AS LONG AS IT MEETS CRITERIA LISTED IN THE SPECIFICATIONS. EXCAVATED TOPSOIL TO BE SALVAGED AND REUSED FOR RESTORATION OF DISTURBED AREAS.
5. MATERIAL DISPOSAL LOCATION TO BE COORDINATED WITH THE GOVERNMENT.
6. ALL AREAS DISTURBED BY THE CONTRACTOR MUST BE REVEGETATED.
7. WARM SEASON GRASS MIX SEED AND MULCH TO BE PLACED OVER 4" TOPSOIL LAYER.
8. CONCRETE BOX CULVERT AND WINGWALL SHOP DRAWINGS TO BE PROVIDED BY MANUFACTURER PER ASTM C1577 AND AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. SEE SPEC SEC 33 42 00. SEE TYPICAL DETAILS SHEET 14.
9. TREE AND STUMP REMOVAL MAY BE NECESSARY IN THE PROJECT AREA. IF A TREE NEEDS TO BE REMOVED THAT IS NOT NOTED IN THE PLANS, THE CONTRACTOR MUST NOTIFY THE REFUGE MANAGER PRIOR TO DISTURBANCE OF THE TREE SO THAT THE PROPER BAT SURVEY CAN BE PERFORMED. NO TREES MAY BE REMOVED, UNLESS NOTED ON THE PLANS, WITHOUT PERMISSION OF THE REFUGE MANAGER.

LEGEND:

- RESTORE AGGREGATE SURFACE. SEE DETAIL 3, SHEET 13
- RESTORE AGGREGATE SURFACE. SEE DETAIL 3, SHEET 13
- PROPOSED RIPRAP SEE DETAIL 4, SHEET 13
- SEED AND MULCH DISTURBED AREA WITH "WARM SEASON GRASS MIX". SEE NOTE 7.
- EXISTING CONTOUR
- PROPOSED CONTOUR



OVERFLOW ROAD PROFILE

NTS

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

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02/13/2026

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Stanley Consultants, INC
Stanley Consultants, Inc.
5555 Hoyt Lake Rd., Suite 300
Minneapolis, MN 55416-1235
(952)-546-3569
Rebecca McReynolds,
Project Manager

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

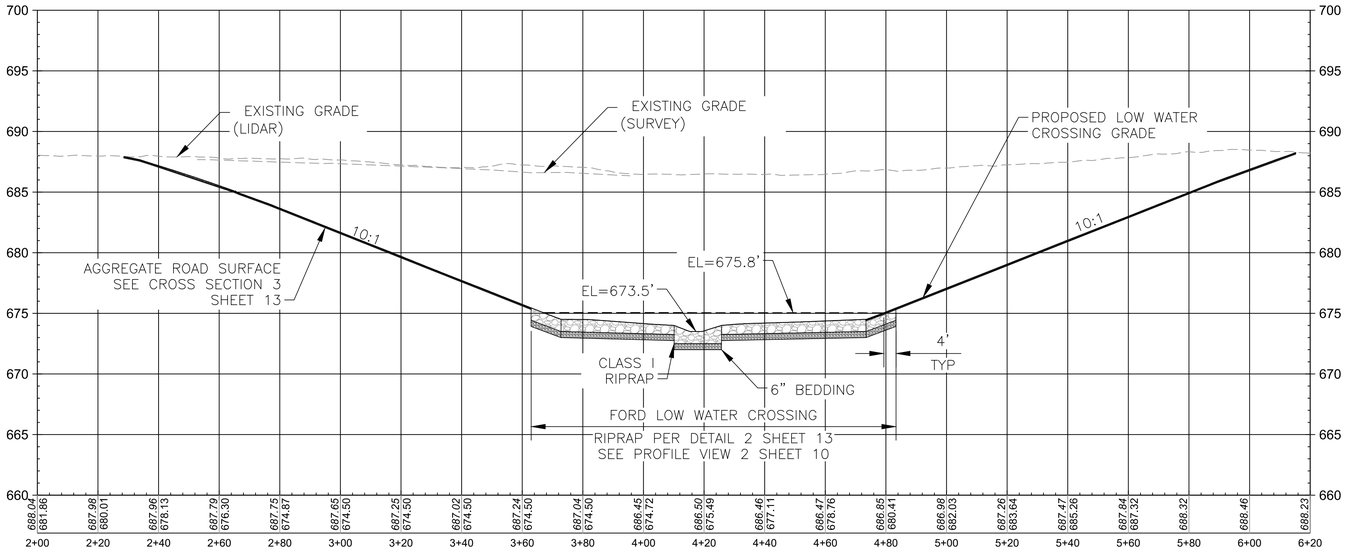
GRADING AND RESTORATION PLAN – DRIGGS RIVER RD

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 1/29/25	**CHECKED:** WCE
CADD: SNY1009C0	**DRAWING NO:** 3R-MI-180-1009		**SH** 9 **OF** 17

DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DWG NAME: SNY1009C0.dwg

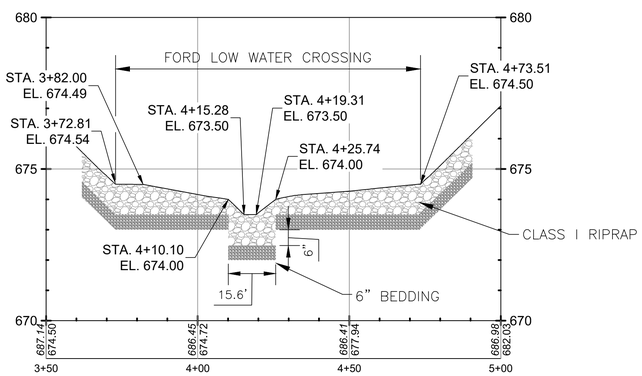
PLOT DATE: Feb 12, 2026 - 11:37am



1/10 DELTA CREEK DAM PROFILE VIEW
NO SCALE

NOTES:

1. PROPOSED LOW WATER CROSSING DIMENSIONS
   LOW-FLOW CHANNEL BANKFULL WIDTH: 15.5'
   LOW-FLOW CHANNEL BANKFULL DEPTH: 0.5'
   LOW-FLOW CHANNEL BOTTOM WIDTH: 4'
   HIGH-FLOW CHANNEL BANKFUL WIDTH: 100.7'
   HIGH-FLOW CHANNEL BANKFULL DEPTH: 1.5'
   HIGH-FLOW BOTTOM WIDTH: 15.6'



2/10 FORD LOW WATER CROSSING PROFILE VIEW
NO SCALE

DELTA CREEK DAM CENTERLINE

NUMBER	START NORTHING	START EASTING	START STA	END STATION	LENGTH	LINE/CHORD DIRECTION	RADIUS
L2	519968.8335	26491576.0260	1+00.00	1+50.94	50.94'	N03° 03' 22.49"E	
L1	519968.8335	26491576.0260	1+00.00	1+50.94	50.94'	N03° 03' 22.49"E	
L3	520019.7044	26491578.7421	1+50.94	2+04.45	53.50'	N08° 45' 06.87"E	
C2	520072.5834	26491586.8828	2+04.45	2+13.32	8.88'	N14° 58' 20.08"E	28.95'
L4	520081.1255	26491589.1672	2+13.32	2+41.80	28.47'	N21° 03' 22.83"E	
C3	520107.6971	26491599.3970	2+41.80	2+65.36	23.57'	N28° 19' 43.45"E	72.00'
L5	520128.3494	26491610.5305	2+65.36	2+95.68	30.32'	N35° 46' 30.49"E	
L6	520152.9482	26491628.2555	2+95.68	3+94.86	99.18'	N35° 46' 30.49"E	
L7	520233.4113	26491686.2343	3+94.86	6+19.16	224.30'	N35° 05' 50.04"E	

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

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Stanley Consultants INC.
www.stanleyconsultants.com
Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

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02/13/2026

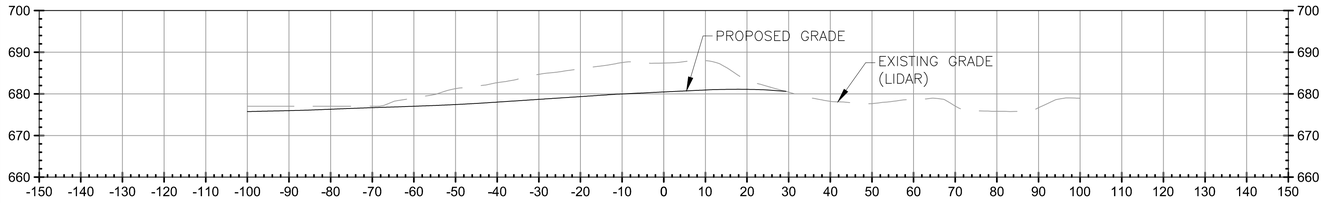
REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY MICHIGAN
DELTA CREEK DAM DECOMMISSIONING
PROFILE SECTION

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 1/29/25	**CHECKED:** JRJ
CADD: SNY1010C2	**DRAWING NO:** 3R-MI-180-1010		**SH** 10 **OF** 17

DWG NAME: SNY1010C2.dwg
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DRAWING STATUS:



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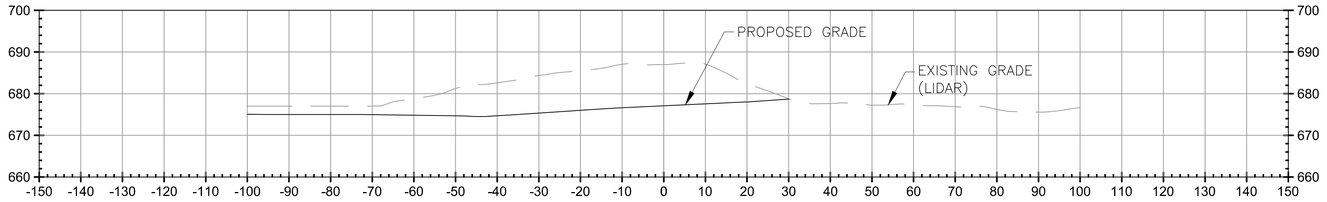
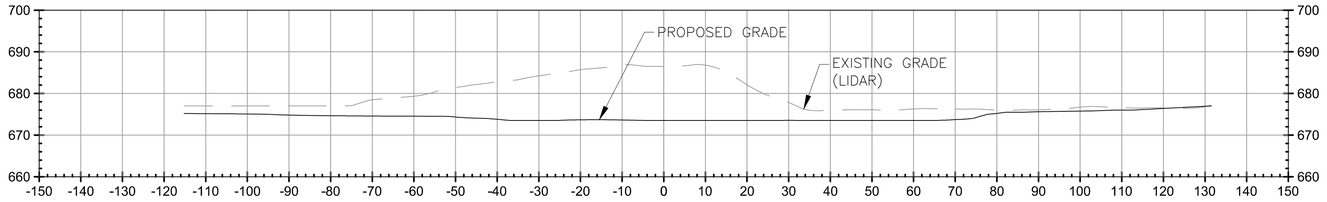


5+00



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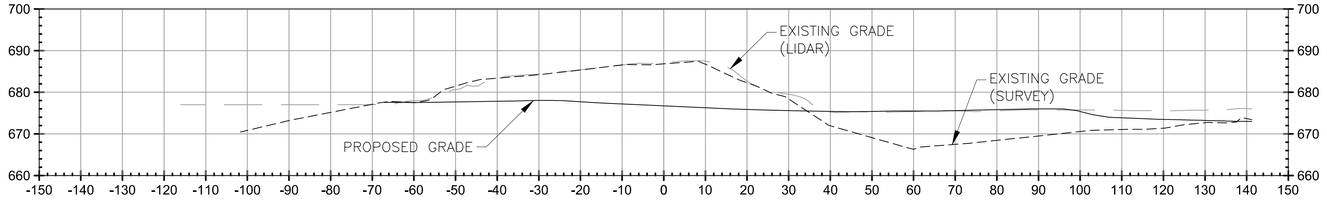

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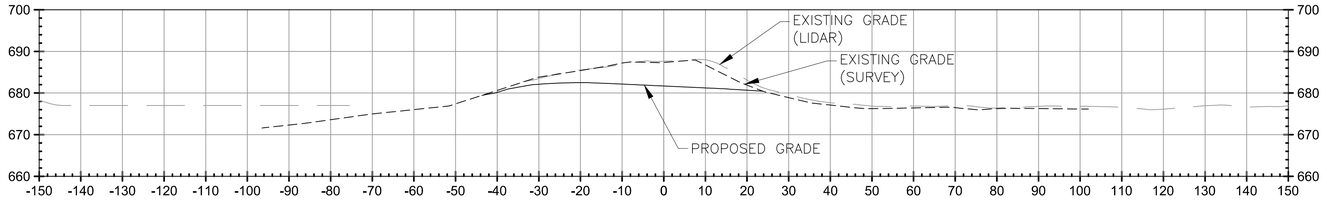

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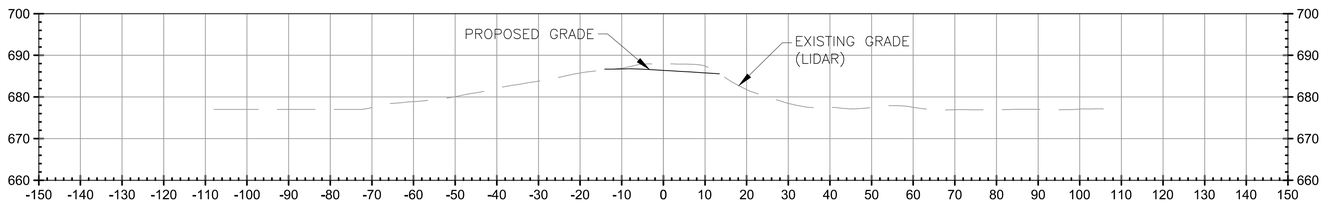

2+50

PLOT DATE: Feb 12, 2026 – 11:27am

DWG NAME: SNY1011C2.dwg

DRAWING STATUS:

PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

11

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

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02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

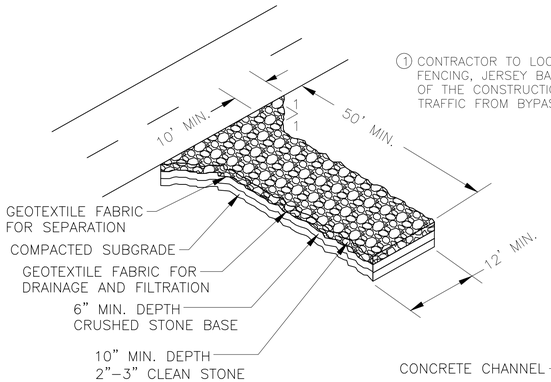
DELTA DAM DECOMMISSIONING

CROSS SECTIONS

PROJECT NUMBER: 23-RF-010

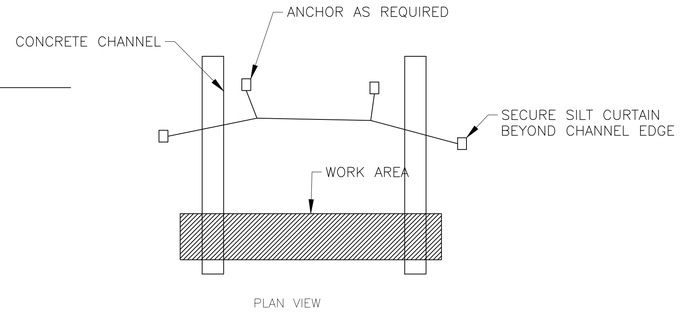
DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 12/2/24	**CHECKED:** WCE
CADD: SNY1011C2	**DRAWING NO:** 3R-MI-180-1011		**SH** 11 **OF** 17

PLOT DATE: Feb 12, 2026 - 11:34am

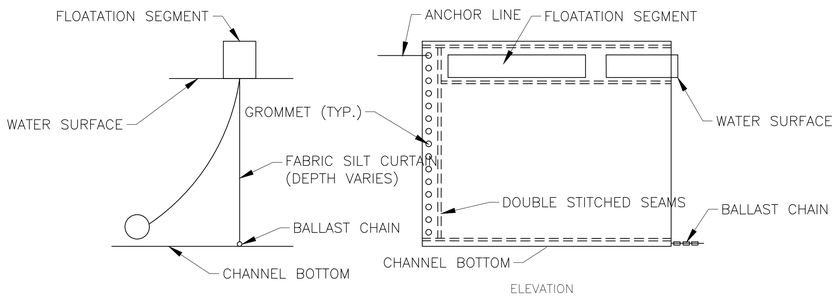


1. CONTRACTOR TO LOCATE TEMPORARY CONSTRUCTION FENCING, JERSEY BARRIERS, OR BOTH ALONG THE SIDES OF THE CONSTRUCTION EXIT TO PREVENT CONSTRUCTION TRAFFIC FROM BYPASSING THE EXIT.

1/12 CONSTRUCTION ENTRANCE
NO SCALE



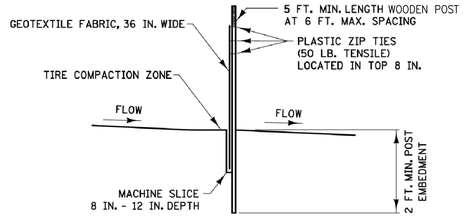
PLAN VIEW



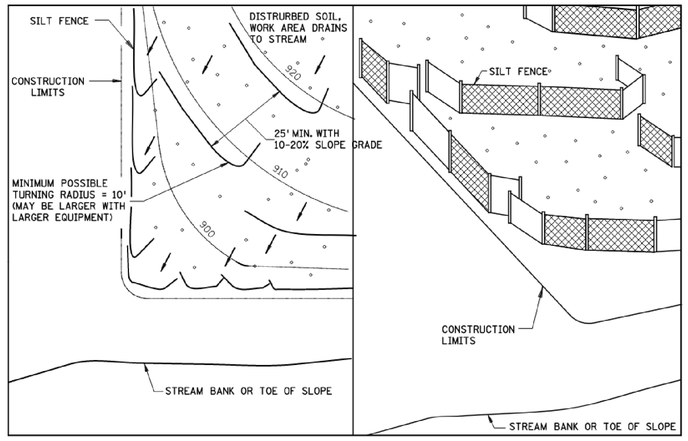
ELEVATION

NOTES:
1. SILT CURTAIN FOR USE IN MOVING WATER SHALL BE ANCHORED TO PREVENT DRIFT SHOREWARD OR DOWNSTREAM.
2. SHORE ANCHORS SHALL CONSIST OF A POST WITH DEADMAN OR APPROVED EQUAL. STREAM ANCHORS SHALL BE OF SUFFICIENT SIZE TO STABILIZE THE BARRIER WITH NUMBER AND SPACING DEPENDENT ON WATERWAY VELOCITIES.
3. FABRIC SECTIONS SHALL BE CONNECTED END TO END WITH MINIMUM 5/8" DIAMETER POLYPROPYLENE ROPE AND GROMMETTED HOLES OR WITH A MINIMUM OF TWO LINES OF STITCHING.
4. THE SILT CURTAIN SHALL EXTEND THE FULL DEPTH OF WATER BODY EXCEPT WHERE SIGNIFICANT WIND OR WAVE ACTION IS PRESENT.
5. MAINTENANCE SHALL BE PREFORMED AS NEEDED. CONTRACTOR SHALL REMOVE THE CURTAIN AT COMPLETION OF WORK IN A MANNER THAT WILL PREVENT SILTATION OF THE WATERWAY.
6. CONSTRUCTION DEBRIS/MATERIALS SHALL BE REMOVED IMMEDIATELY TO PREVENT DAMAGE TO THE CURTAIN AND ENTRY INTO THE WATERWAY.
7. SILT CURTAINS TO BE USED TO CONTROL TURBIDITY WHEN WORKING IN WATERWAYS.
8. SILT CURTAIN SHALL NOT BE USED WHERE THE ANTICIPATED FLOW VELOCITIES WILL EXCEED 5 FT/SEC. AN ALTERNATE CURTAIN TYPE IS REQUIRED IN SUCH INSTANCES.
9. IN SHALLOW WATER (2 FEET DEPTH OR LESS) A SILT CURTAIN MAY BE INSTALL ON STAKES DRIVEN INTO THE BED OF THE WATERWAY OR SHORELINE WHEN BED IS CONCRETE.

2/12 SILT CURTAIN
NO SCALE



SILT FENCE TYPE MS ②
(MACHINE SLICED)



PLAN VIEW — PERSPECTIVE VIEW

J-HOOK INSTALLATION

3/12 SILT FENCE DETAIL
NO SCALE

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02/13/2026

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
REGISTERED PROFESSIONAL ENGINEER
DATE: 2/12/2026

Stanley Consultants, INC
5757 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-545-3869
Rebecca McReynolds,
Project Manager

12

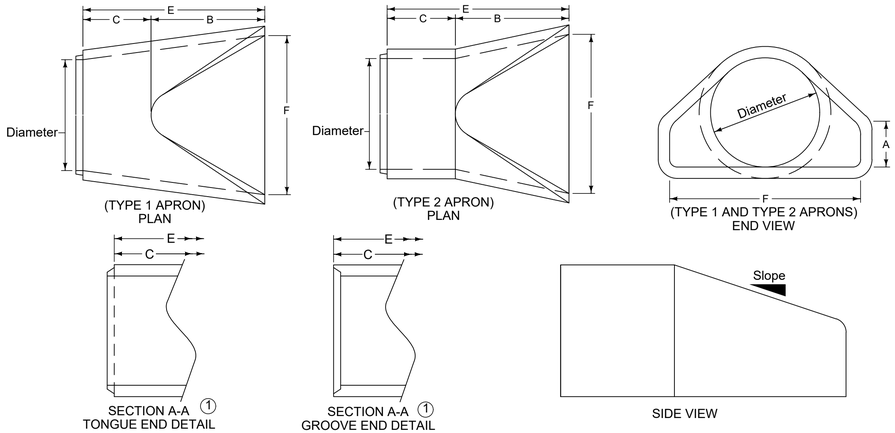
REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY — MICHIGAN
DELTA DAM DECOMMISSIONING
SWPPP DETAILS

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 12/2/24	**CHECKED:** WCE
CADD: SNY1012C2	**DRAWING NO:** 3R-MI-180-1012		**SH** 12 **OF** 17

DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DWG NAME: SNY1012C2.dwg



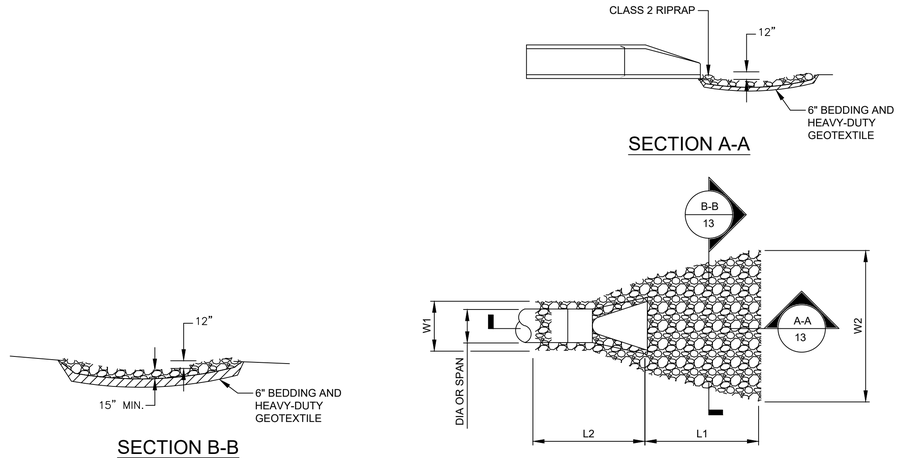
TYPE 1 APRONS						
DIAM.	SLOPE	A	B	MINIMUM C	MINIMUM E	F
36"	2.5:1	15"	5'-3"	2'-9"	8'-0"	6'-0"

TYPE 2 APRONS						
DIAM.	SLOPE	A	B	MINIMUM C	MINIMUM E	F
36"	2.5:1	15"	5'-3"	2'-9"	8'-0"	6'-0"

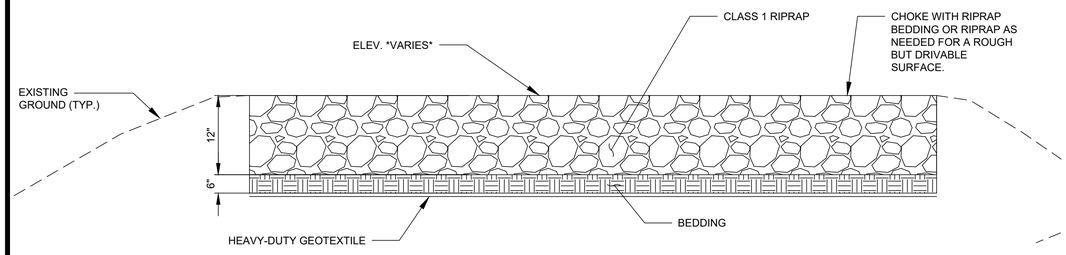
Dimension 'E' shown is the minimum and is considered the design length. Adjust for any difference between the actual length of concrete apron installed and the length indicated below for the length of concrete culvert pipe furnished.

① Tongue end used on inlet end section. Groove end used on outlet end section.

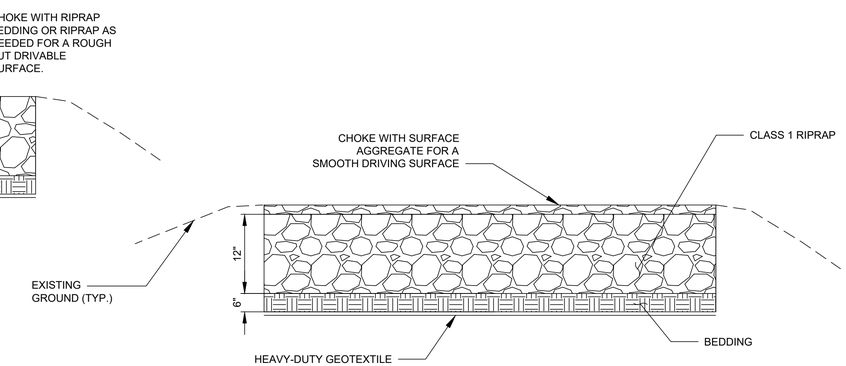
1/13 FLARED END SECTION (FES)
NO SCALE



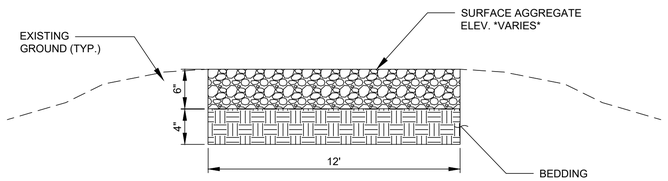
4/13 RIPRAP PAD
NO SCALE



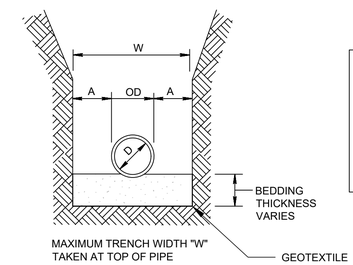
2/13 TYPICAL CROSS-SECTION FORD LOW WATER CROSSING
NO SCALE



6/13 TYPICAL CROSS-SECTION DRIGGS RIVER ROAD OVERFLOW
NO SCALE



3/13 TYPICAL CROSS-SECTION AGGREGATE ROAD SURFACE
NO SCALE



PIPE DIA "D"	MAXIMUM "A"
6" TO 15"	8"
16" TO 21"	10"
24" TO 30"	12"
33" TO 42"	15"
48" & LARGER	18"

NOTE:
PROVIDE BEDDING IN ACCORDANCE WITH THE SPECIFICATIONS.

5/13 STANDARD PIPE TRENCH WIDTH
NO SCALE

STATE OF MICHIGAN
CHRISTOPHER W. LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

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www.stanleyconsultants.com

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

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02/13/2026

REVISION	DATE	DESCRIPTION	BY

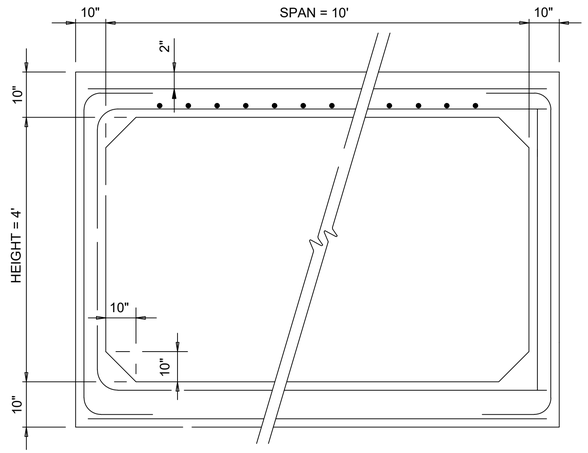
SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY MICHIGAN
DELTA DAM DECOMMISSIONING
CIVIL DETAILS

PROJECT NUMBER: 23-RF-010
DESIGNED: KMK | DRAWN: JAS | DATE: 12/2/24 | CHECKED: WCE
CADD: SNY1013C2 | DRAWING NO: 3R-MI-180-1013 | SH 13 OF 17

PLOT DATE: Feb 12, 2026 - 1:04pm
DWG NAME: SNY1013C2.dwg
DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\

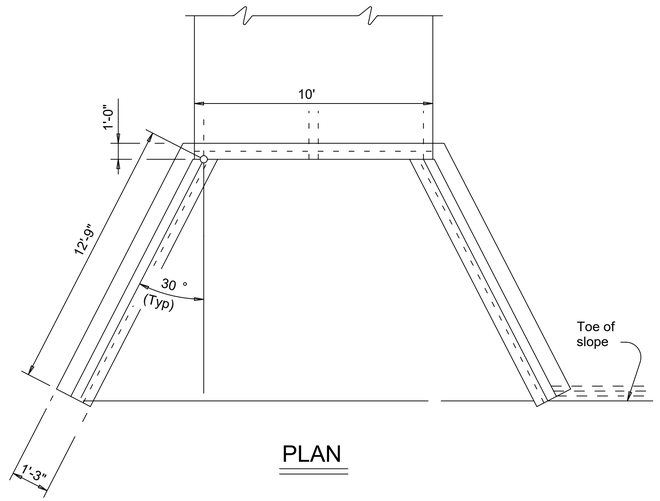
NOTES:

1. CONCRETE BOX CULVERT AND WING WALL DETAILS PROVIDED ARE TYPICAL. SHOP DRAWINGS TO BE PROVIDED BY MANUFACTURER PER ASTM C1577 AND AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. SEE SPEC SECTION 33 42 00.



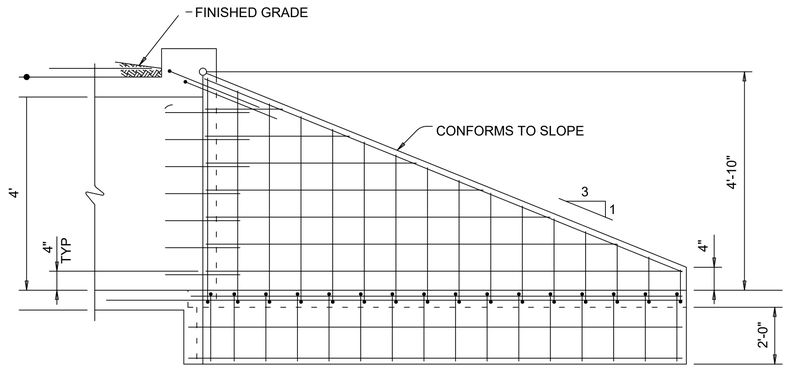
CORNER OPTION "A"

CORNER OPTION "B"



PLAN

1/14 REINFORCED CONCRETE BOX (RCB) CULVERT
NO SCALE



SECTION

2/14 CONCRETE WINGWALL
NO SCALE

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

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Stanley Consultants INC
www.stanleyconsultants.com
Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

FOR BIDDING PURPOSES ONLY

02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

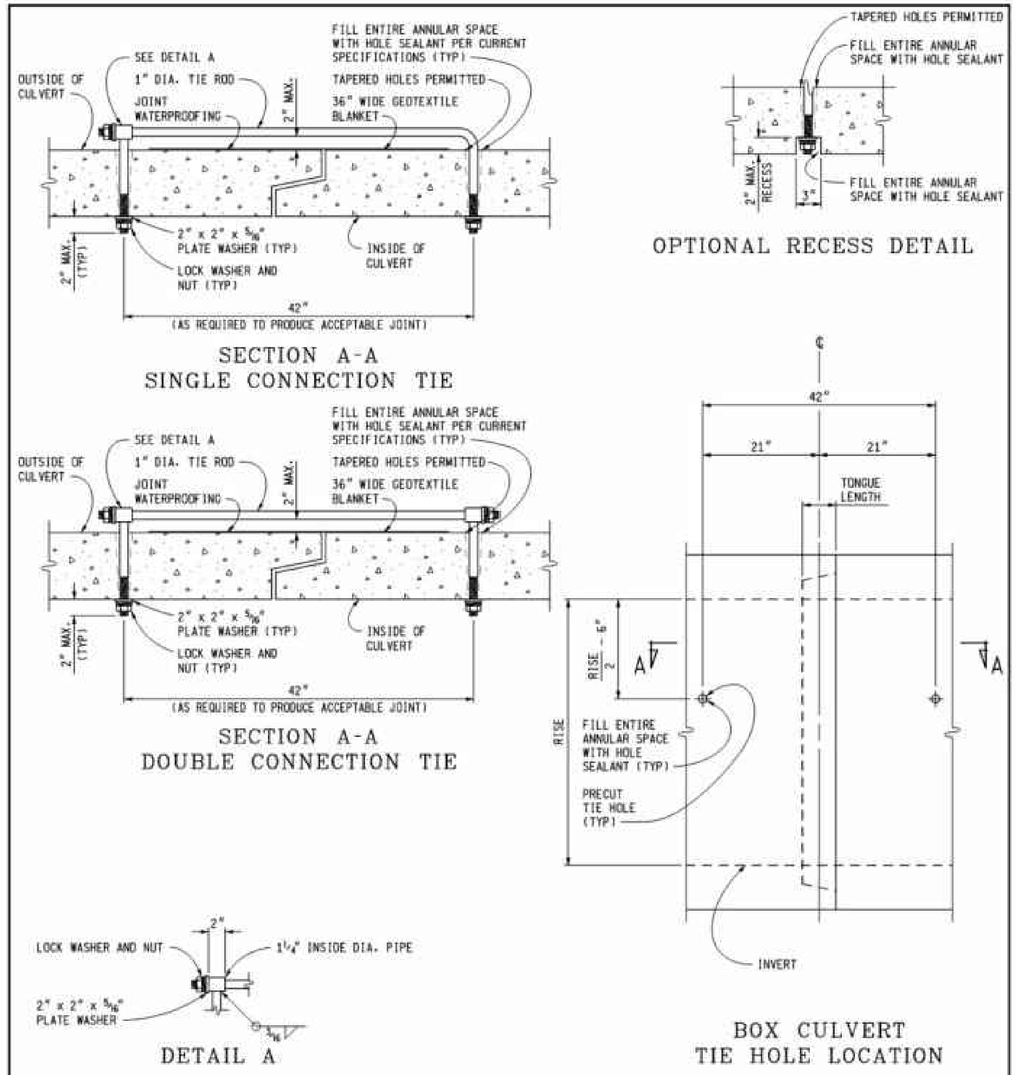
DELTA DAM DECOMMISSIONING

CIVIL DETAILS

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN:** JAS	**DATE:** 5/24	**CHECKED:** JRJ
CADD: SNY1014C2	**DRAWING NO:** 3R-MI-180-1014		**SH** 14 **OF** 17

PLOT DATE: Feb 12, 2026 - 11:28am
DWG NAME: SNY1014C2.dwg
DRAWING STATUS: 90%
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\



NOTES:

JOINT TIE ASSEMBLIES ARE LOCATED ON THE SIDES OF CULVERTS ONLY.

JOINT TIE ASSEMBLIES TO BE USED TO ONLY HOLD CULVERT SECTIONS TOGETHER. NOT FOR PULLING SECTIONS TIGHT.

MDOT Michigan Department of Transportation

PREPARED BY DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Paul C. Ajegba

APPROVED BY: Gregg Brunner, P.E. Gregg Brunner Jul 24 2019 11:24 AM
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: Bradley C. Winferich Bradley C. Winferich Jul 3 2019 9:04 AM
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

BOX CULVERT
JOINT TIE ASSEMBLIES

5-18-2020	6-20-2019	R-84-A	SHEET
F.H.W.A. APPROVAL	PLAN DATE		1 OF 1

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER

DATE: 2/12/2026

15

Stanley Consultants INC.
www.stanleyconsultants.com

Stanley Consultants, INC
5575 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3669
Rebecca McReynolds,
Project Manager

FOR BIDDING PURPOSES ONLY

02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

CIVIL DETAILS

PROJECT NUMBER: 23-RF-010

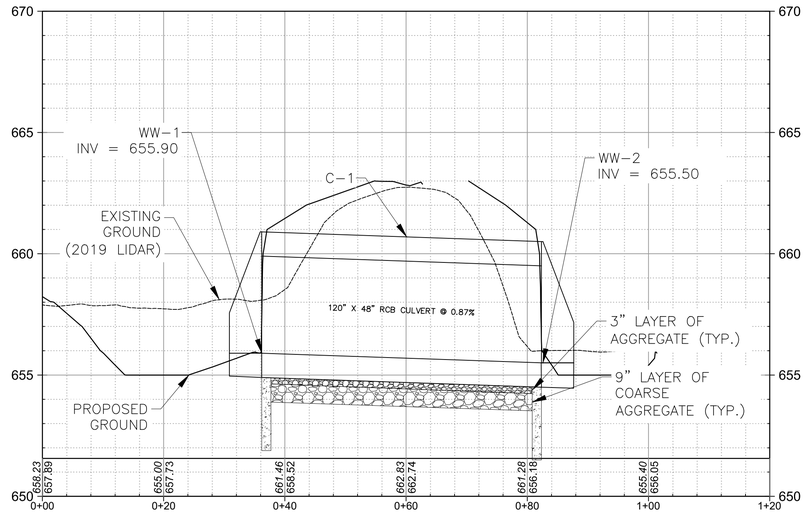
DESIGNED: KMK	DRAWN: JAS	DATE: 5/24	CHECKED: JRJ
CADD: SNY1015C2	DRAWING NO: 3R-MI-180-1015		SH 15 OF 17

PLOT DATE: Feb 12, 2026 - 11:28am

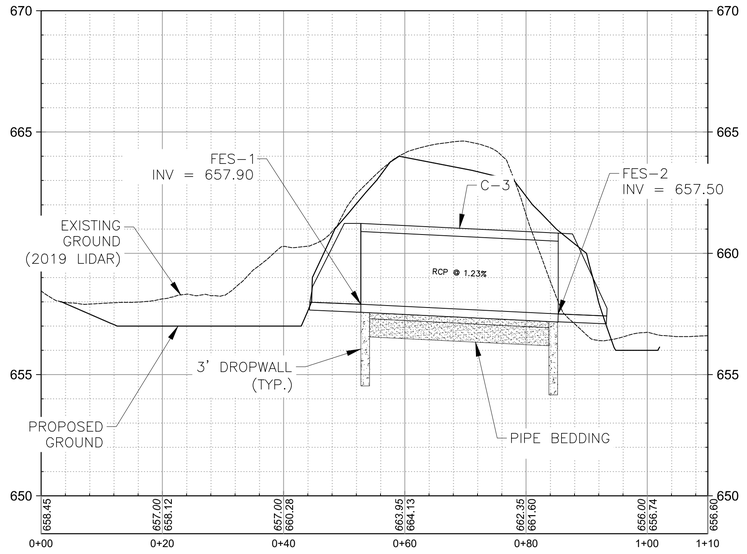
DWG NAME: SNY1015C2.dwg

DRAWING STATUS: 90%

PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\



1/16 BOX CULVERT PROFILE
NO SCALE



2/16 OVERFLOW CULVERT PROFILE
NO SCALE

NOTES:

1. EXISTING GROUND SURFACE HAS NOT BEEN SURVEYED AND IS BASED ON 2019 LIDAR. THE SURFACE UPSTREAM AND DOWNSTREAM OF THE CULVERTS IS ASSUMED TO BE AN APPROXIMATE OF TOP WATER ELEVATION. PROPOSED GROUND SHOULD BE TIED IN TO THE EXISTING CREEK BOTTOM.
2. CONCRETE BOX CULVERT, WINGWALL, AND DROPWALL DETAILS TO BE PROVIDED BY MANUFACTURER PER ASTM C1577 AND AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. SEE SPEC SEC 33 42 00.
3. SEE SPEC SEC 33 42 00 FOR ADDITIONAL INFORMATION ON PIPE BEDDING AND INSTALLATION.

DRAINAGE STRUCTURE TABLE

STR. NO.	TYPE	INVERT ELEV. (FT)	NORTHING	EASTING
FES-1	Concrete Flared End Section	657.90	518475.72	26498189.51
FES-2	Concrete Flared End Section	657.50	518492.30	26498217.55
WW-2	30 DEGREE FLARED RCB WINGWALL	655.50	518527.57	26498201.89
WW -1	30 DEGREE FLARED RCB WINGWALL	655.90	518523.14	26498155.97

PIPE TABLE

PIPE	SIZE AND TYPE	LENGTH (FT)	SLOPE
C-1	120" x 48" RCB CULVERT	46.13'	0.87%
C-3	RCP	32.57'	1.23%

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
LICENSED PROFESSIONAL ENGINEER
DATE: 2/12/2026

FOR BIDDING PURPOSES ONLY
02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE
SCHOOLCRAFT COUNTY MICHIGAN
DELTA DAM DECOMMISSIONING
STORM SEWER PROFILES

PROJECT NUMBER: 23-RF-010

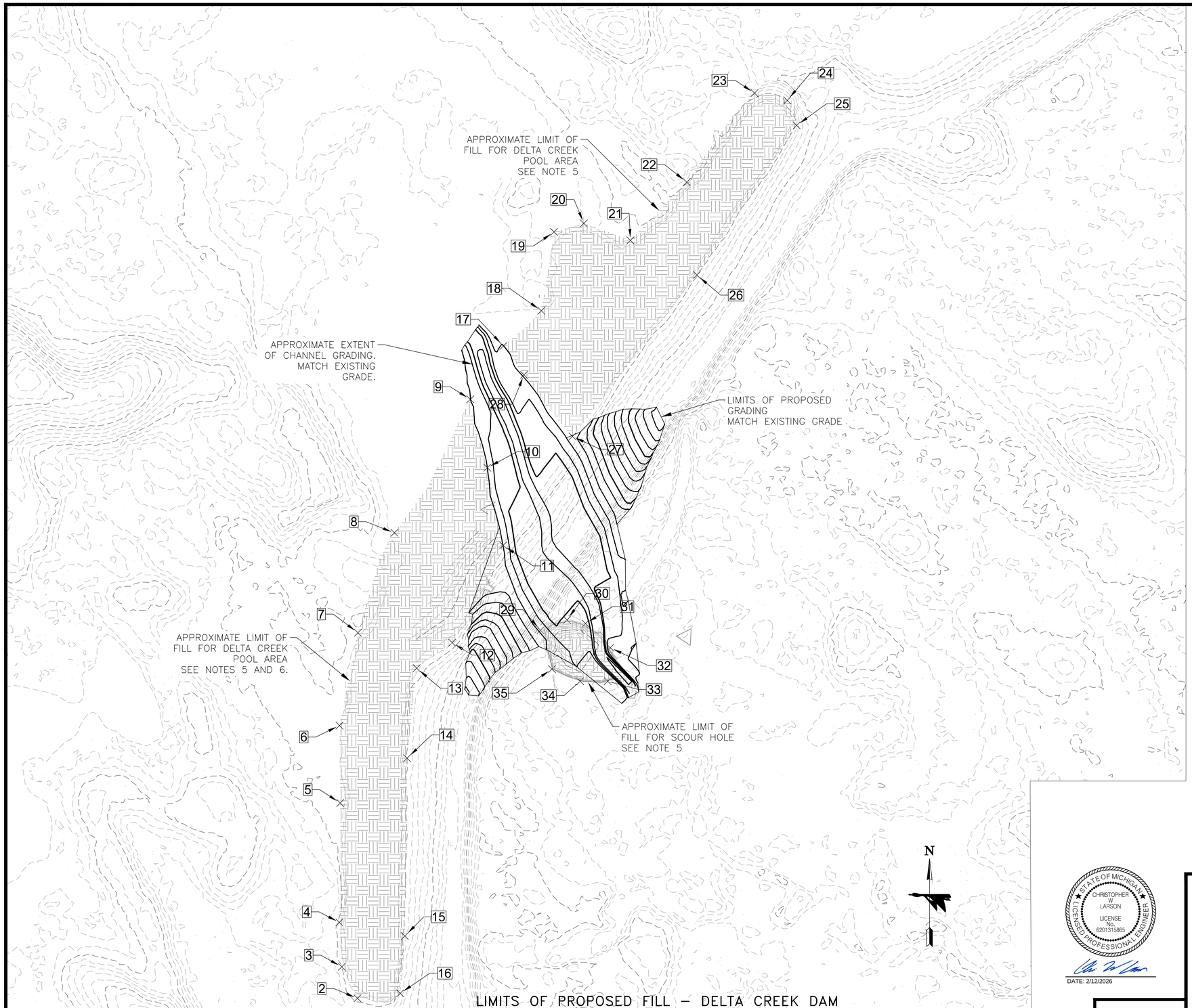
DESIGNED: KMK	**DRAWN:** RJJ	**DATE:** 1/29/25	**CHECKED:** JRJ
CADD: SNY1016W1	**DRAWING NO:** 3R-MI-180-1016		**SH** 16 **OF** 17

16

Stanley Consultants, INC.
5757 Wayzata Blvd, Suite 500
Minneapolis, MN 55416-1235
(952)-548-3869
Rebecca McReynolds,
Project Manager

PLOT DATE: Feb 12, 2026 - 1:04pm
DWG NAME: SNY1016W1.dwg
DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
2020

PLOT DATE: Feb 12, 2026 - 11:28am



LIMITS OF PROPOSED FILL – DELTA CREEK DAM

1" = 60'

NOTES:

1. TOPOGRAPHIC SURVEY WAS NOT COMPLETED AROUND THE DRIGGS RIVER CULVERTS. CONTOURS ARE BASED ON 2019 LIDAR. CONTRACTOR MUST SURVEY AND MAKE ALL NECESSARY FIELD MEASUREMENTS OF EXISTING AND PROJECT CONDITIONS PRIOR TO CONSTRUCTION.
2. REMOVED RIPRAP MAY BE SALVAGED AND REUSED AS LONG AS IT MEETS CRITERIA LISTED IN SPECIFICATIONS.
3. EXCAVATED MATERIAL MAY BE REUSED AS LONG AS IT MEETS CRITERIA LISTED IN THE SPECIFICATIONS. EXCAVATED TOPSOIL TO BE SALVAGED AND REUSED FOR RESTORATION OF DISTURBED AREAS.
4. MATERIAL DISPOSAL LOCATION TO BE COORDINATED WITH THE GOVERNMENT.
5. FILL IN BORROW AREAS, SCOUR HOLE, AND DELTA CREEK POOL WITH EXCAVATED MATERIAL ALONG DELTA CREEK DAM UP TO APPROXIMATE CHANNEL GRADING EXTENTS TO ELEVATION 678 FT. THE CONTRACTOR SHALL BE REQUIRED TO DISPOSE OF ANY EARTHEN MATERIAL IN EXCESS OF THESE FILL AREAS OFFSITE AT THE CONTRACTORS EXPENSE.
6. APPLY MULCH AND "WETLAND MIX" TO EXCESS EARTHEN MATERIAL FILL AREA.

LEGEND:

EXCESS EARTHEN MATERIAL FILL AREA

17 POINT NUMBER

Point Table			Point Table		
Point #	Northing	Easting	Point #	Northing	Easting
2	519740.8943	26491463.5305	19	520637.2420	26491693.3024
3	519777.6764	26491445.1541	20	520647.2064	26491728.1976
4	519829.6631	26491442.2564	21	520627.3567	26491782.5670
5	519969.3002	26491443.3523	22	520695.4467	26491848.4803
6	520059.8560	26491442.5443	23	520799.6004	26491927.7123
7	520168.4213	26491464.0334	24	520791.0200	26491965.9309
8	520285.3176	26491506.6724	25	520761.8191	26491977.0428
9	520441.4373	26491595.3981	26	520586.9339	26491860.3092
10	520361.4886	26491615.3109	27	520398.0676	26491714.9124
11	520270.7039	26491633.9280	28	520470.0327	26491658.1383
12	520156.8537	26491574.1624	29	520171.3585	26491677.5019
13	520127.0870	26491532.6778	30	520183.4922	26491708.4604
14	520021.6769	26491521.5093	31	520179.0432	26491730.1110
15	519813.7166	26491518.8432	32	520150.9335	26491759.0460
16	519746.7413	26491513.5247	33	520111.7014	26491756.1121
17	520503.8009	26491634.0440	34	520111.6955	26491723.8463
18	520545.0432	26491678.3668	35	520125.8573	26491690.8565

STATE OF MICHIGAN
CHRISTOPHER W LARSON
LICENSE No. 6201315865
REGISTERED PROFESSIONAL ENGINEER
DATE: 2/12/2026

FOR BIDDING PURPOSES ONLY

02/13/2026

REVISION	DATE	DESCRIPTION	BY

SENEY NATIONAL WILDLIFE REFUGE

SCHOOLCRAFT COUNTY MICHIGAN

DELTA DAM DECOMMISSIONING

LIMITS OF PROPOSED FILL – DELTA CREEK DAM

PROJECT NUMBER: 23-RF-010

DESIGNED: KMK	**DRAWN**: JAS	**DATE**: 1/29/25	**CHECKED**: WCE
CADD: SNY1017C0	**DRAWING NO**: 3R-MI-180-1017		**SH** 17 **OF** 17

17

Stanley Consultants, INC
555 Wayzata Blvd, Suite 300
Minneapolis, MN 55416-1235
(952)-546-3569
Rebecca McReynolds,
Project Manager

DRAWING STATUS:
PROJECT LOCATION: C:\projects\datasource-1\common\d1309121\
DWG NAME: SNY1017C0.dwg

"General Decision Number: MI20260045 01/02/2026

Superseded General Decision Number: MI20250045

State: Michigan

Construction Type: Heavy

Counties: Baraga, Houghton, Keweenaw, Luce, Mackinac, Menominee, Ontonagon and Schoolcraft Counties in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Modification Number	Publication Date
0	01/02/2026

BRMI0006-002 05/01/2024

	Rates	Fringes
BRICKLAYER	$ 34.19	24.65

CARP1510-003 06/01/2025

ALL COUNTIES EXCEPT:
The portion of MENOMINEE south of County Road K at Amberg, Wisconsin, starting on the west at the Menominee River and ending on the east at the Bay of Green Bay

	Rates	Fringes
CARPENTER, Includes Form Work	$ 34.01	23.14

ELEC0158-009 06/04/2024

MENOMINEE COUNTY (Townships of Ingallston, Melon & Menominee)

	Rates	Fringes
ELECTRICIAN	$ 40.25	29.75%+11.17

ELEC0219-012 06/01/2019

BARAGA, HOUGHTON, KEWEENAW AND ONTONAGON COUNTIES

	Rates	Fringes
ELECTRICIAN		
Electrical contracts of $180,000 or less	$ 31.75	21.73
Electrical contracts over $180,000	$ 33.94	21.80

ELEC0979-003 06/01/2019

MENOMINEE (Except the townships of Ingallston, Mellon & Menominee) & SCHOOLCRAFT COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.43	21.78

ELEC1070-004 06/01/2016

LUCE & MACKINAC COUNTIES

	Rates	Fringes
ELECTRICIAN		
Contracts $135,000 and under	$ 31.44	18.59
Contracts over $135,000	$ 33.44	18.67

ENGI0325-021 09/01/2025

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Scraper, Loader, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

ENGI0326-006 05/01/2025

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Crane, main boom & jib 120' or longer	$ 43.81	25.00
Crane, main boom & jib 140' or longer	$ 44.63	25.00
Crane, main boom & jib 220' or longer	$ 44.92	25.00
GROUP 1 - Backhoe/Excavator; Bulldozer; Crane; Compactor; Scraper; Loader	$ 40.51	25.00
GROUP 2 - Boom truck (non-swing)	$ 37.26	25.00
GROUP 3 - Oiler	$ 35.86	12.50

FOOTNOTES: Premium rate: main boom and jib 300 feet or longer is $1.50 per hour above the 220 ft. boom and jib rate. Main

boom and jib 400 feet or longer is $3.00 per hour above the 220 ft. boom and jib rate.

IRON0008-009 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL		
Contracts $10,000,000 or greater	$ 41.05	33.67
Contracts less than $10,000,000	$ 41.05	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

LABO0334-002 09/01/2018

SCOPE OF WORK:
OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General	$ 21.19	12.85
(2) Mason Tender-Cement/Concrete	$ 21.33	12.85
(4) Grade Checker	$ 21.51	12.85
(5) Pipelayer	$ 21.56	12.85

LABO1329-002 05/01/2025

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Mason Tender - Cement/Concrete	$ 32.74	13.45
Pipelayer	$ 30.09	12.95

PLAS0016-035 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 20.17	10.13

PLUM0111-009 05/27/2019

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 34.48	25.18

TEAM0007-010 06/01/2025

	Rates	Fringes
TRUCK DRIVER		

Lowboy/Semi-Trailer Truck...$ 33.55 .75 + a+b

FOOTNOTE:
a. $470.70 per week.
b. $68.70 daily.

SUMI2010-043 11/09/2010

	Rates	Fringes
LABORER: Landscape	$ 10.89	1.74
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.98	6.12
OPERATOR: Grader/Blade	$ 16.63	5.85
OPERATOR: Roller	$ 13.74	7.93
TRUCK DRIVER: Dump Truck	$ 12.63	1.25

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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION
"